

# DELAWARE COUNTY MUNICIPAL SOLID WASTE MANAGEMENT PLAN



**NONSUBSTANTIAL REVISION**  
**2002**

**COUNTY OF DELAWARE**

**2002 MUNICIPAL SOLID WASTE  
MANAGEMENT PLAN**

**NONSUBSTANTIAL REVISION**

**May, 2002**

**DELAWARE COUNTY  
SOLID WASTE AUTHORITY**

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# **COUNTY OF DELAWARE**

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Second and Orange Streets  
Media, PA 19063  
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Accurate Trash Removal	David Lasensky
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### **CONSULTANT**

	Edward W. Peabody
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**Pennsylvania**  
**Department of Environmental Protection**  
**Plan Revision Approval**

**(Please turn page)**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENT

**Plan Revision Approval  
Municipal Waste Management Plan Revision Dated July 18, 2002  
For Delaware County**

Date Issued: October 29, 2002

Under the provisions of the Municipal Waste Planning, Recycling and Waste Reduction Act of July 28, 1988, P.L. 556, 53 P.S. §§ 4000.101 – 4000.1904, the Delaware County Municipal Waste Management Plan Revision of July 18, 2002 is hereby approved. Delaware County is authorized to implement the approved plan revision and execute ordinances, contracts or other requirements necessary to implement the plan revision.

This plan approval is subject to modification, amendment and supplement by the Department of Environmental Protection (DEP). This approval is further subject to rescission by DEP for any violation of the applicable laws or the rules and regulations adopted there under, for failure to comply in whole or in part with the conditions of this plan approval and the provisions set forth in the approved plan revision (which is made a part hereof), or for causing any condition inimical to the public health, safety or welfare.



Regional Program Manager  
FOR THE DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF LAND RECYCLING AND WASTE MANAGEMENT

**Plan Revision Approval  
Municipal Waste Management Plan Revision Dated July 18, 2002  
For Delaware County**

Date Issued: October 29, 2002

**Plan Approval Conditions**

1. The County shall implement its plan, as revised by the plan revision that was received by the Department on July 18, 2002. Executed implementing documents shall be submitted to the Department by October 28, 2003 in accordance with Section 513 of Act 101.
2. The County may not act in a manner contrary to the approved plan or otherwise fail to act in a manner consistent with the approved plan.
3. This plan approval is conditioned upon the requirement to submit an adopted revised plan at least three years prior to the time all remaining available permitted capacity for the County will be exhausted or when otherwise required by the Department. This date will be determined by the Municipal Waste Landfill Annual Operation Reports from the facilities identified in Sections 5 and 6 of the plan on the amount of remaining disposal capacity available to the County, and by other pertinent data.
4. The County will ensure disposal capacity through the use of the facilities identified in Sections 5 and 6 of the plan, by entering into disposal capacity agreements that will ensure the County available capacity for the entire period of the plan.

## **Introduction**

The current Delaware County Solid Waste Management Plan has evolved from the Plan originally prepared in 1985. The original Plan included: the source separation of recyclables by residents and other generators of Municipal Solid Waste (MSW); the construction of a Waste-to-Energy (WTE) facility to process combustible waste generated and collected by the public and private sectors; and the acquisition and construction of a sanitary landfill to be used for the disposal of the residue from the WTE facility and of non-combustibles which could be properly disposed of in a landfill.

A subsequent plan, entitled '*Delaware County Municipal Solid Waste Management Plan – Revision*' was prepared in 1990, which described the work underway to implement the 1985 Program. Specifically, it described the planned Westinghouse Waste-to-Energy Facility and other related facilities. This Plan also estimated future solid waste generation quantities, the capacity of existing facilities including incinerators converted to transfer stations; the importance of recycling; management of leaf and yard waste; the establishment of public recycling education programs including programs in educational institutions. The participation of the private sector in the recycling program is addressed and the use of Igloos for the collection of recyclables is noted.

It is further noted that adequate capacity exists in private facilities for private sector waste not suitable for disposal in the County's facility, e.g. infectious, pathological and chemotherapeutic waste, industrial waste, demolition and bulky waste, household hazardous waste, and other waste normally generated by the public and private sector.

The processing and treatment of the waste generated in Delaware County is accommodated in the 2,700 total tons per day (TPD) Waste-to-Energy facility constructed for the

Authority by Westinghouse. This facility went online in 1992. Several years after start-up, operations of the plant were taken over by the American Ref-Fuel of Delaware Valley, L.P. which has current contract responsibility and continues to provide this service.

The ash residue generated from the WTE facility is disposed of in the Delaware County Solid Waste Authority owned and operated Rolling Hills Landfill located in Berks County. Prior to 1998, Rolling Hills Landfill was known as Colebrookdale Landfill.

At the present rate of disposal, Rolling Hills Landfill has adequate capacity to provide for the disposal of all ash residue from the WTE facility as well as other waste generated by the County and other outside sources, until 2040.

Pennsylvania Department of Environmental Protection (PA DEP) Reports that have been forwarded to Delaware County indicate that the WTE facility, transfer stations, and landfill continue to operate within PA DEP regulations.

The Delaware County Solid Waste Authority (DCSWA) is a municipal authority formed by the County of Delaware pursuant to the provisions of the Municipality Authorities Act of 1945. Delaware County Council appoints DCSWA's Board of Directors. The DCSWA's objectives include the safe, efficient handling, and ultimate disposal of the County's MSW.

The DCSWA maintains a recycling department where county recycling records are monitored, maintained, and developed in order to increase Delaware County's recycling diversion rate. Working with local townships, and boroughs, as well as the City of Chester, Delaware County's Recycling Coordinator also has an ongoing recycling program underway. At present, records indicate that Delaware County has a 35% recycling diversion rate. This *Municipal Solid Waste Management Plan Nonsubstantial Revision - 2002* discusses ways to increase the diversion rate.

## 1.0 PURPOSE OF PLAN

In accordance with Pennsylvania Act 101 §501(c) and the Pennsylvania Department of Environmental Protection's (PA DEP) December, 1998 Technical Guidance document entitled, *Regional Review of County Municipal Waste Management Plan Revisions*, the County of Delaware has prepared this current Revision to replace the *Delaware County Municipal Solid Waste Management Plan Revision* dated 1990.

This Nonsubstantial Revision of the Delaware County Municipal Solid Waste Management Plan (Plan) is prepared to update and revise the 1985 and 1990 Plans. The term of this Plan is for ten years, 2002 through 2012. The objectives of this Nonsubstantial Revision include:

- ◆ Consolidate elements of the 1985 Plan and the 1990 Plan Revision, into a single document in accordance with Act 101 §502.
- ◆ Update background information used to make planning decisions for a ten-year term.
- ◆ Update components of the Plan including the following: Description of Waste, Description of Facilities, Waste Composition Information, Waste Generation Rate Estimates, and Recycling Program Information.
- ◆ Ensure sufficient processing and disposal capacity for the County of Delaware for the length of the Plan.
- ◆ Revise the recycling aspect of the Plan to meet current needs and discuss future goals.
- ◆ Assure public health and safety as it relates to proper disposal of MSW.

According to Act 101, a County's Plan shall contain a description of waste generated in the county, solid waste facilities operating in the county, including their present and future capacities, materials presently recycled in the county and the future recycling potential for the County, leaf and yard waste recycling, options for municipal recycling programs, including recycling education.

### .1.1 History of the Delaware County Municipal Solid Waste Management Plan of 1990

The 1990 Plan, was adopted by County Council, at a public meeting held on October 30,

1990. This Plan was approved by PA DEP in April, 1991.

### 1.2 1990-2000 Recycling Plan

The 1990 Plan Revision divided Delaware County Municipalities into two categories, Phase I Municipalities and Phase II Municipalities. Under the heading Phase I Municipalities, sixteen (16) municipalities were required to implement a curbside recycling program on or before September 26, 1990. Municipalities in this first Phase were those that had a population greater than 10,000 persons based on the 1980 U.S. Census Bureau. Phase II Municipalities were to begin a curbside recycling program on or before September 26, 1991. This second Phase included fourteen (14) municipalities whose population was greater than 5,000 persons, but less than 10,000 and with a population density greater than 300 persons per square mile according to 1980 U.S. Census Bureau data.

In Exhibit 1-A, prepared by the Delaware County Planning Department is a map of Delaware County showing all municipalities. This map further indicates all municipalities currently implementing a Curbside Recycling Program. Exhibit 1-B, also prepared by the Delaware County Planning Department shows those Delaware County Municipalities, which currently host a Drop-Off Recycling Program.

Delaware County offers all forty-nine municipalities the opportunity to recycle leaves. The Delaware County Solid Waste Authority (DCSWA) operates a seven-acre Compost Farm, which is located on the grounds of Transfer Station #1 at 2300 Concord Road, Chester, PA 19014. Between 7,000 and 10,000 tons of leaves are brought to this facility annually from September through January. The volume of leaves remains consistent; however, the weight of the leaves vary due to weather conditions, e.g. a dry fall translates into lighter leaves. The leaves are placed in windrows where they begin their composting. In mid to late summer, this compost is ready and is then stockpiled at both Transfer Stations, making it available to Delaware County

Residents. This compost is gaining in popularity among county residents, due to the excellent quality. Exhibit 1-C, supplies the reader with the Penn State University's Agricultural Analytical Services Laboratory's testing results of the 2000 Compost Crop. The results reveal the crop to be near optimal conditions for soil with average conditions.

Delaware County maintains an aggressive recycling program with continued use of the Igloo Drop-Off Program for collection of recyclable materials. Igloos are placed in both mandated and non-mandated municipalities for the collection of clear glass, green glass, brown glass, and in some cases, aluminum. Recycling levels vary based on the extent of a municipality's commitment. Non-mandated Delaware County municipalities are encouraged to implement Voluntary Recycling Programs. Presently thirty-seven (37) municipalities have Drop Off facilities. Available space seems to be the major stumbling block.

### 1.3 Designated Disposal Facilities

Delaware County's designated disposal facilities will remain the same as those approved in the Plan of 1985 and the Plan Revision of 1990, with the changes noted below.

- ◆ In 1998, Colebrookdale Landfill located in Earl Township, Berks County, changed its name to Rolling Hills Landfill. The operation and ownership by the DCSWA remain in affect.
- ◆ The Westinghouse Resource Recovery Facility located in the City of Chester, Delaware County has gone through a merger. Currently, this facility operates under American Ref-Fuel of Delaware Valley, L.P. The contract originally held with Westinghouse, rolled with the new ownership. This contract was revised in 1997. A copy of the County's Contract with American Ref-Fuel can be found in Appendix A.

The County's designated transfer facilities, Transfer Station #1, located in Chester Township, Delaware County, and Transfer Station #3, located in Marple Township, Delaware County remain unchanged. These facilities will accept all regular municipal solid waste generated by residences, commercial establishments, institutions, and industries located in Delaware County. The DCSWA will control and direct the flow of municipal solid waste to its

designated transfer and disposal facilities. Non-combustible waste and sludge will not be directed to any specific facility for disposal. Infectious, pathological, and chemotherapeutic wastes are not accepted at County operated or contracted facilities. Adequate capacity exists in private facilities to accept these wastes.

#### **1.4 2002 MSWM Plan – Nonsubstantial Revision**

In meetings held between PA DEP and the DCSWA in 1999 and 2000, it was determined that a Nonsubstantial Plan Revision would be adequate and appropriate. Notification of the County's intent to prepare a Plan Revision was submitted to PA DEP on April 24, 2001, Exhibit 1-D, in accordance with Title 25 §272.252(a) and (b) of the Pennsylvania Code. The County immediately went to work by reorganizing the Solid Waste Advisory Committee (SWAC). The first meeting of the SWAC was held on May 23, 2001. The purpose of this committee was to review the MSWM Plan during its preparation, making suggestions, and proposing changes it believed appropriate. The Solid Waste Advisory Committee (SWAC) has been designed to be representative of the views of all citizens of Delaware County. A list of committee members can be found on Page IV. A list of 1990 SWAC Members can be found in Exhibit 1-E.

This *Municipal Solid Waste Management Plan Nonsubstantial Revision – 2002*, states Delaware County's intention, as required by Act 101, to continue to provide for the management of all municipal solid waste generated within its boundaries. The following chapters quantify and characterize MSW generated in Delaware County. Also explored is the system to be employed to implement and manage the minimization and disposal of waste during the next ten years.

## 2.0 DESCRIPTION OF WASTE

This Chapter will attempt to provide a description of the origin and content of the municipal and commercial waste generated within the County in accordance with Act 101 §502. An estimate of the quantity of waste generated, including recyclables, over the next ten years is also required.

All solid waste received at the County's transfer stations come in under one of two main permit classifications ~ 'M' or 'C'. An 'M' permits allow haulers to bring in residential waste. These loads are brought in by municipalities or private haulers under contract with the municipalities or by private subscription service with the residents of the county. Haulers are not charged for these loads. Trucks arriving with a 'C' permit contain commercial waste which include all other types of solid waste except industrial, C & D, infectious, pathological, chemotherapeutic, or bulky refuse. These loads are brought in by private haulers who are currently charged \$48. per ton. All trucks are weighed in and out to determine their tonnage.

### 2.1 Radioactive Monitoring

PA DEP's new Municipal Waste Management Regulations require each solid waste processing and disposal facility to have an *Action Plan* (Exhibit 2-A), for the monitoring and response to radioactive materials entering each facility. The Action Plan includes provisions for training, notification, recordkeeping, and reporting. This Action Plan has been prepared in accordance with the PA DEP, Bureau of Radiation Protection and Bureau of Land Recycling and Waste Management Document #250-3100-001, effective September 16, 2000, "*Final Guidance Document on Radioactivity Monitoring at Solid Waste Processing and Disposal Facilities.*"

Beginning in February, 2000, monitors were installed at Transfer Station #1, followed in March of 2000, with monitors being installed at Transfer Station #3, in order to meet PA DEP

requirements as well as safeguard what is ultimately deposited at Delaware County's Landfill. Monitors have also been installed at American Ref-Fuel. Rolling Hills Landfill's Radiation Protection Action Plan will be submitted to PA DEP as required by law.

Monitor systems are calibrated annually to traceable cesium -137 source, at a level no higher than  $10 \mu\text{R h}^{-1}$  above the average background, and the system is set to detect gamma ray energies of 50 kiloelectron volts and higher.

The Action Plan describes in detail the procedures to be followed when a load is alarmed. Proper procedure includes passing the load through the monitors three times to confirm authenticity before detaining and isolating the truck. Administrative personnel and PA DEP, Bureau of Radiation Protection are then notified. At this point a certified health physicist is engaged to isolate and determine the type and degree of radioactive material. Depositions are issued and a follow up inspection is generated.

A Log is kept on all incidents at the DCSWA's main office in Media, PA. Exhibit 2-B, is a record of all "alarmed incidents" from the Transfer Stations for the year 2000. It should be noted at this time, that the most frequent instances of alarms are by residentially generated medical wastes.

## 2.2 Municipal Solid Waste Management

The DCSWA essentially manages all residential waste. Commercial and institutional wastes, although regulated by the DCSWA, are managed through direct relationships between the generator and private hauler. Delaware County Waste Characteristics from 1995 through 2000, which includes: Total Solid Waste, Total Recyclables, and the Diversion Rate for each year can be found in Table 2-1. Municipal Solid Waste Collection Figures can be found in Table 2-2. This table lists the amount of MSW generated by municipality for the years 1995 through

2001. In order to assess DCSWA facilities, waste haulers must be permitted by the Authority.

A list of permitted haulers can be found in the Tables listed below:

Municipal Residential Haulers	Table 2-10
Municipal Subscription Haulers	Table 2-11
Commercial and Industrial Waste Haulers	Table 2-12
Institution & Educational Facilities holding permits	Table 2-13
Landscapers, Parks, and Yard Waste Haulers	Table 2-14
Municipal Highway Department Haulers	Table 2-15

#### 2.2.1 Municipal Residential Solid Waste

In 2001, 17 of the 49 municipalities in Delaware County utilized municipally owned and operated vehicles to collect their residential waste. Additionally, 23 municipalities contracted with private haulers to provide collection services. The remaining 9 municipalities do not provide collection services for their residents. Each resident contracts directly with a private hauler. This is considered subscription service. Table 2-3 lists the solid waste collection system used by each municipality in the County along with the 2000 U.S. Census Bureau population, which was provided by the Delaware County Planning Department. Table 2-3 also provides the municipalities' classification.

#### 2.2.2 Residential Waste Stream

Residential MSW generation from 1995 through 2001 is listed in Table 2-2. These figures are based on County waste receipts collected from Transfer Stations #1 and #3 and American Ref-Fuel of Delaware Valley, L.P. (American Ref-Fuel). The years listed are from 1995 through 2001.

County waste receipts indicate all MSW generated. However, waste receipts were not able to identify the amount of waste each subscription hauler removed from a particular municipality. The formula used to arrive at an estimated tonnage for those municipalities was as follows: DCSWA took the total number of tons of MSW (documented but not credited to a

particular municipality), and divided it by the total number of residents in municipalities with MSW subscription contracts (1990 U.S. Census Bureau Records) to arrive at MSW generated per person, per year. That number was then multiplied by the population for each municipality with subscription service to arrive at an estimated tonnage per municipality as listed in Table 2-2\*. Using the scenario listed above, the 2000 U.S. Census Bureau Records were used to arrive at the MSW generated for those particular municipalities for the years 2000 and 2001.

### 2.3 Auxiliary Residential Programs

Other waste removal programs provided to Delaware County residents include: Seasonal Leaf Waste Collections; Household Hazardous Waste Drop Off Collection Events (winner of the Governor's Award for Environmental Excellence in 1999); Motor Oil, Antifreeze, and Car Battery Collection Sites; Glass and Aluminum Igloo Drop Off Sites; Municipal Drop Off Centers; Private Drop Off Centers; Darby Creek Clean Up Program; independently run citizens' group Recycling Programs, as well as Delaware County's Cell Phone Collection Program, which won the PA DEP Waste Watcher Award for 2000 and the Governor's Award for Environmental Excellence for 2001.

### 2.4 Municipal Recycling Programs

With the passage of Act 101, municipal recycling programs have become a way of life, now, and for generations to come. Delaware County residents understand the benefits of recycling. Thirty-one (31) Delaware County Municipalities are currently mandated to recycle. Seven (7) non-mandated municipalities currently have curbside programs. (Bethel Township became mandated with the 2000 census. They are currently in the process of formulating their Curbside Recycling Program.) See Exhibit 1-A. Most communities recycle many more items than the mandated three. Thirty-seven (37) municipalities offer some type of Drop-Off Center for their residents, see Exhibit 1-B. As a result, only four (4) municipalities out of forty-nine (49)

are without some type of recycling program. The DCSWA is currently exploring options to see where Igloos could be placed in these communities.

Recycling not only saves natural resources, it also saves on valuable landfill space. The Benefits of Recycling will be discussed in Chapter 5.

## 2.5 Commercial Waste Management

Private haulers provide collection services for businesses and institutions in Delaware County. However, only trucks holding valid DCSWA Permits may use either county-owned transfer facility. Permits issued by the DCSWA require that a hauler maintain the proper licenses, registrations, and insurance certificates. A list of all Commercial Waste brought to our Transfer Stations for the years 1995 through 2000 is listed in Table 2-4.

## 2.6 Institutional Waste Management

Institutional Waste is defined as waste generated by government organizations and non-profits. Government organizations either utilize municipal vehicles or private haulers for collection and disposal of municipal waste. Non-Profit groups rely on private contractors.

## 2.7 Special Handling Wastes

Special handling wastes include infectious, pathological and chemotherapeutic wastes, incinerator ash residue, and sewage, septic, and water sludge that does not meet the definition of residual or hazardous waste.

### 2.7.1 Infectious, Pathological and Chemotherapeutic Waste

Infectious, pathological and chemotherapeutic wastes are generated by sources such as: hospitals, clinics, nursing homes, commercial laboratories, and dentists' offices. Infectious and pathological waste, as defined in 25 PA Code §271.1 is "MSW which, unless processed, disposed, stored, collected, or transported is or may be contaminated by a disease producing

micro-organism or material, or may harm or threaten human health.” Infectious and pathological waste includes, but are not limited to, contaminated laboratory instruments, broken glass, sharps, human and animal tissue, organs, and fluids. Pennsylvania defines chemotherapeutic waste in 25 PA Code §271.1 as “waste resulting from the production or use of anti-neoplastic agents used for the purpose of stopping or reversing the growth of malignant cells.” Chemotherapeutic waste results from medical procedures such as chemotherapy and drug treatments.

#### 2.7.2 Medical Waste Disposal

Medical waste is disposed of through a variety of methods, which include on-site autoclaving, and/or hauling, by private contracts to off-site approved medical disposal facilities. In general, chemotherapeutic waste is placed in yellow bags. This waste is transported to an approved medical waste disposal facility where it is incinerated. Riddle Memorial Hospital is currently the only Delaware County Hospital currently operating their own incinerator, which will be discussed further in Section 3.4.

#### 2.8 Construction and Demolition Waste

Demolition wastes are those wastes generated by building removal and/or construction. Bulky wastes include items such as white goods; oversized household items; and pieces of lumber that have a cross-sectional area greater than 16 sq. inches and that cannot be disposed with regular municipal trash.

Construction and Demolition (C & D) waste is not generally accepted at either of the County’s Transfer Stations. Non-combustibles, typically, white goods are accepted and stored for disposal with a scrap metal recycler. Bulky wastes that are accepted would primarily be from the Annual Darby Creek Clean-Up Events. Metal from this event is recycled through scrap metal recyclers.

#### 2.9 Sewage and Septage Waste Stream

Sewage is collected from sewer systems and the sludge is processed by sewage treatment plants. Septage is produced in onsite septic tanks and hauled to sewage treatment plants where it is treated, adding to the volume of sludge produced in Delaware County.

Most of Delaware County's domestic sewage is treated by eleven public organizations and governmental authorities. The Philadelphia Suburban Water Company provides sewage treatment for twenty-six of Delaware County's municipalities. Except for Tinicum and Eddystone, DELCORA serves most of the south and southcentral part of the County, including the City of Chester, Chester Township (part), Upland, Parkside, Trainer, Marcus Hook, Lower Chichester (part), Brookhaven (part) Rose Valley (part), Nether Providence (part), and Eddystone. SWDCMA serves most of Aston and Middletown and portions of Brookhaven, Chester Township, and Upper Chichester. The Central Delaware County Authority services all or parts of: Springfield, Ridley Township, Ridley Park, Nether Providence, Marple, Swarthmore, Rutledge, Prospect Park, and Morton. The Muckiuiuates Authority services all or parts of: Springfield, Ridley Township, Upper Darby, Darby Borough, Clifton Heights, Folcroft, Glenolden, and Norwood. The Darby Creek Joint Authority services all or parts of: Darby Township, Springfield, Upper Darby, Radnor, Haverford, Marple, Aldan, Clifton Heights, Collingdale, Colwyn, Darby Borough, Folcroft, Lansdowne, Sharon Hill, and Yeadon.

Large areas of western Delaware County, including all or most of Bethel, Chadds Ford, Concord, Edgmont, Thornbury, and Upper Providence Townships are served by individual or community on-lot septic systems. Other municipalities with smaller but still significant unsewered areas include Chester Heights, Middletown, Newtown, Nether Providence, and Upper Chichester. A capacity and generation summary of sewage and septage sludge facilities can be found in Table 2-5. A generation summary of water sludge facilities can be found in Table 2-5A. Table 2-6 lists sludge handlers and cesspool dumpers for the County area.

## 2.10 Leaf and Yard Waste

Leaf and yard waste is comprised of leaves, grass clippings, tree trimmings, brush, shrub pruning, household and bedding plants, weeds, and other landscape and gardening wastes. Prior to the completion of our Compost Farm and the new state regulations, all waste was accepted at Rolling Hills Landfill, formerly known as Colebrookdale Landfill. The DCSWA began in the early 1990's accepting leaves for composting at their Compost Farm located adjacent to the Chester Transfer Station at 2300 Concord Road, Chester, PA 19013. In 1997 plans were approved to refurbish and enlarge this facility. In the year 2000, thirty (30) municipalities delivered their leaves to the Compost Farm, while Nether Providence, Swarthmore, Radnor, and Newtown operated their own Compost Farms. Beginning in 2002, Newtown Township and Bethel Township are expected to bring their leaves to the DCSWA Compost Farm. The remaining sixteen (16) municipalities recommend backyard composting as a way to recycle leaves. Penn State's Lima Campus offers a Backyard Composting Training Seminar each fall.

While the volume of leaves entering our Compost Farm remains consistent, the tonnage totals fluctuate from year to year depending on weather conditions. Between 7,000 and 10,000 tons of leaves are recycled annually. This compost makes a rich soil additive as well as top dressing for shrubs and flowerbeds. This compost is available to Delaware County Residents. An equally important factor to consider is the amount of landfill space being saved by this recycling operation. Table 2-7 lists the total tons accepted at our Compost Farm for the years 1997 through 2001.

Llanerch Quarry also accepts leaves and yard waste from residents, landscapers, and developers. Linvilla Orchards also accepts leaves and uses them as ground cover for fragile plants over the winter months. These leaves are then tilled into the soil in the spring. While not

included in Delaware County's totals, some landscapers take leaves to mushroom farmers located in Chester County.

## 2.11 Automotive Parts Waste

Automotive Parts Recycling has come a long way in the last ten years. Automobile bodies are not only recycled but are made with recycled content steel, helping to close the loop in recycling. 100% of the steel used to make today's automobiles, can be recycled.

### 2.11.1 Tire Waste

Passenger cars and light truck tires account for approximately 80% of all tires discarded in the United States. The remaining 20% include bus, truck, and off-road vehicles. In years past, the most common method of disposal was to retread a tire and sell it as a used tire. However, there is currently a safety problem with one manufacturer's new tires, which makes a retreaded tire less than desirable.

All tire vendors are now required by law to accept old tires for recycling, for a fee. Tires are either sent to a cement factory to be used as fuel or recycled into new products. One example is that they are shredded or molded into mats used under playground equipment. Experiments to mix shredded tires into macadam to make roadways and driveways more durable is currently being conducted. A Delaware County example of this new macadam can be found at the Pennsylvania Resource Council (PRC), which is located on Providence Road in Newtown Square, Edgmont Township, where shredded tires have been mixed with macadam and used to resurface their driveway. Tires have also been used to make shingles to reshingle PRC's roofs. These shingles are marketed by the manufacturer to outlast slate roofs.

### 2.11.2 Automobile Batteries

In 1990, automobile batteries ranked the highest among products containing lead that enter the MSW stream. Now with the onset of recycling, we have reduced the amount of heavy

metals in landfill leachate and incinerator emissions. Battery vendors now accept a customer's old battery for recycling. Local recyclers currently pay between \$1.50-\$2.00 a piece to residents bringing in batteries.

### 2.11.3 Motor Oil and Antifreeze

Delaware County provides its residents with a list of businesses that accept Motor Oil and Antifreeze for recycling. Currently there are thirty-one (31) collection sites participating in the Motor Oil Recycling Program. More than half of these companies also accept antifreeze and automotive batteries. A list of vendors is found in Table 2-8. Automotive repair facilities recycle at a minimum, motor oil, antifreeze, metal parts, and car batteries.

### 2.12 Household Hazardous Waste

Household hazardous waste (HHW) is the discarded, unused, or remaining portions of hazardous household products. PA DEP estimates that residents in Pennsylvania generate four (4) pounds of HHW per year. Any household product, which is poisonous, toxic, flammable, caustic, corrosive, reactive, explosive, or a combination of these characteristics is considered HHW.

Delaware County has been operating a successful Household Hazardous Waste Collection Program since 1993. At that time, three events were held annually. We have expanded this successful program, now holding five (5) HHW events on an annual basis.

In 1997, Delaware County began working with Chester, Bucks, Montgomery Counties as well as the City of Philadelphia in a joint effort to remove HHW for homes. The direct benefit to our residents is that now through an Intergovernmental Agreement (see Exhibit 2-C), our residents can participate in any one of 26 events annually. A table showing the number of participants, amount of hazardous waste removed, as well as the cost associated with this program can be found in Table 2-9.

### **3.0 DESCRIPTION AND LOCATION OF FACILITIES**

Act 101 requires that each county's Plan provide a description of where municipal waste is currently being disposed or processed. Also required under §502(c) of Act 101, is an assessment of the remaining available permitted disposal capacity of these facilities.

#### **3.1 Existing Delaware County Owned Facilities**

The County of Delaware owns two transfer facilities, one in Chester Township and one in Marple Township, as well as Rolling Hills Landfill in Earl Township, Berks County. Currently, Delaware County has a zero tipping fee for the processing of residential MSW at Transfer Station #1 and #3 or at American Ref-Fuel in the City of Chester. Nor is there a fee for the transfer and disposal at Rolling Hills Landfill. This residential MSW service to municipalities is built into the County's general operating budget.

The 2001 fee for commercial, institutional, and industrial (C/I&I) waste at Transfer Stations #1 and #3 was \$48. per ton. A list of permitted County-owned and Private Transfer Stations can be found in Table 3-1. A map designating these locations as well as the Resource Recovery Facility can be found in Exhibit 3-A.

##### **3.1.1 Delaware County Waste Transfer Facilities**

Transfer Station #1 is a thirty-acre facility located at 2300 Concord Road in Chester Township, Delaware County. The permitted capacity is 1,200 tons per operating day. Based on five (5) operating days per week, the facility has the capacity to process and transfer 312,000 tons of MSW per year. In 2000, Transfer Station #1, processed 117,498 tons of residential municipal waste and 50,474 tons of commercial solid waste.

The facility is owned by the DCSWA. The weigh station is operated by DCSWA employees. Collection vehicles currently weigh their vehicles before depositing their loads on the 24,500 square foot floor space of the station. A front-end loader pushes the refuse to the slots

where solid waste is dropped into 90-100 cubic yard, open top transfer trailers. The trailers are then covered for transport to American Ref-Fuel. A private contractor is responsible for loading and transferring all collected waste to American Ref-Fuel, RRF, in the City of Chester. The residue ash is then transported via the same private contractor to Rolling Hills Landfill.

Transfer Station #3 is a twenty-five acre facility located at Sussex Boulevard and Marpit Drive in Marple Township, Delaware County. The permitted capacity is 1,200 tons per day. Based on five (5) operating days per week, the facility has the capacity to process and transfer 312,000 tons of MSW per year. In 2000, Transfer Station #3, processed 132,603 tons of residential municipal solid waste and 36,102 tons of commercial solid waste.

This facility's operation is identical to Transfer Station #1.

### 3.1.2 Rolling Hills Landfill

Rolling Hills Landfill, which is located in Earl Township, Berks County, has been in existence for approximately 25 years as a municipal solid waste facility and, for the period of 1981 to 1985, accepted MSW from Delaware County pursuant to short-term contracts with the owner/operator, RRM Corporation. DCSWA purchased Rolling Hills Landfill (formerly Colebrookdale Landfill) in 1985. DCSWA relocated approximately one million cubic yards of the waste previously disposed in unlined areas as part of the purchase agreement and transfer of the Solid Waste Permit #100345. Rolling Hills Landfill presently comprises approximately 680 acres. Of that total, 233 acres are permitted by PA DEP for use as Rolling Hills Landfill disposal area and support facilities. The balance of the acreage is for buffer zones. See Exhibit 3-D.

In 1987, DCSWA completed the trash relocation project and submitted an expansion application to the Department. DCSWA had also negotiated contractual Host Municipal Agreements with Berks County, and Earl Township. Part of the Host Agreement with Earl

Township included the purchase of the portion of Shenkel Road situated within the permitted boundaries.

DCSWA submitted a second expansion application and obtained approval in December, 1990. The 1990 permit enabled the overtopping of a portion of the old landfill disposal area, with the condition that the overtopped cells meet current construction standards, including a geogrid reinforced double liner system. Also, the involvement of the local citizens that monitored the landfill was incorporated into the 1990 DCSWA landfill permit. Said 1990 permit provided for an additional 7,830,000 cubic yards of disposal capacity. The newest permit modification, approved in 1998, provided for cell construction to connect the two disposal areas by eliminating the bisecting Township roadway, and changed the name of the site to Rolling Hills Landfill. The 1998 permit provided for additional capacity of 11,871,000 cubic yards with approved average tonnage of 3,200 tons per day and a maximum of 3,840 tons per day. As of February, 2001, Rolling Hills Landfill has approximately 15,400,000 net cubic yards of permitted air space remaining. Assuming that the current waste types and waste tonnages ( $\pm$  1,700 tons per day – mixture of ash – MSW) continue to be received, the site has approximately 39.5 years of remaining life.

A breakdown of Annual Waste Totals that were accepted at Rolling Hills Landfill from 1996 through 2000, can be found in Table 3-2. Individual totals for the years 1996 through 2000, can be found in Table 3-3. Martin and Martin, Inc., Solid Waste and Environmental Engineers and Planners have prepared a Rolling Hills Landfill Longevity Report which states that at the current rate of disposal, landfill space is available for the next 39.5 years. This chart can be found in Table 4-4.

### 3.1.3 Delaware County Compost Farm

Delaware County's Compost Farm is a seven (7) acre farm located on the grounds of Transfer Station #1. A map designating municipal involvement in the farm as well as those operating their own facility can be found in Exhibit 3-B.

### 3.2 Waste to Energy Facility

American Ref-Fuel of Delaware Valley, L.P., is located at 10 Highland Street, in the City of Chester, Delaware County. The facility utilizes the incoming waste stream to generate 495,000-megawatt hours of electricity on an annual basis. This WTE facility accepts all of Delaware County's residential and commercial trash. The *Delaware County Solid Waste Authority 1997 Assignment of Restated Service Agreement by Delaware Resource Management, Inc. to American Ref-Fuel of Delaware Valley, L.P.* can be found in Appendix A. The DCSWA has entered into a twenty-five (25) year agreement with American Ref-Fuel, insuring disposal capacity until 2017. At the end of this period, DCSWA has the option to purchase this WTE facility.

Municipal and commercial Delaware County solid wastes received at the county-owned Transfer Stations are transported to the WTE facility via contracted private hauler. Waste is then deposited on their tipping room floor. From there it is pushed onto a conveyor belt where it begins its WTE conversion. American Ref-Fuel is responsible for the safe transportation of the ash residue to Rolling Hills Landfill. Metal is transported to a scrap metal recycler.

### 3.3 Other Existing Waste Transfer Facilities

Aside from the two county-owned transfer facilities there are four (4) privately owned transfer station. A list of these transfer stations along with permitted ID #, address, contact person, and telephone number can be found in Table 3-1. A map designating these facilities can be found in Exhibit 3-A. Questionnaires were sent to each transfer facility in order to compile

the information listed below. A copy of the questionnaire can be found in Appendix H. A brief description of each private transfer station's operation follows.

### 3.3.1 Savoy Transfer Station

This facility is located at 52 Concord Road in Chester Township, Delaware County. The facility currently is permitted for 50 tons per day of construction and demolition debris. Based on five operating days per week, the facility is permitted for 13,000 tons per year. The waste is transferred to a landfill outside of Delaware County. Based on the numbers listed above, there is permitted capacity available for the next ten years. Recycled items are sent for processing to SPC Corporation, 2600 Pennrose Avenue, Philadelphia, PA 19145.

### 3.3.2 Waste Management of Delaware Valley

Formerly Nu-Way Trash Removal Corporation, Waste Management is located at 408 S. Oak Avenue, in Primos, Upper Darby Township, Delaware County. This is a private refuse hauler serving residential customers, commercial businesses, apartment complexes, and construction projects in the Delaware County Service area. Currently, all Delaware County's MSW is taken directly to county-owned transfer stations for processing and disposition. Waste Management operates a Transfer Station at this location to handle rubble, masonry, and demolition debris (C & D). This waste is transferred into trailers and is taken to DRPI Landfill in New Castle, Delaware. Waste Management's permitted capacity is 1,500 tons per day. Based on five (5) operating days per week, this facility is permitted for 390,000 tons per year. The total solid waste received in the year 2000 was 4,244 tons. Waste Management is operating at 1% annual capacity. Based on the above numbers, there is ample permitted capacity available for the next ten years. Paper and cardboard items arriving at this facility for recycling are taken to Smurfit-Stone Paper Mill, which is located in the Manyunk section of Philadelphia. Commingled recyclables are taken to RRT in Cape May, NJ.

### 3.3.3 McCusker Transfer Station

McCusker/Ogborne, formerly McCusker and Sons, Inc., is located at 724 East Fourth Street in the City of Chester, Delaware County. This facility operates a transfer station for C & D, and recyclables. All Delaware County MSW is brought to county-owned transfer stations for processing and disposal. The wastes processed at this facility are from C & D and recyclables. The processing consists of separating recyclables including metals from the incoming waste stream. Metals are transported to SPC Corporation in Philadelphia; paper and cardboard are transported to Ogborne Recycling, in the City of Chester. The permitted capacity of the McCusker facility is 480 tons per day or 124,800 tons per year. The total amount of solid waste received in 2000 was 91,231 tons. McCusker Transfer Station is operating at 73% capacity.

### 3.3.4 Accurate Transfer Station

Accurate Transfer Station located at 508 Baltimore Pike in Lansdowne, Upper Darby Township, Delaware County, operates a transfer facility for construction and demolition materials only. Processing consists of separating recyclables including metals from the incoming waste stream. Delaware County residential and commercial MSW waste is taken directly to one of the county's transfer facilities. All other non-recyclable C & D waste is transferred to permitted landfills. The permitted capacity of this facility is 500 tons per day or 130,000 tons per year. The total amount of C & D accepted at this facility in 2000 was 6,335 tons. Accurate Transfer Station is operating a 5% annual capacity. Based on the above, there is available permitted capacity for the next ten years.

### 3.3.5 Med-Waste a/k/a/ Safety Disposal Systems of PA, Inc. Transfer Station

Med-Waste a/k/a/ Safety Disposal Systems of PA, Inc. is located at 1 Penn Avenue in the borough of Marcus Hook, Delaware County. This company processes infectious and non-infectious waste. The company contracts with commercial accounts to deliver waste to the

facility in sealed containers. The company has shut down their incinerator and currently autoclaves the accepted materials. Current permitted facility capacity is 14,976 tons per year. In 2000, this company processed 11,722 tons. They do not expect to seek a permit to expand this operation. Processed wastes are transported to Pioneer Crossing Landfill in Harleysville, PA for disposal.

### 3.4 Incinerators

A list of incinerators and WTE facility can be found in Table 3-5. All are operating well below permitted capacity.

The only small-scale hospital incinerator currently in operation in Delaware County is at Riddle Memorial Hospital, operating under Permit #400590. Riddle Memorial Hospital is located at 1068 W. Baltimore Pike, Media, Delaware County. Their permitted capacity for pathological and infectious waste is 601 tons per year. Incinerated pathological and infectious waste in 2000 amounted to 297 tons, operating well below permitted capacity. The ash was transported to Grand Central Sanitary Landfill. This incinerator will be modified to comply with new PA DEP/EPA clean air regulations. Modifications are expected to be completed by September, 2002.

All Delaware County hospitals were sent questionnaires in order to compile the necessary information. A copy of the questionnaire can be found in Appendix H. All hospitals located in Delaware County are currently in the process of installing Radiation Monitors, according to PA DEP regulations. The purpose of this regulation is to insure that hospital-generated radioactive wastes are kept out of the waste stream.

The remaining Delaware County Hospitals operate San-I-Pak Autoclave Steam Sterilizer and Compactor Systems. Infectious Waste is boxed and sent off-site for processing via

autoclaving to infectious and chemotherapeutic waste processors. Such a company exists in Delaware County, Safe Disposal Systems of PA, Inc., Marcus Hook, PA, see Section 3.3.5.

DELCORA STP operates an incinerator for disposal of their sewage sludge. Permitted capacity is 17,532 tons annually. In the year 2000, 9,001 tons of sewage sludge was processed, creating 2,315 tons of ash. This ash residue was transported to VFL Landfill in Wilmington, Delaware where it was used for landfill cover. There appears to be ample capacity for the length of this Plan.

### 3.5 Septage and Sewage Facility

In October, 1998, the Delaware County Prison (George W. Hill Prison) ceased operating its sewage plant. They entered into an agreement with the Concord Sewer Authority and installed a screening system on prison property. The purpose of this system was to remove bulk items from the flow of sewage. Bulk items are separated and delivered to Rolling Hills Landfill approximately every three months. Twelve (12) tons were accepted at the landfill from the prison in the year 2000.

### 3.6 Transfer Facilities Summary

Delaware County designated Transfer Stations #1 and #3, accepts all MSW except Class A and B wastes. In the year 2000, DCSWA Transfer Station #1 and #3 accepted a combined total of 336,677 tons of municipal and commercial solid waste, operating at a 54% annual capacity. Based on the above numbers, there is ample available permitted capacity to last the length of this Plan.

Private transfer facilities either take their waste directly to American Ref-Fuel for disposal or to private landfills outside of Delaware County. Based on the above, there is ample available permitted capacity to last the length of this Plan.

### 3.7 Waste to Energy Facility Summary

Per the *Restated Service Agreement between Delaware County Solid Waste Authority and Delaware Resource Management, Inc.*, dated 1997, American Ref-Fuel will accept all waste from Transfer Station #1 and Transfer Station #3, as well as county waste circumventing the Transfer Stations, disposed directly at American Ref-Fuel, be accepted as per this agreement. The current agreement runs through 2017. A copy of this contract can be found in Appendix A.

Currently American Ref-Fuel is the only MSW incineration facility operating in Delaware County. A diagram indicating this site's WTE operations can be found in Exhibit 3-C.

Besides Delaware County, American Ref-Fuel currently accepts MSW from Philadelphia County and the states of Delaware, New Jersey, Connecticut, and New York. The WTE facility accepts municipal solid waste from both in state and out-of-state origins. Such actions are consistent with the DCSWA Plan and applicable laws and regulations.

American Ref-Fuel feels there is ample permitted capacity to last the length of this Plan.

### 3.8 Disposal Facilities Summary

Rolling Hills Landfill is owned and operated by the DCSWA. In the year 2000, Rolling Hills received 347,370 tons of waste. 238,640 tons of ash originated from Delaware County; 9,316 tons of MSW from Delaware County; 96,675 tons of MSW from Berks County; 12 tons of Sewage/Sludge from Delaware County Prison; and 26 tons of MSW from Lehigh County. The landfill has a permitted capacity of 998,400 tons per year. Rolling Hills' history of 1996- 2000 Wastes Accepted (Table 3-2) indicates that it is operating well below permitted capacity.

A list of disposal facilities receiving waste from Delaware County in the year 2000, is listed in Table 3-4. The source of this information is PA DEP. It should be noted that the total, 677,618.1 tons, is grossly misleading. The 347,369.9 tons MSW received at the Delaware County Resource Recovery Facility (RRF) became the DCSWA Ash Residue in this chart. According to the contract between DCSWA and American Ref-Fuel (see Appendix A), Rolling

Hills Landfill accepts all of the RRF's ash. The total amount of ash generated from Delaware County's MSW equaled 106,308 tons; the remaining ash, 132,331.28 tons was generated from MSW outside of Delaware County. Rolling Hills Landfill is not permitted and will not accept infectious or asbestos wastes. These totals amounted to 14,474.8 tons. Therefore, the actual total of Delaware County waste including out-of-county ash, which could have been accepted at Rolling Hills Landfill from Delaware County was 315,773.4 tons. Based on the agreement with Berks and Lehigh Counties this added 96,700.33 tons to the yearly total for 2000. This brings the grand total of the amount of waste that could have been brought into Rolling Hills Landfill to 412,473.73 tons, which is still less than half the landfill's annual permitted capacity.

Based on current numbers, in the event that Rolling Hills was the only disposal source for Delaware County waste, approximately 20% additional waste would be brought to this facility. This would decrease the maximum landfill longevity to 31.5 years or until 2032. Using the above worst case scenario, there will still be ample disposal landfill capacity for Delaware County for the life of this Plan.

#### **4.0 ESTIMATED FUTURE CAPACITY**

The estimated future capacity of Delaware County disposal and processing facilities is dependent upon continued operation of existing facilities; the continued growth in recycling and waste reduction programs; and the population growth rate.

Waste generation estimates, projected over the next ten (10) years are based upon population forecasts provided by the Delaware County Planning Department (DCPD) through 2020. These forecasts can be found in Table 4-1. Recycling and waste reduction is discussed in Chapter 5.

##### **4.1 Residential Solid Waste**

The total amounts of MSW generated in Delaware County for the years 1995 through 2000 are listed in Table 2-2. Throughout the County, the average per capita generation rate for residential waste, which was 2.29 pounds per day in 1995 has been declining and fell to 2.14 pounds per day by 2000. (The 1990 Plan Revision projected estimates of between 2.6 to 2.7 pound per day for the year 2000.)

##### **4.2 Recycling Totals**

The total amount of recyclables for the years 1998, 1999, 2000, and 2001 can be found in Table 4-2. This lists the total Delaware County Residential, Commercial, and Industrial Recycling along with the Recycling Rate. As noted in this table there has been a steady climb in the recycling rate. A concerted effort has been made to harvest previously untapped totals. Data bases have been created and expanded. This has proven to be an invaluable tool.

##### **4.3 Ash Residue**

American Ref-Fuel, WTE facility, processes up to 5,200 tons per day of solid waste. From this waste electricity is generated, which is sold to electric suppliers. Annual permitted MSW capacity is 1.1 million tons.

American Ref-Fuel accepts waste from other sources other than Delaware County. Regardless of where the solid waste was generated, all the ash is deposited at Rolling Hills Landfill. Delaware County's ash is approximately 44% of the total ash transported to Rolling Hills Landfill. Of the 238,640 tons of ash accepted at Rolling Hills in 2000, approximately 106,308 tons were from Delaware County. American Ref-Fuel's annual figures for MSW and Ash, can be found in Table 4-3.

#### 4.4 Demolition and Bulky Waste

Demolition waste is not accepted at either transfer station. Bulky waste, which was accepted at our transfer stations, amounted to 3,218 tons in the year 2000. Bulky waste that was accepted at American Ref-Fuel amounted to 6,098 tons. This combined waste (9,316 tons) was transported to Rolling Hills Landfill for disposal.

#### 4.5 Future Capacity of Existing Facilities

##### 4.5.1 Transfer Facilities

The existing capacity of Delaware County Transfer Facilities appear to be sufficient for anticipated future waste generation. Transfer Station #1 and #3, are currently operating at 54% of permitted capacity. Future increases in recycled items will reduce tonnage totals further. The DCPD's 2010 projections for residential and commercial waste totals 402,595 tons prior to incineration. This figure is far less than the 624,000 tons per year of available permitted capacity at Transfer Stations #1 and #3.

##### 4.5.2 Disposal Facilities

Based on reports from Martin and Martin, Inc. (Solid Waste and Environmental Engineers and Planners), at a permitted waste acceptance rate of 3,840 tons per day, Rolling Hills Landfill has remaining available permitted capacity that will satisfy current and projected Delaware County MSW generation through 2040. See Table 4-4.

Llanerch Quarry will also supply more than adequate capacity for clean fill, wood and leaf waste accepting approximately 20,000 cubic yards per year. Remaining space capacity is estimated to be 4.5 million cubic yards, which is expected to outlive the live of this current Plan. The current charge is \$10. per cubic yard.

#### 4.6 Comparison of Estimated Future Solid Waste Generation to Future Facility Capacity

A comparison of current facilities to future projected generation reveals that sufficient disposal capacity exists for Delaware County for the life of this Plan. In the year 2000, County generated waste received at Transfer Station #1 and #3, and MSW at American Ref-Fuel totaled 256,750 tons. Commercial Waste at the above facilities totaled 101,960 tons. The total amount of ash taken to Rolling Hills Landfill was 238,640 tons, which also included out-of-county ash, processed by American Ref-Fuel. The amount projected Delaware County MSW for 2010 is 254,890 tons. Assuming all waste is disposed at County-designated facilities, disposal capacity exceeds the ten year life of this Plan.

## **5.0 DESCRIPTION OF RECYCLING PROGRAMS**

### **5.1 Benefits of Recycling**

Recycling provides numerous social, environmental, and economic benefits to Delaware County. Recycling municipal waste will preserve capacity at Rolling Hills Landfill by reducing the amount of waste needing disposal. Reduction in waste volume will extend the life of the landfill.

By reducing the amount of waste in need of disposal, private haulers and municipalities collecting waste will realize savings through fewer trips to the disposal facility. This will result in reduced operations, equipment, maintenance, labor costs, and ultimately lower MSW disposal costs to the ultimate consumer.

Operators of recycling programs can benefit from the sale of recyclable materials to end users, brokers, and intermediate processors. Real economic benefits occur when the recycling program pays all costs and expenses associated with the recycling of municipal waste.

### **5.2 Compatibility of Recycling with Waste Disposal Methods**

Recycling is compatible with utilization at American Ref-Fuel and the DCSWA's Rolling Hills Landfill. Recycling conserves future capacity at the landfill by reducing the amount of waste in need of disposal.

Recycling removes materials with low combustibility from MSW entering the WTE facility. This raises the heating value of the waste incinerated. In addition, materials that produce problematic byproducts during incineration (such as mercury) are diverted from the facility.

Delaware County has implemented numerous recycling programs. Programs include: Recycling at all county buildings; compost farm operation; glass and aluminum igloo recycling; HHW recycling; creek clean-ups include recycling the metals recovered; private composting and

recycling centers; as well as educational programs for school children and community service organizations. New initiatives such as the continuation of Delaware County's Cell Phone Recycling Program and Computer Recycling are in the discussion stage.

Present recycling programs as well as future programs will continue to maximize remaining available permitted capacity at the county-owned transfer stations, American Ref-Fuel, and Rolling Hills Landfill.

### 5.3 Act 101 Recyclable Materials

Thirty-one (31) Delaware County Municipalities are mandated to recycle curbside. Bethel Township's population has grown above the mandated level. They are currently in the process of formulating their Curbside Recycling Program. Therefore, there are currently thirty (30) operational mandated curbside programs. Nine (9) non-mandated municipalities also operate Curbside Recycling Programs, which brings the total program to thirty-nine (39). With Bethel's impending program this brings the total of curbside programs to forty (40). This reflects an 82% participation rate among all municipalities in Delaware County. Thirty-one (31) or 65% of all Curbside Programs involve recycling four (4) or more items.

Commercial, institutional, industrial, and municipal facilities in mandated municipalities are required to recycle the following materials: aluminum; high-grade office paper; corrugated paper; along with other materials as required by their municipality.

Act 101 also requires that mandated municipalities separate leaves from the municipal waste stream originating from homes, apartments, residential establishments, commercial, industrial, and institutional facilities. Further details concerning the handling and processing of leaf waste are provided in Sections 5.11 and 5.11.1.

#### 5.3.1 Glass

Glass is 100% recyclable, reducing the need for raw materials in the production of new bottles and jars. As with most recyclable material, glass is worth more in its respective market separated by color and free of contaminants.

The quality of the recycled glass products delivered to market and ultimately to the processor is a major concern of the industry. Contaminants feared most by glassmakers include plate glass, and ceramics. As of February, 2001, the current price for glass paid to the DCSWA by its recycler, Todd Heller, Inc. range from \$25 for clear glass, \$14 for brown, and zero for green. The recycled glass tonnage is expected to decrease in the next ten years, being replaced largely by the much lighter plastics and aluminum.

### 5.3.2 Aluminum

Aluminum products remain the most valuable type of recyclable residential municipal waste. Products include: cans, siding, and lawn furniture. Aluminum is currently being recycled to produce new beverage cans, saving both energy costs and the mining of the raw material, bauxite ore. An aluminum can is 100% recyclable. Typically, a recycled can only takes six (6) weeks from curbside pick-up back to the store shelves. Aluminum is extremely important to any and every recycling program. Currently thirty-three (33) curbside programs include the recycling of aluminum.

Although the quantity of aluminum is less than 1% of the waste stream, the prices paid for aluminum are much higher than other recyclables. According to *Resource Recycling*, November, 2000 Edition, the current price for aluminum is approximately 57¢ per pound, or \$1,140 per ton. It should also be noted, that in 1972, it took 21.75 cans to equal one pound. With major improvements to the industry, it now takes 33.10 cans to equal one pound, or a 34% reduction in the weight of each can.

### 5.3.3 Steel and Bimetallic Cans

Steel and bimetallic cans (aluminum tops and bottoms) generated from food and beverage containers are utilized by steel manufacturing companies as scrap steel. All new manufactured items made from steel, must have at least a 25% recycled content steel, making recycling an integral part of the steel producing market. According to *Resource Recycling*, November, 2000 Edition, the current price for steel is \$168.25 per metric ton.

#### 5.3.4 Paper Products

The paper products market is considered a chief supporter of many recycling programs. The products for recycling are high-grade office paper, newsprint, junk mail, mixed paper, and corrugated (cardboard). Paper is always considered for recycling programs since it is the most abundant material in the residential waste stream. Newsprint is commonly recycled into paperboard, new newsprint, insulation, and animal bedding.

In the C/I&I waste stream, paper is also the most generated waste product. The prices paid for waste paper products fluctuate, as they follow demand trends.

It should be noted that with the onset of the Internet, many people are reading their newspapers “online”. Therefore, most major newspapers are scaling back the size of their papers, while some have merged or simply shut down. This trend is expected to increase, reducing the amount of newspapers being recycled.

#### 5.3.5 Plastics

The development and acceptance of plastic beverage bottles in the market place has given way to the expansion of plastics. Ten years ago, plastic bottles were mainly used for soda and milk packaging. Plastics have found their way into the refrigerator, the laundry room, the basement, and the garage. According to the *Franklin Associates Report*, dated June, 1997, “Plastic containers and packaging have exhibited rapid growth in MSW, with generation increasing from 120,000 tons in 1960 (0.1% of generation) to 7.7 million tons in 1995 (3.7% of

MSW generation).” Source reduction is also an important factor to consider. The 2-liter soda drink bottle weighs 20 grams, or 29% lighter than 20 years ago.

Delaware County Programs currently consist of recycling PET #1 & #2, and HDPE #1 & #2. This poses a challenge since all plastics are not recyclable. The Plastics Council suggests that instead of looking at the bottom of a container for a number that was never meant to tell the consumer that an item ‘could be recycled’; instead, that if the neck of the bottle is smaller than the bottom, recycle the bottle. There, of course, are exceptions to every rule. This exception: Plastic bottles containing items such as motor oil and antifreeze should not be recycled. All major grocery stores operate an in-store recycling program for grocery bags.

The uses for PET recycled bottles continue to grow. Bottles, including glass beer bottles, are expected to be replaced with plastics in the distant future.

High Density Polyethylene (HDPE) containers can be recycled into products such as trash cans, packing materials, plastic cups, plastic pipe, toys, etc.

There are a number of factors, which affect the desirability and profitability plastics have in a recycling program.

- ◆ High volume versus weight ratio provides problems for both the homeowner and the recycler as it makes storage and transportation more difficult.
- ◆ Separation of the various plastic types is sometimes difficult for homeowner and recycling centers.
- ◆ Lids remaining on bottles become problematic in the baling process, requiring frequent maintenance to the machinery.
- ◆ Manufacturers using recycled plastics in closed-loop operations have not made there way east. This has caused inflated shipping costs, making it a less desirable commodity for area recyclers.

Plastics manufacturing is expected to replace most items currently packaged in glass. Currently, only sixteen (16) municipalities collect plastics, while thirty-two (32) collect glass. An education program must take place to educate residents on what plastics are recyclable in

order to reduce the contamination and make recycling plastics a viable addition to all curbside programs.

#### 5.4 Existing Recycling Systems

The following sections describe residential (including curbside and igloo drop off centers), as well as commercial and private drop off centers existing in Delaware County

#### 5.5 Recyclable Material Generation

##### 5.5.1 Residential

The items most frequently recycled in Curbside Programs in 2001, include: newspaper, glass, aluminum, and bimetallic cans. Table 5-1 indicates by municipality, what items are collected curbside. Table 4-2 lists by municipality the total recycling, total MSW and Recycling Rates for the years 1998, 1999, 2000, and 2001.

##### 5.5.2 Commercial, Institutional, and Industrial (CI&I)

CI&I recycling pre-dates curbside recycling programs. Good business practices have always included recycling. Scrap dealers collect ferrous and non-ferrous metals from industrial operations throughout the County. Markets exist for these materials, locally.

Major CI&I renovation projects always include recycling. Example: PennDelco High School and Widener University have recently replaced their outdoor bleachers. The old metal bleachers were recycled; the cost associated with this recycling effort helped to offset the installation of new materials.

The majority of cardboard recycling exists through a network of grocery store and commercial balers. Office paper programs are commonplace in the County.

#### 5.6 Existing Delaware County Programs

Over the past eighteen (18) years, Delaware County has realized the benefits of recycling as it reduces the amount of solid waste presently entering the DCSWA-owned Rolling Hills Landfill, which in turn extends the life of the landfill.

In order to increase landfill capacity as well as save natural resources, Delaware County began recycling newsprint as early as 1983. To assist municipalities in the financial burden imposed by this new recycling responsibility (five years before Act 101), as well as to encourage municipal participation, the County paid each municipality a subsidy for each ton of newsprint that was brought to the County. The early 90's saw a strong market for paper recycling. In an effort to increase their profit margin, municipalities began to recycle directly with the recycler.

While aluminum is not the major source of tonnage for a municipality, it certainly turns a profit for the recycler, helping to offset the cost of the program. Most civic groups involved in recycling, include aluminum. Refer to Section 5.3.2.

A list of all Delaware County Recycling Programs can be found in Sections 5.7 through 5.14.

#### 5.7 Curbside Recycling Systems

In Delaware County there are several methods for curbside recycling. Some programs are administered by a particular municipality's public works department; other municipalities hire a contractor; some have a combination where their public works department pick up newspaper with the rest of the program contracted out; and finally, some municipalities allow their residents to use a subscription service. This subscription service is generally with the resident's trash hauler, whom have all now become recyclers as well. The type of service a municipality offers is listed in Table 2-3. A list of items collected in each municipality can be found in Table 5-1.

#### 5.8 Igloo/Drop Off Recycling Systems

Igloos are fiberglass dome-shaped containers standing approximately 5' high with two round holes into which glass and aluminum is deposited. White igloos accept clear glass or aluminum, as clearly marked; green igloos accept green glass, and brown igloos accept brown glass. In an effort to educate as well as reduce contamination, Igloo Recycling Center Signs have been placed at each location. These signs include instructions on how to properly prepare items for recycling. Under each sign is a smaller sign with the recycling logo and the words Recycling Works (courtesy of PA DEP). A copy of the Igloo Recycling Center sign can be found in Exhibit 5-A. Each site has a trash container located in close proximity to the igloos in an effort to reduce contamination.

Residents are responsible for the sorting of glass and aluminum. The DCSWA operates a specially purchased truck equipped with a crane, scale, and trailer to empty the igloos. The scale records the weight of each material at each location. Igloos are emptied once or twice a week, or as needed.

Table 5-2 lists municipalities participating in the Igloo Drop-Off Program as well as Municipal and Private Drop-Off Programs. Items accepted are also listed.

#### 5.9 Private Drop-Off Recycling Systems

Schools, fire companies, churches, scouts, lion's clubs as well as all private transfer stations offer recycling to all Delaware County residents. Private recycling, typically involves aluminum. Some sites offer glass, bimetallic, paper, plastic, and cardboard recycling.

#### 5.10 Commercial Recycling Systems

Most major companies in Delaware County include recycling as part of their business practices. Waste reduction and recycling are environmentally responsible and generally cost-effective methods for reducing the wastes generated by businesses and organizations.

All major food chains in Delaware County recycle cardboard, paper, plastic, and food waste in large quantities, regardless of whether they are located in a mandated community. Major food chains offer plastic shopping bag recycling. All major department stores recycle cardboard and paper in large quantities.

In an attempt to reiterate the recycling message and obtain totals that might be missed, the DCSWA sends out hundreds of letters annually to major businesses as well as recyclers in the County. Most municipal officials use their tax rolls to target their businesses, sending out yearly reminders on the need to submit their annual recycling totals for inclusion in their municipality's Annual Recycling Report.

#### 5.11 Leaf and Yard Waste Collection and Composting

ACT 101 requires removing leaves and yard waste from MSW. Even so, Delaware County recognized the merits of composting as an alternative to the disposal of leaf and yard waste. Homeowners are encouraged through municipal newsletter, calendars, street postings, and press releases of the dates that leaves will be collected curbside in their community. Most municipalities collect leaves using a vacuum truck, which helps compact leaves, minimizing the number of trips to the DCSWA Compost Farm. Bulk deliveries of municipal leaf waste are accepted without cost to the municipality at Delaware County's Compost Farm. Trucks are weighed by the onsite Weighmaster. Leaves are then deposited directly at the Compost Farm. Commercial accounts may also bring leaves to the Compost Farm for the prevailing tipping fee. Municipalities where leaf collection is not possible (some non-mandated communities), encourage their residents to compost leaves. Composting seminars are held locally at Penn State University's Lima Campus in early fall. Residents wishing to learn more are encouraged to attend these seminars.

##### 5.11.1 DCSWA Leaf Compost Farm

DCSWA's Compost Farm is located on approximately seven (7) acres at the Chester Transfer Station. A history of the amount of leaves brought to this facility by municipality can be found in Table 2-7. The compost farm's operation is subcontracted. The Authority is in the second year of a three (3) year contract (with a two year option to renew) with County Conservation of Sewell, NJ. Annual maintenance costs plus subcontractor fees run approximately \$140,000.00-\$160,000.00.

Leaves are brought to the farm mainly by municipalities. Consequently, until now the volume of leaves have remained consistent. The totals, however, fluctuate from year to year, mainly due to weather conditions. A rainy fall translates into heavier leaf tonnage. Beginning in the fall of 2001, Newtown Township is expected to shut down their compost farm and along with newly mandated Bethel Township will also begin bringing leaves to the DCSWA's facility.

Once brought to the Farm, leaves are placed into long rows known as windrows, which are typically 8' wide by 10' tall, where they begin their decomposition. Once the leaves have reached their optimum temperature they are turned, via a front-end loader. This process is repeated until late the following summer when the leaves go through a screening process to remove debris and shred the leaves to a fine consistency, making a rich compost. Compost is then stockpiled at each transfer stations for residential use. Over the years, the DCSWA product's quality has improved to where residents wait in line each spring and fall in an effort to fill their bags, cans, trunks, and even small pick-up trucks with this rich soil additive.

Signs have been placed at each transfer station advising residents of its uses. Besides a soil additive, this can also be used as top dressing on flower and vegetable beds. The advantage of compost over mulch as top-dressing, is that it will decompose, making next year's bed much easier to work as well as placing valuable nutrients back into the soil.

#### 5.12 Household Hazardous Waste and Other Solid Waste

Before any of the surrounding counties began addressing hazardous waste, Delaware County saw there was a need to develop a Household Hazardous Waste (HHW) Program. Beginning in 1993, Delaware County hosted three HHW Collection Events. In 1997, after two years of negotiations, county elected officials from Bucks, Chester, Delaware, and Montgomery Counties along with the City of Philadelphia, signed an Inter-Governmental Agreement (IGA). The original agreement provided a framework for each county's participation and commitment from PA DEP of \$500,000 annually in matching (50%) funds over the three-year period. The IGA worked so well for all counties, with PA DEP approval, Delaware County Council along with the four other elected counties' officials, renewed this agreement for an additional three-year term in July, 2000. See Exhibit 2-C.

Beginning in 1998, this IGA allowed residents from any of the five (5) counties to participate in any county's HHW Event. This agreement gives Delaware County residents 22-26 opportunities annually, to dispose of HHW in a safe and environmentally sound manner. Program advertising, public relations, and regional hotline costs are shared for increased economic efficiency. One hazardous waste vendor was awarded the contract, giving all five counties the benefit of a 'volume discount'. The current vendor, Clean Venture, Inc., recycles as much as can safely be recycled. County coordinators meet on a monthly basis to discuss current collection events, publicity, education opportunities, as well as items fast approaching crisis level ~ old computers and cell phone batteries.

A breakdown by item for 1999 and 2000 can be found in Table 2-9. A Delaware County quick recap for the last four years is as follows.

Year	HHW	Number of Participants
1998	136,349 pounds	1,463
1999	160,014 pounds	2,406
2000	154,731 pounds	1,858
2001	188,692 pounds	2,283

Some examples of HHW which are brought to an event are provided below:

- ◆ Oil-based paints and stains
- ◆ Paint thinner
- ◆ Varnish
- ◆ Pesticides
- ◆ Chemical fertilizers
- ◆ Pool chemicals
- ◆ Antifreeze
- ◆ Motor oil
- ◆ Lead-acid batteries
- ◆ Brake fluid
- ◆ Degreasers
- ◆ Old gasoline
- ◆ Kerosene
- ◆ Propane cylinders
- ◆ Aerosol cans
- ◆ PCB's
- ◆ Mercury
- ◆ Oven cleaners
- ◆ Drain cleaners
- ◆ Bathroom cleaner
- ◆ Tile cleaner
- ◆ Toilet bowl cleaner

The DCSWA distributes 20,000 HHW Brochures annually. While the brochure is identical to the four other counties, an insert is included which indicates Delaware County's dates and locations, including driving direction. The reverse side lists by municipality, Motor Oil, Antifreeze, and Car Battery Recycling Centers. This is done in an effort to allow residents to promptly recycle automotive items, while reducing HHW event costs. Brochures are distributed to all municipal buildings and libraries. Brochures and information are also sent to all local, county, as well as county-based state officials for inclusion in their calendars, newsletters, websites, cable TV network, and posting within their office(s). The Delaware County Verizon Telephone Book lists these dates along with other recycling information on their recycling pages. *Delaware County TODAY/Almanac* publishes this information on their recycling pages. Local environmental groups also include this information in their newsletters and brochures. Press releases are sent prior to each event. HHW information has been included in the County's website: [www.co.delaware.pa.us/recycle](http://www.co.delaware.pa.us/recycle) as well as PA DEP's website: [www.dep.state.pa.us](http://www.dep.state.pa.us). Municipal websites have begun to include this information as well.

#### 5.12.1 Motor Oil, Antifreeze and Car Battery Recycling Centers

The DCSWA has identified local service stations willing to participate in our county and state's Motor Oil, Antifreeze, and Car Battery Recycling Program. A list identifying oil

recyclers has been included with all Delaware County's HHW Brochures. This list has also been published in the Delaware County Verizon Telephone Book and *Delaware County Today/Almanac*. Locations can also be found on Delaware County's Recycling Website: [www.co.delaware.pa.us/recycle](http://www.co.delaware.pa.us/recycle) or by calling PA DEP Recycling Hotline: 1-800-346-4242.

### 5.13 Description of Public Education Programs

A successful recycling program involves changing the habits of people through the use of an effective public education program. Since each municipality chooses which items they recycle, there could theoretically be forty-nine (49) different recycling programs in Delaware County. With the average homeowner moving once every 6.9 years, this makes constant education a necessary component in any recycling program.

An educational program must accomplish three basic goals, which are as follows:

- ◆ The program must clearly show residents in the community how they can benefit from a recycling program. These benefits typically center on economic gain and the avoidance of environmental/waste management problems.
- ◆ The program must clearly illustrate the procedures necessary to participate. Clear instructions translate to higher participation rates.
- ◆ The program also must educate the public that recycling is the law, not just for the homeowner but for businesses located in that community as well.

Emphasis should be placed on the program's benefits and procedures, as well as on its progress. The education process must continue throughout the life of the program to insure increasing participation.

The following methods are recommended:

1. Recycling container distribution should also include a list of the items to be recycled as well as instructions on how to properly prepare items for recycling. Also included should be the collection schedule, as well as a list of other recycling programs, e.g. HHW Collection Schedule; Motor Oil Recycling Sites; Drop Off Sites for items not accepted in that municipality's Curbside Program.
2. Information should be included in municipal newsletters and calendars.
3. A school educational program will not only go a long way as far as educating the future recycler, but will help in educating their parents.

4. Recycling publicity affects many residents. Typically, residents read local papers more thoroughly. Periodic feedback to the community with a progress report helps keep residents enthusiastic about recycling.
5. Direct communication with local organizations such as realtors, service clubs, institutions, schools, and business and professional organizations. Information should be distributed as to what items must be recycled. Instructions should include annual reporting requirements. Accurate recordkeeping should always be stressed.
6. Notices distributed by recyclers gain interest as residents are more likely to read this information.
7. Recycling Center signs, which indicate what and how to recycle.
8. Delaware County's Recycling Coordinator is available to help with any municipality, business, service club or resident's recycling efforts.
9. Attending events, maintaining booths, etc. where information can be distributed to a large number of interested individuals.
10. Give-aways with the recycling message creates the opportunity to insure recycling will be discussed at a later date.
11. Look for new ways to reduce, reuse, and recycle.

Delaware County continues its outreach efforts in an attempt to increase our recycling rate. In the year 2000, Delaware County reached a 31% recycling diversion rate. In 2001, the recycling rate reached 35%, a year before Governor Ridge's target year.

PA DEP offers §904 Performance Grants to municipalities for their recycling efforts. Prior to 1998, this grant was based primarily on residential recycling. Municipalities could only claim and be rewarded for commercial recycling until it reached the residential threshold. Most municipal employees preparing their Annual Report and Performance Grant wear many hats. Therefore, once this level was achieved, they simply stopped collecting and counting. Beginning in 1998, PA DEP offered an added incentive bonus in its §904 Performance Grants to municipalities. Currently, this new incentive rewards municipalities for documented additional commercial recycling tonnage. It must be noted, that this incentive has done more to improve the recycling rate than any initiative to date. As a result, this one major change has also impacted Delaware County's Annual Report.

Each year in early December, Delaware County's Recycling Coordinator forwards information and a copy of that municipality's PA DEP Report to each municipal manager or, when possible, to their recycling coordinator. The County Recycling Coordinator also attempts to 'go after' area recyclers and larger chains, constantly updating and expanding this list in order to supply municipalities with numbers that are hard to track down. (For example, a local K-Mart does not keep their numbers, their Main Office contracts the cardboard collection operation to a company in Tampa, Florida.) Once these numbers are obtained by the County Recycling Coordinator, they are forwarded to the respective municipality to be verified against any total(s) they may have received, prior to the Annual Report due date. Also, in an effort to capture all recycling totals, municipalities are encouraged to forward the Annual Report, prepared by PA DEP, to all their businesses and area recyclers. In years past, only §904 Grant approved items were requested. By gathering the information early in the year and in the required Annual Report format, §904 Performance Grants are easier to prepare. This "team effort" has also had an affect on the rising recycling rates.

There is an added benefit to the municipality in sending the PA DEP form, as well as requesting recyclers provide totals: a. On their letterhead; b. Along with a valid signature; and c. Dated. This one step often eliminates the need to send additional requests in an attempt to obtain information in the format required by PA DEP when preparing the §904 Performance Grant; thereby, streamlining this process.

#### 5.14 Waste Reduction

Source reduction is gaining more attention as an important solid waste management option. The term most frequently used, "waste prevention," is defined by the EPA as "any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce the amount of toxicity before they become MSW. Prevention also refers to the reuse of products

or material.” Source reduction affects the waste stream before the point of generation. Source reduction is a solid business practice that most manufacturers currently employ.

Examples can be found in replacing glass and steel containers with plastics and aluminum; fewer newspapers are sold, replaced instead by Internet news articles and twenty-four hour television news programs. Aluminum beverage cans weight has been reduced by 19%. Department store catalogs have almost completely disappeared having been replaced by Internet buying. Cardboard boxes have been replaced at Wal\*Marts by collapsible, reusable, plastic-coated boxes. These boxes are then returned to their distribution center and reused rather than recycled. This type of box is expected to become widely used in the future. Products have also been redesigned to reduce weight (automobiles, building materials) or volume (electronics), and to last longer.

Similar to lengthening product life, reuse of products and packages delays the time when the items must finally be discarded. Donating reusable items to charities also delays the time prior to entering the municipal waste stream.

Delaware County is host to many Salvation Army, St. Vincent DePaul, and Goodwill Industries Drop-Off locations. Local libraries often host book collection drives where books are resold at a minimal cost, benefiting the library, reader, and the municipal waste stream. There is also a computer recycling center in Springfield Township that accepts computers that can be refurbished for recycling. However, this center accepts only computers less than 2-3 years old. There is currently no outlet for reusing/recycling older model computers. Computer recycling is a topic that is being addressed by the HHW Coordinators in Delaware, Bucks, Chester, and Montgomery Counties, as well as the City of Philadelphia at their monthly meetings.

### 5.15 Recyclable Materials Market Assessment

Recyclable materials all have their own opportunities and problems. With the onset of the Internet, new opportunities exist that weren't there even three years ago. End users with a specific need in years past spent days even weeks looking for a particular item, e.g. 1968 Chevy Nova windshield. After fruitless weeks of searching for a replacement in the old-fashioned way, this particular item (according to *Waste Age*, January 2001) was located in about 20 minutes in a junkyard in Arizona.

The barriers to matching buyers and sellers shrink with the Internet. Recycling via Internet methods can only be expected to increase. Companies interested in buying and selling recyclables now turn to the Internet to shop price and to find end users.

The Internet has changed the way we do business. Recycling via the Internet, however, is still in its infancy state. Currently, companies like Georgia-Pacific Corporation, International Paper Company, along with the Aluminum Association, National Recycling Coalition, and the Institute of Scrap Recycling Industries have websites, just to name a few.

Exhibit 5-B, pages 1 through 3 list the most generalized end use markets for recovered newsprint, mixed paper, cardboard, high-grade office paper, aluminum, steel, glass, PET, and HDPE plastics. In the coming years, the Internet will open up new markets for recyclables giving recycling a new outlet. Instead of brokers sitting on items until their local market rebounds, the recycler can take advantage of markets that were previously foreign to them.

### 5.16 Recycling Programs' Summary

Environmentally conscious people live in Delaware County. Before it became law, Delaware County residents recycled. As discussed above, information is published in a variety of formats for our residents. With most people being computer literate, recycling information on

all of the above topics in this chapter has been included in Delaware County's Website: [www.co.delaware.pa.us/recycle](http://www.co.delaware.pa.us/recycle).

The next ten years should prove interesting as it relates to recycling. Ways of doing business are changing. No longer do people rely on newspapers to bring the world to them. Twenty-four hour television news programs as well as Internet connections provide this information as quickly as it happens. Plastics and aluminum are replacing Glass. Plastics, aluminum, and metals are all being made lighter and stronger, replacing wood and being used to build everything from homes, cars, furniture, etc. Used tires are being used in macadam for driveways, roadways, parking bumpers, and roofing shingles. The test of time will determine how successful these will be and whether in ten years' time, this will become an essential manufacturing ingredient.

Source reduction translates to good business practices. Computers have dramatically increased their capacity in the last ten years and have gone from weighing 20-30 pounds to less than 5 pounds. Cell phones have gone from pounds to ounces. Delaware County's Cell Phone Recycling Program is expected to be intermittently repeated until a long-range plan can be implemented. Computer recycling is in the brainstorming stage. These two items, in particular, are in need of local recycling outlets. Recycling and disposal of electronic equipment responsibly, represents a large challenge for the recycling and MSW industry in the next ten years.

Recycling's largest obstacle has always been the documentation of commercial totals. Delaware County recycles much more than the totals indicate. Prior to 1998, most municipal managers viewed the PA DEP Annual Report as a necessary evil; not correlating that report with the §904 Performance Grant filed later in the year. To that point, commercial totals could only be counted for the §904 Grant until the municipality reached their residential threshold. Some

municipalities simply could not justify the time or resources needed to ‘go after’ these additional totals. However, with the added commercial incentive bonus offered by PA DEP in its §904 Grant, along with the County Recycling Coordinator’s help, municipal managers have made a concerted effort to go after these previously unharvested commercial totals. It is felt that this PA DEP bonus has been the singlemost motivating initiative to increasing recycling totals to date.

In an effort to streamline this process, the County Recycling Coordinator is attempting to educate the responsible municipal individuals on affective ways to create data bases using their tax rolls, with personalized form letters, and follow-up with area recyclers and local businesses. Grocery stores and local retailers trucking their cardboard out-of-state, are now being held accountable. State and federal offices located in Delaware County are all being approached for their recycling totals. Area recyclers have all been contacted and informed of the new PA DEP initiative. As a result, this has helped recyclers understand why municipalities are so insistent in obtaining complete and accurate totals. PA DEP forms have been supplied to area recyclers in an effort to streamline their process and ‘get them onboard’.

As municipalities see their §904 Grants increase, they are more eager to make sure all businesses are in compliance. In an attempt to capture all recycling totals, a team effort approach has been organized in Delaware County to share information.

## **6.0 SELECTION AND JUSTIFICATION OF MUNICIPAL WASTE MANAGEMENT PROGRAM**

Act 101 §502 requires an analysis of the county's Municipal Waste Management Program, including facility selection and cost of disposal.

Delaware County is in a unique position that through the DCSWA it owns two transfer stations for the acceptance of all Delaware County Residential MSW as well as a landfill. The transfer stations also accept Delaware County commercial solid waste, excluding C & D, sewage sludge, and infectious wastes. A contract with American Ref-Fuel, WTE facility, provides for the disposal of MSW transferred from the DCSWA-owned transfer stations until 2017. Ash and residue are transported to DCSWA-owned Rolling Hills Landfill, where landfill capacity assurances exit through 2040. Commercial haulers are charged the current tipping rate of \$48.00 per ton. Operations of these facilities are primarily funded through Delaware County Property Taxes.

### **6.1 Suspension of Flow Control**

On January 21, 1997 Delaware County adopted Ordinance #97-1, Suspension of Flow Control (Appendix C). This ordinance was enacted for the primary purpose of "suspension of mandated flow control of acceptable waste to county designated facilities." Ordinance #97-1 also addresses the "establishment of tipping fees and other conditions for the disposal of commercial waste." Ordinance #97-1 amended Ordinance #90-4 (Appendix D).

### **6.2 Residential MSW**

Residential MSW is brought to either Transfer Station #1 or Transfer Station #3. The City of Chester transports their residential MSW directly to American Ref-Fuel, which is located in that municipality, for processing. MSW is transported to these facilities via municipal public

employees, or haulers contracted by the municipality, or through private residential subscription service. There is no tipping fee for residential MSW.

### 6.3 Commercial Solid Waste

DCSWA-owned as well as private transfer stations are available for the disposal of Delaware County commercial solid waste. Delaware County haulers were sent questionnaires in an attempt to accurately compile information for this Plan, see Appendix H.

Refuse haulers with commercial accounts using county facilities are currently charged \$48.00 per ton; private Delaware County Transfer Stations currently charge \$60.00 per ton with a \$30.00 minimum.

### 6.4 Operation of Transfer Facilities and Transportation

The internal operation of the DCSWA-owned transfer stations as well as the transportation to the WTE facility is subcontracted to Waste Management, Inc. of Bristol, PA, formerly Empire Sanitary Landfill, Inc. This current contract runs until 2005, with an option by the DCSWA to renew for an additional five-year period, which expires November 16, 2010. A current contract can be found in Appendix B.

DCSWA-owned transfer stations' locations allow for the efficient handling of MSW; least amount of down time for MSW haulers; flexibility to adapt to potential changes in collection technology; flexibility in the hours of operation and the ability, when necessary, to accommodate Saturday deliveries.

The cost associated with the operation of the transfer stations is included in the subsidy the Authority receives from the County as well as tip fees from commercial haulers.

### 6.5 Waste-to-Energy Facility

The DCSWA is under contract with American Ref-Fuel for the disposal of MSW generated in Delaware County. This contract runs through 2017, which exceeds the term of this

current Plan. (See Appendix A.) All ash generated at this facility becomes the property of the DCSWA. Ash is transported and disposed of at the Rolling Hills Landfill. The cost associated with our involvement with the WTE facility is included in the subsidy the Authority receives from the County.

#### 6.6 Rolling Hills Landfill

The DCSWA owns and operates the Rolling Hills Landfill for the County of Delaware. This landfill accepts all Delaware County's residential MSW and most commercial solid waste. Landfill capacity exists for the next 39.5 years, see Section 3.1.2 and/or Table 4-4. The cost associated with the operation of this facility is included in the subsidy the Authority receives from the County as well as tip fees from commercial haulers.

#### 6.7 Igloo Glass and Aluminum Drop-Off Program

The DCSWA operates a glass and aluminum Drop-Off Program. Currently, there are fifty (50) collection sites. Clear, green, and brown glass are collected. Some sites also collect aluminum. Collection locations can be found on the County's Recycling Website: Delaware County's Recycling Guide; PA DEP Recycling Hotline; the Delaware County Verizon Telephone Book; TODAY/Almanac; along with periodic press releases. The cost associated with operating this program is included in the subsidy the Authority receives from the County.

#### 6.8 Compost Farm

The DCSWA Compost Farm is a 7-acre farm located on the 30-acre Transfer Station #1 property, located in Chester Township. The daily operation of this farm is subcontracted with fees based on incoming leaf tonnage. The cost of this operation runs between \$140,000-\$160,000 annually. Half of the compost crop is stockpiled at the Transfer Stations for county residents with the subcontractor receiving the other half. Information regarding the Compost Farm along with hours residents can pick up compost is listed in the Delaware County Recycling

Guide and Delaware County's Website. Signs are also posted at each Transfer Station. The cost associated with this program is included in the subsidy the Authority receives from the County.

#### 6.9 Household Hazardous Waste Collection Events

Prior to Delaware County partnering with Bucks, Chester, Montgomery Counties and the City of Philadelphia, program costs ran over \$98,000. for three events in 1997. As a result of the Inter-Governmental Agreement, Delaware County is now able to take advantage of volume discounts by hiring one vendor for all 20+ annual events and reduced advertising costs. Each county still pays their own costs. A list of collection events can be found in Delaware County's Recycling Website; PA DEP's Website; Bucks, Chester, Montgomery, and Philadelphia Websites; PA DEP Recycling Hotline; the Delaware County Verizon Telephone Book; TODAY/Almanac; and in press releases prior to each event. HHW brochures are also sent to each Delaware County municipal manager, state representative and state senator. This information is often included in municipal calendars, packets to new residents, municipal cable TV stations, and township and municipal leaders' newsletters. Delaware County's costs, including advertising for the five events in 2000 was less than \$64,000. A grant from PA DEP reimburses the County at a rate of 50%. Delaware County's WTE facility also helps defray the cost of these events. The cost associated with operating this program is included in the subsidy the Authority receives from the County.

#### 6.10 Motor Oil, Antifreeze and Car Battery Collection Program

Delaware County gas station owners, car dealers, automotive repair facilities, and municipalities understand the need to recycle the above items. More than 30 facilities currently participate in this recycling program. Information regarding collection sites are listed on Delaware County's Recycling Website, PA DEP Recycling Hotline, TODAY/Almanac, Verizon Telephone Book as well as one side of the insert to the HHW brochures. The participating

facilities individually bear the costs associated with operating this program. Other than the minimal cost associated with printing inserts, there is no cost to either the County or the DCSWA associated with this program. In the event that these items are brought to a HHW Collection Event, the costs are included in the HHW Program costs.

#### 6.11 Hazardous Battery Collection Program

There are a number of collection sites in Delaware County, which collect and recycle any number of hazardous batteries. Sites can be found by calling the Battery Recycling Hotline at 1-800-BATTERY. There are numerous local collection sites including all Radio Shacks and True Value Hardware Stores. There is no cost to either the County or the DCSWA associated with this program. In the event that these items are brought to a HHW Collection Event, the costs are included in the HHW Program costs.

#### 6.12 Auxiliary Recycling Programs

During the summer months of 2000, the DCSWA hosted a Cell Phone Recycling Program. Collection sites were in libraries, county and municipal buildings, state office buildings, as well as private companies. To kick-off the program, a press conference was called with local newspapers and TV stations highlighting the program. Over 3,000 phones were collected. Of these, 300 were given to the Delaware County's District Attorney for use in his Domestic Abuse Program. The remaining phones, batteries, and chargers were sent to Call-to-Protect in Ann Arbor, MI. This is a national foundation, where phones are refurbished and given to Domestic Abuse Shelters or requesting District Attorneys for a similar type program. The County's Library System collected most of the phones along their regular route, while County Community Service Workers picked up the balance, packaged, and readied the phones for mailing. The phones collected numbered more than six times what was initially expected. The cost associated with this three-month program was approximately \$2,000. The cost associated

with operating this program was included in the subsidy the Authority receives from the County. This program is expected to run intermittently over the next ten years.

### 6.13 Recycling Program Administration

Delaware County's Recycling Coordinator administers the County's Recycling Program.

Responsibilities include:

1. Submission of Delaware County's Recycling Report to PA DEP annually prior to April 1<sup>st</sup>.
2. Submission of Delaware County's Recycling Grants to PA DEP.
3. Remain current with all new laws and regulations as they pertain to recycling.
4. Attend pertinent seminars and training sessions as they pertain to recycling.
5. Keep municipal leaders abreast of all relevant recycling information.
6. Project Officer for Delaware County's HHW Program.
7. Project Officer for Delaware County's Igloo Program.
8. Project Officer for Delaware County's Compost Farm Program.
9. Remain abreast of the recycling industry's newest innovations.
10. Develop and maintain contacts with area haulers and recyclers.
11. Develop and implement recycling educational programs for Delaware County school children, businesses, service clubs, etc.
12. Attend evening and Saturday meetings and events pertaining to recycling and HHW.
13. Serve as a recycling consultant with all municipalities, giving technical assistance; advising them when grants become available; along with assisting in the submission of applicable recycling grants.
14. Maintain an up-to-date Delaware County Recycling Website.
15. Maintain an up-to-date Delaware County Recycling Guide.
16. Serve as the liaison between the County and PA DEP as it pertains to recycling in Delaware County.

Delaware County's Recycling Coordinators' salary and expenses are included in the subsidy the Authority receives from the County. These costs are reimbursed to the County at a rate of 50% by a PA DEP Act 101, §903 Grant.

#### 6.13.1 Educational Promotions

In an effort to leave an impression during speaking engagements, the Recycling Coordinator maintains stock of typical recycling give-away items, which include: coloring books, greenback pencils, rulers, bike bottles all displaying the *Delaware County Recycles*

message. The Authority also distributes 15,000 HHW brochures annually. Act 101 §902 grant funds were used to help offset these costs.

Internally generated, seek and finds; puzzles; the 3 R's of Recycling; informational flyers on the proper procedure to dispose latex paint, how to rid your home of junk mail; battery recycling information, just to name a few, have been developed and duplicated (in house). The cost for producing this literature is included in the subsidy the Authority receives from the County.

## **7.0 IMPLEMENTING ENTITY IDENTIFICATION**

Delaware County Council is responsible for implementing this Municipal Waste Management Plan. Delaware County Council is given that authority by virtue of Pennsylvania Act 101 as well as the Delaware County Home Rule Charter. The County requested that the DCSWA revise this plan and submit it for Delaware County Council's approval. Council's approval can be seen in Exhibit 7-A.

The DCSWA requested and received assistance in completing this document from a number of Delaware County Departments; PA DEP; independent consultant firms; independent environmental and engineering groups; private medical facilities; waste water treatment facilities; private sector solid waste companies; as well as private recycling companies.

By way of the above, the DCSWA has secured adequate processing/disposal capacity for Delaware County-generated municipal solid waste for a period of ten year.

By owning transfer stations and landfill as well as awarding contracts for transporting MSW and the WTE facility, the DCSWA has reduced the overall solid waste management system costs.

## 8.0 PUBLIC FUNCTION

Delaware County has determined that provisions of the following municipal waste processing and disposal facilities is a public function:

- ◆ Transfer Station #1 and #3
- ◆ American Ref-Fuel ~ Waste-to-Energy Facility
- ◆ Rolling Hills Landfill

Delaware County, via the DCSWA, assumes the responsibility for Transfer Station #1 and #3. Both are owned by Delaware County and operated by an independent contractor, Waste Management, Inc. of Bristol, PA.

American Ref-Fuel, via a Service Agreement with the DCSWA, will operate the waste to energy facility for Delaware County MSW until 2017, at a minimum.

Delaware County has further determined that provision of the Rolling Hills Landfill as a municipal waste disposal facility for MSW, ash residue, and by-pass waste is a public function. The DCSWA assumes the responsibility for the ownership and operation of Rolling Hills Landfill.

Delaware County has also determined that recycling programs, recordkeeping, and education is a public function. The DCSWA assumes the responsibility for administering these projects and programs.

Delaware County, via property taxes and tipping fees provide revenue to defray capital and operating costs associated with Transfer Station #1 and #3, Rolling Hills Landfill, American Ref-Fuel Waste-to-Energy Facility, and the Recycling Department.

## **9.0 IMPLEMENTING DOCUMENTS**

In order to provide at least ten (10) years of waste disposal capacity, Delaware County has adopted a series of ordinances and service agreements. A list of existing implementing documents adopted and/or executed to implement the 2002 Solid Waste Management Plan can be found listed in the Exhibits and Appendices.

### **9.1 Documents**

Appendix A contains a copy of the executed Restated Service Agreement between American Ref-Fuel; DCSWA; and Delaware County which assures disposal and processing of Delaware County's MSW at this WTE facility until 2017.

Appendix B contains a copy of the executed agreement between Waste Management, Inc., formerly known as Empire Sanitary Landfill, Inc. for the transportation of waste to the WTE facility through November, 2010.

Appendix C contains Delaware County Ordinance #97-1, which eliminated Flow Control effective January 31, 1997.

Appendix D contains Delaware County Ordinance #90-4, which provided rules and regulations governing the use of county designated facilities; including implementation of the Delaware County Solid Waste Management Plan. This ordinance became effective January 5, 1991.

## **10.0 ORDERLY EXTENSION**

This 2002 Plan has been developed in compliance with the provisions of Act 101, the Municipal Waste Planning, Recycling and Waste Reduction Act, 53 P.S. §4000.101, et seq., and the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101, et seq.

This 2002 Plan has been developed in a manner that is consistent with the needs of Delaware County and is consistent with the 1985 and 1990 Solid Waste Management Plans and the Delaware County Comprehensive Plan. This Plan is consistent with local municipal land use plans and zoning ordinances of participating municipalities. It is also consistent with regional land use plans and policies developed by the Delaware Valley Regional Planning Commission. The Plan has taken into consideration planning, zoning, population forecasts, engineering, and economics.

## 11.0 PUBLIC PARTICIPATION

The County of Delaware has complied with all of the provisions relating to the appointment of a Solid Waste Advisory Committee as prescribed in Act 101 §503.

Questionnaires were sent to area hospitals, refuse haulers, and private transfer station operators. Copies of those questionnaires can be found in Appendix H.

Minutes of the Solid Waste Advisory Committee meetings are included in Appendix E.

Public Notice was issued prior to each Solid Waste Advisory Committee Meeting allowing the public to attend. See Appendix F.

Following Delaware County Council's approval of the *Delaware County Solid Waste Management Plan Nonsubstantial Revision - 2002*, a ninety (90) day public review and comment period was advertised. Interested parties were advised that they could review this Plan at the DCSWA's main office located at Rose Tree Park – Hunt Club, 1521 N. Providence Road, Media, PA. Comment sheets were available for public input. A copy of which can be found in Appendix H. Other than the comments received from American Ref-Fuel (Appendix G), no other comments were received. A response to these comments can also be found in Appendix G.

A public SWAC meeting was held on Wednesday, May 29, 2002. The purpose of this meeting was to hear public comment. Lacking public comment, the SWAC voted to approve the Plan with the noted changes and to submit the Plan to Delaware County Council for approval and finally to PA DEP. Minutes can be found in Appendix E.

### 11.1 Implementation of the Plan

Delaware County's Solid Waste Advisory Committee will oversee the implementation of this Plan effective with PA DEP's final approval.

# **TABLES**

**TABLE 2-1**  
**+ DELAWARE COUNTY**  
**WASTE CHARACTERISTICS**

<b>YEAR</b>	<b>TOTAL SOLID WASTE *</b>	<b>TOTAL RECYCLABLES *</b>	<b>DIVERSION RATE</b>
1995	401,372	30,679	8%
1996	424,730	41,787	10%
1997	428,049	91,038	21%
1998	497,116	117,255	24%
1999	481,220	135,283	28%
2000	391,266	134,516	34%
2010**	402,595	140,908	35%
2015**	400,162	140,057	35%
2020**	400,416	140,146	35%

\* Totals include Municipal and Commercial.

**SOURCE:**

+ Delaware County Solid Waste Authority

\*\* Delaware County Planning Department

**TABLE 2-2**  
**+DELAWARE COUNTY**  
**MUNICIPAL SOLID WASTE COLLECTION FIGURES**

Municipality	1995	1996	1997	1998	1999	2000	2001
Aldan Borough	2,594	2,582	2,491	2,150	2,437	2,351	2,499
Aston Township	6,746	7,517	6,940	7,217	7,182	7,199	7,061
Bethel Township	1,861	1,981	2,132	2,411	2,744	2,957	3,109
Brookhaven Borough	3,864	3,873	3,946	3,692	3,807	4,002	3,047
*Chadds Ford Township	1,733	1,755	1,611	1,781	2,024	1,954	1,936
*Chester Heights Borough	1,263	1,251	1,174	1,298	1,475	1,529	9,586
Chester Township	2,117	2,446	2,478	2,203	2,197	2,046	1,515
City of Chester	13,381	13,094	11,830	11,856	11,469	9,184	2,160
Clifton Heights Borough	3,284	3,383	3,250	3,316	3,246	3,313	3,287
Collingdale Borough	4,104	4,249	4,111	4,146	4,089	4,330	4,183
Colwyn Borough	1,225	1,103	1,095	1,098	1,191	1,082	1,145
*Concord Township	3,852	3,868	3,582	3,960	4,499	6,122	6,065
Darby Borough	4,323	4,440	4,202	4,525	4,743	3,704	4,899
Darby Township	5,691	6,575	6,205	5,985	5,439	5,781	5,089
East Lansdowne Borough	1,335	1,475	1,345	1,404	1,325	1,297	1,462
Eddystone Borough	1,325	1,181	1,170	1,529	1,578	1,289	1,292
*Edgmont Township	1,520	1,565	1,413	1,562	1,775	2,415	2,392
Folcroft Borough	3,441	3,575	3,530	3,655	3,511	3,345	3,048
Glenolden Borough	2,210	2,384	2,630	2,385	3,467	3,045	3,127
Haverford Township	21,813	24,186	22,395	22,783	22,732	23,311	23,054
Lansdowne Borough	5,142	5,465	5,250	5,204	5,042	5,176	5,030
Lower Chichester Township	1,929	1,962	1,869	1,916	2,022	1,967	1,977
Marcus Hook Borough	1,498	1,349	1,230	1,176	1,201	1,287	833
Marple Township	10,751	11,662	10,795	11,077	11,330	11,441	11,401
Media Borough	1,865	2,072	1,629	1,505	1,522	1,614	1,388
*Middletown Township	7,851	7,979	7,300	8,070	9,170	9,900	9,809
Millbourne Borough	374	364	394	298	201	58	8
Morton Borough	1,152	1,193	1,124	1,323	1,348	1,453	1,061
*Nether Providence Township	7,351	7,422	6,834	7,556	8,585	8,293	8,216
*Newtown Township	2,585	3,454	5,772	6,810	6,385	7,210	7,144
*Norwood Borough	3,424	3,427	3,183	3,519	3,999	3,344	3,315
Parkside Borough	1,159	1,286	1,175	1,123	1,147	1,221	1,131
Prospect Park Borough	2,886	3,121	3,015	3,070	3,101	3,143	3,019
Radnor Township	8,051	8,839	8,644	9,023	9,570	9,795	10,217
Ridley Park Borough	3,972	3,186	3,368	3,183	3,153	3,106	3,340
Ridley Township	16,166	16,529	15,964	16,198	16,630	16,944	16,945
*Rose Valley Borough	546	552	507	561	637	582	576
Rutledge Borough	671	705	575	688	690	429	509
Sharon Hill Borough	2,779	2,527	2,135	1,675	2,085	3,215	3,226
Springfield Township	11,998	12,732	11,687	11,732	12,074	12,191	12,140
Swarthmore Borough	2,049	2,272	1,947	1,935	2,010	1,615	1,841
*Thornbury Township	2,624	2,603	2,442	2,697	3,065	4,372	4,331
Tinicum Township	2,495	2,683	2,687	2,816	2,818	2,697	2,714
Trainer Borough	1,013	1,176	1,132	1,104	1,187	1,281	1,378
Upland Borough	1,542	1,595	1,516	1,540	1,601	1,589	1,566
Upper Chichester Township	5,961	6,391	6,591	6,840	7,145	7,230	7,290
Upper Darby Township	35,157	37,907	36,436	36,676	37,221	37,845	38,532
Upper Providence Township	4,042	4,426	4,233	4,445	4,439	3,756	3,756
Yeadon Borough	3,874	3,655	3,845	3,880	4,019	3,742	3,916
<b>MSW YEARLY TOTALS</b>	<b>238,587</b>	<b>251,017</b>	<b>240,805</b>	<b>246,595</b>	<b>254,325</b>	<b>256,750</b>	<b>265,655</b>

SOURCE:

+Delaware County Solid Waste Management Division

\*Subscription Municipality Tonnages Estimated per 1990 and 2000 Population Census Figures

**TABLE 2-3  
DELAWARE COUNTY  
SOLID WASTE COLLECTION SYSTEMS**

<b>Municipality</b>	<b>2000 Census Population+</b>	<b>Municipality Type++</b>	<b>Existing MSW Collection System++*</b>
Aldan Borough	4,313	Borough	McCusker / Ogborne
Aston Township	16,203	1st Class Twp.	Municipal
Bethel Township	6,421	2nd Class Twp.	McCusker / Ogborne
Brookhaven Borough	7,985	Borough	J.P. Mascaro
Chadds Ford Township	3,170	2nd Class Twp.	Subscription**
Chester Heights Borough	2,481	Borough	Subscription**
Chester Township	4,604	2nd Class Twp.	Laxton Enterprises
City of Chester	36,854	City	Waste Management
Clifton Heights Borough	6,779	Borough	Municipal
Collingdale Borough	8,664	Borough	Municipal
Colwyn Borough	2,453	Borough	BFI
Concord Township	9,933	2nd Class Twp.	Subscription**
Darby Borough	10,299	Borough	City Wide Services
Darby Township	9,622	1st Class Twp.	City Wide Services
East Lansdowne Borough	2,586	Borough	Waste Management
Eddystone Borough	2,442	Borough	Municipal
Edgmont Township	3,918	2nd Class Twp.	Subscription**
Folcroft Borough	6,978	Borough	City Wide Services
Glenolden Borough	7,476	Borough	City Wide Services
Haverford Township	48,498	1st Class Twp.	Municipal
Lansdowne Borough	11,044	Borough	Municipal
Lower Chichester Township	3,591	1st Class Twp.	Municipal
Marcus Hook Borough	2,314	Borough	Laxton Enterprises
Marple Township	23,737	1st Class Twp.	Municipal
Media Borough	5,533	Borough	Municipal
Middletown Township	16,064	2nd Class Twp.	Subscription**
Millbourne Borough	943	Borough	J & K Trash
Morton Borough	2,715	Borough	Waste Management
Nether Providence Township	13,456	1st Class Twp.	Subscription**
Newtown Township	11,700	2nd Class Twp.	Subscription**
Norwood Borough	5,985	Borough	City Wide Services
Parkside Borough	2,267	Borough	Laxton Enterprises
Prospect Park Borough	6,594	Borough	Municipal
Radnor Township	30,878	1st Class Twp.	Municipal
Ridley Park Borough	30,791	Borough	McCusker / Ogborne
Ridley Township	7,196	1st Class Twp.	Municipal
Rose Valley Borough	944	Borough	Subscription**
Rutledge Borough	860	Borough	McCusker / Ogborne
Sharon Hill Borough	5,468	Borough	City Wide Services
Springfield Township	23,677	1st Class Twp.	Municipal
Swarthmore Borough	6,170	Borough	Accurate Trash
Thornbury Township	7,093	2nd Class Twp.	Subscription**
Tinicum Township	4,353	1st Class Twp.	Municipal
Trainer Borough	1,901	Borough	Laxton Enterprises
Upland Borough	2,977	Borough	Municipal
Upper Chichester Township	16,842	1st Class Twp.	Municipal
Upper Darby Township	81,821	1st Class Twp.	Municipal
Upper Providence Township	10,509	2nd Class Twp.	J.P. Mascaro
Yeadon Borough	11,762	Borough	BFI
<b>GRAND TOTAL</b>	<b>550,864</b>		

\*\* Residents subscribe to any of the following haulers: Accurate Trash Removal, Inc., John L. Blosenski & Sons, Banta's

McCusker/Ogborne Waste Services, Osborn S. Brown, R.T. Opdenaker & Sons, Inc., Howard C. Paul, Waste Management of Delaware Valley

**SOURCE:**

+ Delaware County Planning Department

++ Delaware County Solid Waste Management Division

\* Private haulers listed are contracted for service with the municipality.

**TABLE 2-4**  
**+ COMMERCIAL WASTE TOTALS**

<b>COMMERCIAL TOTALS</b>	
<b>YEAR</b>	<b>TONNAGE TOTALS</b>
1995	138,786
1996	137,359
1997	96,106
1998	122,168
1999	122,168
2000	101,960

SOURCE:

+ Delaware County Solid Waste Management Division

**TABLE 2-5**

**CAPACITY SUMMARY OF  
SEWAGE AND SEPTAGE SLUDGE FACILITIES**

<b>Wastewater Treatment Plants</b>	<b>EDUs<sup>a</sup> Serviced</b>	<b>Residents Serviced</b>	<b>Plant Type</b>	<b>Current Flow (MGD)</b>	<b>Current Capacity (MGD)</b>
DELCORA	--	289,700	Extended Aeration	31.02	44.0
Phila SW	--	131,164 <sup>b</sup>	Extended Aeration	56 <sup>b</sup>	50.0 <sup>b</sup>
SWDCMA	21,000	--	Trickling Filter	5.6	6.0
Brookhaven WWTP	726	2,178	Trickling Filter	0.156	0.192
Rose Valley STP	364	--	Trickling Filter <sup>a</sup>	0.102	0.13
Wilmington WWTP	5,100	12,750	Extended Aeration	1.6 <sup>c</sup>	3.0 <sup>c</sup>
Tinicum Township STP	--	4,400	Trickling Filter	0.85	1.4
Little Washington WWTP (Media)	--	15,000	Extended Aeration	1.4	1.8
Concord Township STP	1,114 <sup>d</sup>	14,030	Extended Aeration	0.39	1.0
Thornbury Township WWTP	152	900 <sup>e</sup>	Extended Aeration	0.04	0.06
Glen Mills School TF	--	850 <sup>f</sup>	Extended Aeration	0.07	0.15
Cheyney University TF	--	1,600	Trickling Filter	0.0825	0.27
Ridings at Chadds Ford STP	72 <sup>g</sup>	207	Extended Aeration	0.02	0.08
Henderson/Knight's Bridge WWTP	--	--	Extended Aeration	0.03	0.045
Springhill Farm STP	--	--	Extended Aeration	0.09	0.09
Pantos/Painter's Crossing WWTP	--	--	Extended Aeration	0.036	0.07
<b>TOTAL</b>	<b>28,528</b>	<b>472,779</b>		<b>97.4865</b>	<b>108.287</b>

## TABLE 2-5

### CAPACITY SUMMARY OF SEWAGE AND SEPTAGE SLUDGE FACILITIES

**Legend:**

WWTP - Wastewater Treatment Plant

STP - Sewage Treatment Plant

TF - Treatment Facility

SWDCMA - Southwest Delaware County Municipal Authority

DELCORA - Delaware County Regional Water Quality Control Authority

Phila SW - Philadelphia Southwest Water Pollution Control Facility

MGD - Million gallons per day

a - Customers served is measured in Equivalent Housing Units (EDUs)

b - DELCORA agreement with City of Phila. is for 50MGD avg. flow, with a surcharge for flow over 50MGD. Population figure and only for Delaware County portion. 39.68 MGD of the flow comes from DELCORA, the remainder of the 56 MGD comes directly from Upper Darby Twp., and also includes wastewater from Millbourne, East Lansdowne, Haverford, and Yeadon.

c - sent to New Castle County, Delaware via the Southern Delaware County Authority. Numbers are for SDCA controlled flow to plant (Delaware County portion).

d - Based on current flow rate for STP and 350 gpd per edu.

e - Based on 300 homes serviced and Census Data of 3.0 residents/home in Thornbury Twp.

f - Number represents the number of students living at the school, does not include staff.

g - Currently 69 residential homes and 3 commercial buildings. On 9/21/01 a new project begins, constructing 57 new homes, commercial buildings (medical and office), and 3 existing residential developments (Longview, Summit, and Woodland) are to be connected to the plant.

-- Indicates data unavailable or not on record.

Most population figures for Residents Serviced are approximate.

**SOURCE:**

Delaware County Planning Department

**TABLE 2-5A**  
**GENERATION SUMMARY OF WATER SLUDGE**  
**FACILITIES**

	<b>Flow</b>	<b>Sludge Produced Per Year</b>	<b>Percent Solids</b>
Philadelphia Suburban Water, Crum Creek facility	20 MGD	7500 tons	20%
Philadelphia Suburban Water, Ridley Creek facility	4.0 MGD	900 tons	20%

MGD – million gallons per day  
Percent Solids is percent dry solids by weight

**SOURCE:**  
Delaware County Planning Department

**TABLE 2-6**  
**LIST OF SLUDGE HANDLERS**  
**AND SEPTIC SYSTEM PUMPERS +**

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Sludge Handlers

Earth America  
 888-984-1000

Eldredge Wastewater Management  
 898 Fernhill Road  
 West Chester, PA 19380  
 610-436-4749

Environmental Solutions Group, Inc.  
 Chester Heights, PA  
 610-459-3888

Septic System Pumpers

AA Ace Cesspool Cleaning  
 3811 Pyle Road  
 Chadds Ford, PA 19317  
 610-459-2210

Ace Disposal Corporation  
 1133 W. Valley Hill Road  
 Malvern, PA 19355  
 610-644-3685, 800-746-2612

American Sewer Service, Inc.  
 Newtown Square, PA 19073  
 610-353-0992

Delaware Valley Septics  
 136 Maplewood Avenue  
 Upper Darby, PA 19082  
 610-789-0739

Bregande Excavating & Contracting  
 1320 Valley Road  
 Glen Mills, PA 19342  
 610-459-1616

Arrow Sanitary Service, Inc.  
 1772 Pulaski Highway  
 800-880-4797  
 Bear, PA

Septic System Pumpers (continued)

Concord Wastewater Services, Inc.  
 186 Andrien Road  
 Glen Mills, PA  
 610-459-1111

Earth America  
<http://www.earthcareus.com>  
 610-321-0940

Steve Eldredge Sanitation  
 Media, PA 19063  
<http://www.sweetwaterseptic.com>  
 610-565-5116

Gray Brothers, Inc.  
 1696 E. Lancaster Avenue  
 Paoli, PA 19301  
 610-644-2800, 610-296-2888

K. V. Excavating  
 508 Cherry Tree Road  
 Aston, PA 19014  
<http://www.kvexcavating.baweb.com>  
 610-494-8600

Leary Higgins Co.  
 910 Camaro Run Road  
 West Chester, PA 19380  
 610-692-0231

OnSite Management, Inc.  
 West Chester, PA 19380  
<http://www.onsitemgt.com>  
 610-430-3100

Samuel W. Rice & Son, Inc.  
 610-459-5700

William Sweigart & Sons Sanitation Service,  
 Inc.  
 506-B Weir Road  
 Aston, PA 19014  
 610-485-3272

**SOURCE:**

+ Delaware County Planning Department

**TABLE 2-7**  
**+DELAWARE COUNTY COMPOST FARM HISTORY**  
**1996-2001**

MUNICIPALITY	1996 LEAF COMPOST	1997 LEAF COMPOST	1998 LEAF COMPOST	1999 LEAF COMPOST	2000 LEAF COMPOST	2001 LEAF COMPOST
ALDAN						
ASTON	340.88	454.08	321.81	308.11	317.23	447.51
BETHEL		0.64		0.56		
BROOKHAVEN	219.86	208.71	181.54	187.29	171.79	192.52
CHADDS FORD						6.84
CHESTER CITY	44.66	70.14	73.36	108.02	70.43	106.53
CHESTER HEIGHTS						
CHESTER TOWNSHIP			0.69	1.93	4.95	4.49
CLIFTON HEIGHTS				17.74	6.64	14.5
COLLINGDALE						
COLWYN	14.8					
CONCORD	1.1	1.68				
DARBY BOROUGH	47.65	46.12	38.78	31.78	27.53	24.78
DARBY TOWNSHIP	4.46		32.72	8.89	10.11	25.21
EAST LANSDOWNE						
EDDYSTONE						
EDGMONT						
FOLCROFT	34.24	30.47	32.32	28.18	18.25	29.53
GLENOLDEN	11.06	47.05	50.52	36.42	43.65	81.88
HAVERFORD	2342.66	2839.85	1817.24	2036.94	1770.43	2,461.60
LANSDOWNE	146.35	105.97	166.86	221.39	224.47	256.46
LOWER CHICHESTER						
MARCUS HOOK	6.05	8.25	3.68	4.76	6	8.12
MARPLE	595.75	1448.58	1025.79	1131.65	1017.37	1,473.31
MEDIA	93.66	206.92	38.59	158.15	132.96	242.31
MIDDLETOWN	112.8	122.93	70.16	76.63	58.27	74.84
MILLBOURNE						
MORTON						
NETHER PROVIDENCE	51.96	121.61	73.24	116.33	312.4	45.99
NEWTOWN						
NORWOOD		10.79	11.13			
PARKSIDE				0.06		
PROSPECT PARK	71.94	65.17	51.26	66.03	47.19	69.01
RADNOR						
RIDLEY PARK	125.15	110.61	137.37	151.43	148.98	173.68
RIDLEY TOWNSHIP	425.7	468.71	409.66	379.1	327.11	511.03
ROSE VALLEY						
RUTLEDGE						
SHARON HILL	8.4	16.87	12.23	69.32	102.64	104.4
SPRINGFIELD	862.45	979.07	706.13	894.59	704.1	1048.96
SWARTHMORE	620.65	29.8	1.16	19.92	15.26	12.75
THORNBURY						
TINICUM				141.84	150.43	93.36
TRAINER						
UPLAND	33.28	42.54	30.13	29.49	26.1	40.16
UPPER CHICHESTER	212.11	333.29	264.45	217.32	191.66	411.15
UPPER DARBY	530.6	651.5	401.65	356.65	386.55	525.55
UPPER PROVIDENCE	8.32	6.09	4.24	24.64	19.58	28.8
YEADON	125.73	139.88	91.43	83.43	93.45	109.02
DELAWARE COUNTY				29.56	19.09	12.2
COMMERCIAL					6.08	3.29
<b>TOTAL</b>	<b>7,092.27</b>	<b>8,567.32</b>	<b>6,048.14</b>	<b>6,938.15</b>	<b>6,430.70</b>	<b>8639.78</b>

SOURCE

+Delaware County Solid Waste Authority

**TABLE 2-8**

**DELAWARE COUNTY RECYCLING SITES  
for  
USED - MOTOR OIL / ANTI-FREEZE / CAR BATTERIES +**



TOWN	NAME	ADDRESS	NUMBER	PHONE COLLECT
Aston	Township Bldg.	233 Pennell Rd.	610-494-1636	motor oil
Broomall	Marple Ford	3015 West Chester Pk.	610-353-5500	motor oil
Chester	Hart & Eachus Auto	134 West 5 <sup>th</sup> St.	610-872-1400	motor oil, car batteries
Darby	Jay's Auto Service	603 Greenway Ave.	610-583-8353	motor oil, antifreeze, car batteries
Drexel Hill	Aronimink Exxon	State & Burmont Aves.	610-622-2333	motor oil
Drexel Hill	Bruno Sunoco	5000 Township Ln. Rd.	610-446-9961	motor oil, antifreeze, car batteries
Drexel Hill	Pyle & Innis	3421 Garrett Rd.	610-259-2386	motor oil, antifreeze, car batteries
Drexel Hill	Township Line Texaco	2806 Township Line Rd.	610-449-1663	motor oil
Edgmont	Frank Videon Dodge	4949 W. Chester Pk.	610-356-8300	motor oil
Glenolden	Robin Ford	100 N.MacDade Blvd.	610-586-3600	motor oil
Glenolden	Glenolden Exxon	Chester Pk & Oak Ln	610-583-0727	motor oil, antifreeze, car batteries
Havertown	Havertown Gulf	Darby & Eagle Rds.	610-446-9800	motor oil
Lansdowne	Snively's Auto Repair	Baltimore Pike	610-622-3131	motor oil
Linwood	Linwood Sunoco	Ridge Rd. & Market St.	610-485-4501	motor oil, antifreeze, car batteries
Media	Auto Car & Truck Repair	15 Old State Rd.	610-565-2825	motor oil, antifreeze, car batteries
Media	Fulmer's Garage	600 Park Ave.	610-565-5346	motor oil, antifreeze, car batteries
Media	By-Pass Garage	1491 N. Providence Rd.	610-566-8864	motor oil
Media	Qyst Corp.	1256 N. Providence Rd.	610-565-0480	motor oil, antifreeze, car batteries
Newtown Sq.	Frank C. Videon	3737 W. Chester Pike	610-356-7000	motor oil
Newtown Sq.	Don. H. Kelly's Mobil	3592 West Chester Pike	610-356-1616	motor oil, antifreeze, car batteries
Springfield	Bob's Mobil	Baltimore Pk. & Rt. 320	610-544-2710	motor oil, antifreeze, car batteries
Springfield	Ed's Gulf	11 N. Bishop Ave.	610-623-9522	motor oil, antifreeze
Springfield	Public Works Bldg.	1258 Church Rd.	610-543-2837	motor oil
Springfield	Quality Brakes	244 Baltimore Pike	610-544-8810	motor oil, antifreeze, car batteries
Springfield	Rayco Auto Service	244 Baltimore Pike	610-543-5362	motor oil, antifreeze
Upper Darby	Dom's Exxon	7424 West Chester Pk	610-352-9896	car batteries ONLY
Upper Darby	Qyst Corp.	8607 West Chester Pk	610-449-6360	motor oil, antifreeze, car batteries
Wayne	Frank Civillico's	217 E. Lancaster Ave.	610-688-2551	motor oil, car batteries
Wayne	Radnor Twp. Garage	Wayne	610-687-3752	motor oil

SOURCE:

+ Delaware County Solid Waste Authority

**TABLE 2-9**  
**Delaware County ~ Household Hazardous Waste Collection Program ~ 1999 +**

	Emergency		Marple		Chester		Marple		
	Services		Transfer		Transfer		Transfer		1999
MATERIAL	Site	% of	Site	% of	Site	% of	Site	% of	PROGRAM
	4/24/1999	Total	6/5/1999	Total	9/11/1999	Total	10/16/1999	Total	TOTALS
Arsenic, Silver		0%		0%		0.0%		0.0%	0
Acids	290	1%	475	1%	645	2.0%	265	0.4%	1,675
Aerosols	680	3%		0%	1,115	3.5%	1,275	2.1%	3,070
Alkalines (bases)	87	0%	620	1%	490	1.5%	250	0.4%	1,447
Antifreeze	475	2%	465	1%	480	1.5%	1,125	1.9%	2,545
Asbestos		0%		0%	20	0.1%	215	0.4%	235
Batteries - Household	240	1%	1,010	2%	640	2.0%	330	0.5%	2,220
Batteries Lead-Acid	1,600	6%	1,680	4%	1,260	3.9%	2,080	3.4%	6,620
Cyanide		0%		0%		0.0%		0.0%	0
Fire Extinguishers	20	0%	125	0%	400	1.3%	200	0.3%	745
Flammable liquids	1,658	7%	6,479	15%	2,201	6.9%	5,616	9.3%	15,954
Flammable Solids		0%		0%	15	0.0%	12	0.0%	27
Latex & Non-haz. Mat.	13,530	54%	5,360	13%	4,122	12.9%	15,945	26.3%	38,957
Mercury	10	0%	25	0%	20	0.1%	10	0.0%	65
Non-Haz. Only		0%	11,320	27%	9,805	30.7%	12,528	20.7%	33,653
Oil	790	3%	561	1%	925	2.9%	500	0.8%	2,776
Oxidizer Liquid	120	0%		0%	420	1.3%	225	0.4%	765
Oxidizer Solid	50	0%	675	2%	390	1.2%	200	0.3%	1,315
Paint Bulked	3,261	13%	2,530	6%	1,712	5.4%	7,347	12.1%	14,850
Paint Cans/Bulk	1,322	5%	7,793	18%	3,808	11.9%	6,565	10.8%	19,488
PCB's		0%	1,776	4%	1,080	3.4%	1,355	2.2%	4,211
Pesticide Liq.	432	2%		0%	1,415	4.4%	1,550	2.6%	3,397
Pesticide Solid	427	2%		0%	490	1.5%	1,842	3.0%	2,759
Phenol		0%		0%		0.0%		0.0%	0
Propane - Large	120	0%	1,015	2%	200	0.6%	890	1.5%	2,225
Propane - Small	95	0%	350	1%	285	0.9%	285	0.5%	1,015
<b>TOTAL (pounds)</b>	<b>25,207</b>	<b>100%</b>	<b>42,259</b>	<b>100%</b>	<b>31,938</b>	<b>100%</b>	<b>60,610</b>	<b>100%</b>	<b>160,014</b>
<b>Total Cost</b>	<b>\$9,460.91</b>		<b>\$19,675.25</b>		<b>\$14,815.74</b>		<b>\$26,057.32</b>		<b>\$70,009.22</b>
<b>No. of Participants</b>	<b>363</b>		<b>796</b>		<b>341</b>		<b>906</b>		<b>2,406</b>
<b>Avg. lbs./participant</b>	<b>69</b>		<b>53</b>		<b>94</b>		<b>67</b>		<b>67</b>
<b>Cost per participant</b>	<b>\$26.06</b>		<b>\$24.72</b>		<b>\$43.45</b>		<b>\$28.76</b>		<b>\$29.10</b>
<b>Cost per pound</b>	<b>\$0.38</b>		<b>\$0.47</b>		<b>\$0.46</b>		<b>\$0.43</b>		<b>\$0.44</b>

**SOURCE:**

+ Delaware County Solid Waste Authority

**TABLE 2-9  
Delaware County ~ Household Hazardous Waste Collection Program ~ 2000 +**

MATERIAL	Marple Twp		Emergency Services		Chester Transfer		City of Chester		Marple Transfer		2000 PROGRAM TOTALS
	Site	% of Total	Site	% of Total	Site	% of Total	Site	% of Total	Site	% of Total	
Acids	2,071	5%	447	2%	308	1.0%	100	0.6%	362	0.8%	3,288
Aerosols	1,694	4%	567	3%	835	2.7%	600	3.8%	1,170	2.6%	4,866
Alkaline Waste	421	1%	302	2%	680	2.2%	200	1.3%	1,577	3.5%	3,180
Antifreeze	1,053	3%	272	1%	358	1.1%	343	2.2%	790	1.7%	2,816
Asbestos		0%		0%	102	0.3%		0.0%		0.0%	102
Batteries - Household	241	1%	287	1%	237	0.8%	200	1.3%	507	1.1%	1,472
Batteries - Lead Acid	882	2%	150	1%	258	0.8%	205	1.3%	1,540	3.4%	3,035
Cyanide (Potassium)	20	0%	-	0%		0.0%		0.0%		0.0%	20
Fire Extinguishers		0%	-	0%	145	0.5%		0.0%	308	0.7%	453
Flammable Liquids	947	2%	425	2%	761	2.4%	1,511	9.5%	3,871	8.5%	7,515
Flammable Solids		0%	54	0%		0.0%		0.0%		0.0%	54
Flares		0%	-	0%	26	0.1%		0.0%	32	0.1%	58
Hazardous Solids	25	0%		0%		0.0%		0.0%		0.0%	25
Latex & Non-haz. Mat.		0%	-	0%	13,647	43.8%	6,490	40.7%	10,460	22.9%	30,597
Magnesium Powder		0%	-	0%		0.0%	10	0.1%		0.0%	10
Mercury	38	0%	8	0%	36	0.1%	50	0.3%	63	0.1%	195
Nitrocellulose Film		0%	-	0%		0.0%	30	0.2%		0.0%	30
Non-Haz. Only	13,240	33%	9,300	47%	6,823	21.9%	2,795	17.5%	7,260	15.9%	39,418
Oil	1,090	3%	267	1%	699	2.2%	200	1.3%	1,163	2.5%	3,419
Oxidizer Liquid	236	1%	-	0%	224	0.7%	175	1.1%	352	0.8%	987
Oxidizer Solid	552	1%	-	0%	304	1.0%	175	1.1%	341	0.7%	1,372
Paint (Poured)	3,940	10%	2,032	10%	1,978	6.4%	845	5.3%	4,215	9.2%	13,010
Paint, Oil (Loose packed)	9,134	23%	3,356	17%	1,862	6.0%	1,084	6.8%	7,101	15.5%	22,537
PCB's		0%	165	1%		0.0%		0.0%		0.0%	165
Pesticide Liquid	1,763	4%	1,396	7%	681	2.2%	200	1.3%	2,338	5.1%	6,378
Pesticide Solid	983	2%	632	3%	702	2.3%	430	2.7%	1,948	4.3%	4,695
Phosphorus, Yellow		0%	-	0%		0.0%	15	0.1%		0.0%	15
Propane - Large	1,890	5%	100	1%	150	0.5%	148	0.9%	1,610	3.5%	3,898
Propane - Small	308	1%	37	0%	325	1.0%	125	0.8%	296	0.6%	1,091
Reactive (Metal)	15	0%		0%		0.0%		0.0%		0.0%	15
Zinc Powder	15	0%		0%		0.0%		0.0%		0.0%	15
<b>TOTAL (Pounds)</b>	<b>40,558</b>	<b>100%</b>	<b>19,797</b>	<b>100%</b>	<b>31,141</b>	<b>100%</b>	<b>15,931</b>	<b>100%</b>	<b>47,304</b>	<b>100%</b>	<b>154,731</b>
<b>Total Cost</b>	<b>\$15,890.00</b>		<b>\$7,638.00</b>		<b>\$12,128.00</b>		<b>\$6,252.00</b>		<b>\$18,854.00</b>		<b>\$60,762.00</b>
<b>No. of Participants</b>	<b>539</b>		<b>208</b>		<b>276</b>		<b>149</b>		<b>686</b>		<b>1,858</b>
<b>Avg. lbs./participant</b>	<b>75</b>		<b>95</b>		<b>113</b>		<b>107</b>		<b>69</b>		<b>83</b>
<b>Cost per participant</b>	<b>\$29.48</b>		<b>\$36.72</b>		<b>\$43.94</b>		<b>\$41.96</b>		<b>\$27.48</b>		<b>\$32.70</b>
<b>Cost per pound</b>	<b>\$0.39</b>		<b>\$0.39</b>		<b>\$0.39</b>		<b>\$0.39</b>		<b>\$0.40</b>		<b>\$0.39</b>

SOURCE:

+Delaware County Solid Waste Authority

**TABLE 2-10**  
**+ DELAWARE COUNTY**  
**PERMITTED RESIDENTIAL HAULERS**

MUNICIPALITY	LOCATION
Aston Township	Aston, PA 19014
Clifton Heights Borough	Clifton Heights, PA 19018
Collingdale Borough	Collingdale, PA 19023
Haverford Township	Havertown, PA 19083
Lansdowne Borough	Lansdowne, PA 19050
Lower Chichester Township	Linwood, PA 19061
Marple Township	Broomall, PA 19008
Media Borough	Media, PA 19063
Prospect Park Borough	Prospect Park, PA 19076
Radnor Township	Wayne, PA 19087
Ridley Township	Folsom, PA 19033
Springfield Township	Springfield, PA 19064
Tinicum Township	Essington, PA 19029
Upland Borough	Upland, PA 19015
Upper Chichester Township.	Boothwyn, PA 19061
Upper Darby Township	Upper Darby, PA 19082

**SOURCE:**

+ Delaware County Solid Waste Management Division

**TABLE 2-11**  
**+ DELAWARE COUNTY**  
**PERMITTED SUBSCRIPTION HAULERS**

NAME	LOCATION
Accurate Trash Removal, Inc.	Lansdowne, PA 19050
John L. Blosenski & Sons	Glenn Riddle, PA 19037
Banta'a Bestway Trash Removal	Boothwyn, PA 19061
Boyle Disposal	Wallingford, PA 19086
Osborn S. Brown	Swarthmore, PA 19081
BFI Waste Systems North American	King of Prussia, PA 19406
J & K Trash Removal	Gradyville, PA 19039
Laxton Enterprises, Inc.	Lenni, PA 19052
Mc Cusker/Ogborne Waste Services	Chester, PA 19013
R. T. Opdenaker & Sons, Inc.	Aston, PA 19014
Howard C. Paul	Moylan, PA 19065
Waste Management of Delaware Valley South	Primos, PA 19018

**SOURCE:**

+ Delaware County Solid Waste Management Division

**TABLE 2-12**  
**+ DELAWARE COUNTY**  
**PERMITTED COMMERCIAL/INDUSTRIAL WASTE HAULERS**

NAME	LOCATION
A. T. Builders	Drexel Hill, PA 19026
Accurate Recycling Corp.	Lansdowne, PA 19050
Accurate Trash Removal, Inc.	Lansdowne, PA 19050
Atlas Recycling Co., Inc.	Sharon Hill, PA 19079
A. Bartorillo General Contractors	Broomall, PA 19061
Banta's Bestway Trash Remove All Co.	Boothwyn, PA 19061
Browning-Ferris Industries of North America, Inc.	King of Prussia, PA 19406
John L. Blosenski & Sons, Inc.	Glen Riddle, PA 19037
Boyle Disposal	Wallingford, PA 19086
Joseph F. Cappelli & Sons, Inc.	Concordville, PA 19331
City Wide Service, Inc.	Sharon Hill, PA 19079
County Line Construction Co.	Broomall, PA 19061
Crispin, Inc.	Focroft, PA 19032
Joseph Ferry	Collingdale, PA 19023
Gentile's Farm Market Co., Inc.	Gradyville, PA 19039
William Geraghty	Narbeth, PA 19072
Harmon's Recycling, Inc.	Newtown Square, PA 19073
Hart & Son	Glenolden, PA 19036
Harvey & Harvey, Inc.	Wilmington, DE 19804
J & K Trash Removal, Inc.	Gradyville, PA 19039
J.P.S. Equipment Co., Inc.	Edgmont, PA 19028
Joe's Building & Plumbing Supplies, Inc.	Chester, PA 19013
R. Johnston & Sons, Inc.	Glenolden, PA 19036
Knight Hauling, Inc.	Trainer, PA 19061
Laxton Enterprises, Inc.	Lenni, PA 19052
J.P. Mascaro & Sons - Bridgeport Division	Harleysville, PA 19348
J.P. Mascaro & Sons - Souderton Division	Souderton, PA 18964
Mc Cusker-Ogborne Waste Services	Chester, PA 19013
Jim Miller	Lansdowne, PA 19050
Osborn O. Brown	Swarthmore, PA 19081
R. T. Opendaker & Sons, Inc.	Aston, PA 19014
William Pastuszek Real Estate	Swarthmore, PA 19081
Howard C. Paul	Moylan, PA 19065
Pinciotti Rubbish Removal	Secane, PA 19018
Prager Roofing & Siding Co.	Springfield, PA 19064
Pro Clean Out	Brookhaven, PA 19015
Pro Sign Co.	Downingtown, PA 19335
Rosco Contractors	Havertown, PA 19083
John Savoy Enterprises, Inc.	Claymont, DE 19703
John Sheldrake, Inc.	St. Davids, PA 19087
Sunshiner Maintenance	Lima, PA 19037
Tri County Roofing & Siding Co., Inc.	West Chester, PA 19380
Waste Management of Delaware Valley South	Primos, PA 19018

**SOURCE:**

+Delaware County Solid Waste Management Division

**TABLE 2-13**  
**+ DELAWARE COUNTY**  
**PERMITTED INSTITUTION and EDUCATIONAL FACILITY HAULERS**

NAME	LOCATION
Chester Upland School District	Chester, PA 19013
Chester Housing Authority	Chester, PA 19013
Delaware County Housing Authority	Woodlyn, PA 19094
Elwyn Incorporated	Media, PA 19063
Haverford School District	Havertown, PA 19083
Villanova University	Villanova, PA 19085

SOURCE:

+ Delaware County Solid Waste Management Division

**TABLE 2-14**  
**+ DELAWARE COUNTY**  
**PERMITTED LANDSCAPING, PARKS, and YARD WASTE HAULERS**

NAME	LOCATION
Richard J. Angelini Landscaping	Boothwyn, PA 19061
Brant Blackburn Landscaping	Springfield, PA 19064
Sean Burke Landscaping, Inc.	Trainer, PA 19061
Clay Landscaping	Lansdowne, PA 19050
Colagreco Landscaping	Drexel Hill, PA 19026
Delaware County Parks	Media, PA 19063
Di Giantomasso Landscaping	Havertown, PA 19083
Dominic Duranti Landscaping	Broomall, PA 19008
Martin's Lawn Service	Folsom, PA 19033
Mellon Landscaping	Media, PA 19063
Bill Smyth Landscaping	Havertown, PA 19083
Emil P. Weiss Landscaping	Media, PA 19063
Bob Wells Landscaping	Broomall, PA 19008
John R. Williams Landscaping	Havertown, PA 19083

**SOURCE:**

+ Delaware County Solid Waste Management Division

**TABLE 2-15**  
**+ DELAWARE COUNTY**  
**PERMITTED HIGHWAY DEPARTMENT HAULERS**

NAME	LOCATION
Brookhaven Borough Hwy.	Brookhaven, PA 19015
Chester City Hwy.	Chester, PA 19013
Chester Twp. Hwy.	Chester, PA 19013
Colwyn Borough Hwy.	Colwyn, PA 19023
Darby Borough Hwy.	Darby, PA 19023
DarbyTownship Hwy.	Glenolden, PA 19036
East Lansdowne Borough Hwy.	East Lansdowne, PA 19050
Eddystone Borough Hwy.	Eddystone, PA 19022
Folcroft Borough Hwy.	Folcroft, PA 19032
Marcus Hook Borough Hwy.	Marcus Hook, PA 19061
Middletown Township Hwy.	Lima, PA 19037
Morton Borough Hwy.	Morton, PA 19070
Nether Providence Twp. Hwy.	Wallingford, PA 19086
Newtown Square Twp. Hwy.	Newtown Square, PA 19073
Parkside Borough Hwy.	Parkside, PA 19015
PENNDOT	Media, PA 19063
Ridley Park Borough Hwy.	Ridley Park, PA 19078
Sharon Hill Borough Hwy.	Sharon Hill, PA 19079
Swarthmore Borough Hwy.	Swarthmore, PA 19081
Trainer Borough Hwy.	Trainer, PA 19061
Upper Providence Twp. Hwy.	Media, PA 19063
Yeadon Borough Hwy.	Yeadon, PA 19050

**SOURCE:**

+ Delaware County Solid Waste Management Division

**TABLE 3-1**  
**DELAWARE COUNTY TRANSFER STATIONS**

<b>COUNTY TOWNSHIP</b>	<b>ID NUMBER NAME+</b>	<b>STREET ADDRESS CITY ~ ZIP</b>	<b>CONTACT PERSON PHONE NUMBER</b>
Delaware Marple	101103 DE Co. Transfer Station #3	Rose Tree Park-Hunt Club 1521 N. Providence Road Media, PA 19063	Anthony J. Grosso, Director 610-892-9627
Delaware Chester Twp.	101188 DE Co. Transfer Station #1	Rose Tree Park-Hunt Club 1521 N. Providence Road Media, PA 19063	Anthony J. Grosso, Director 610-892-9627
Delaware Chester Twp.	101226 Savoy's Transfer Station	52 Concord Road Chester, PA 19013	Sherry Mallon 610-497-2012
Delaware Upper Darby	101224 Waste Management	408 S. Oak Avenue Primos, PA 19018	Mike McHugh 610-626-7500
Delaware City of Chester	101413 McCusker Transfer Station	724 East Fourth Street Chester, PA 19013	Edward M. Hyduk 215-743-2530
Delaware Upper Darby	101656 Accurate Transfer Station	508 Baltimore Avenue Lansdowne, PA 19050	Michael Carey 610-623-3700
Delaware Marcus Hook	101549 *Safety Disposal System of PA, Inc.	1 Penn Avenue Marcus Hook, PA 19061	Ross Johnston 305-819-8877 x 1036

**SOURCE:**

+ Delaware County Solid Waste Authority

\* Biohazard and Medical Waste only.

**TABLE 3-2**  
**+ ROLLING HILLS LANDFILL BREAKDOWN**  
**1996 - 2000 WASTES ACCEPTED**

YEAR	WASTE TYPE (TONS/YEAR)					TOTAL
	<sup>1</sup> ASH	<sup>2</sup> TRASH	<sup>3</sup> C & D	<sup>4</sup> RESIDUAL	<sup>5</sup> SEWAGE SLUDGE	
1996	273,773	106,170	0	0	127	380,070
1997	293,175	93,303	2,403	1,776	154	390,811
1998	311,710	90,799	1,037	3,845	171	407,562
1999	312,626	71,665	155	4,637	13	389,096
2000	238,640	102,394	505	3,118	12	344,669

<sup>1</sup> Ash brought to Rolling Hills has been processed at American Ref-Fuel. Of this total, 30% is attributed to Delaware County Ash.

<sup>2</sup> TRASH ACCEPTED is a cumulative total of the different counties found on Table 3-3, minus <sup>3</sup>, <sup>4</sup>, and <sup>5</sup>.

<sup>3</sup> Berks County

<sup>4</sup> Berks and Lehigh Counties

<sup>5</sup> SEWAGE/SLUDGE processed at Delaware County Prison.

**SOURCE:**

+ Delaware County Solid Waste Authority

**TABLE 3-3  
+ROLLING HILLS LANDFILL  
2000-1999-1998 WASTE ACCEPTED**

**2000**

MONTH	ASH	DEL. CO.	BERKS	DEL.CO. PRISON	LEHIGH COUNTY
January	12327.04	49.84	5272.33	0.00	13.74
February	12891.31	36.17	7334.44	0.00	12.10
March	13839.63	1432.15	9295.76	0.00	0.00
April	14657.59	288.43	7977.99	5.50	0.00
May	15819.98	104.07	9512.81	0.00	0.00
June	16177.14	320.31	9290.62	0.00	0.00
July	13699.10	106.89	7854.13	0.00	0.00
August	28335.53	218.91	9196.46	0.00	0.00
September	28337.26	805.27	7956.14	0.00	0.00
October	26173.46	2041.07	8636.09	6.17	0.00
November	27703.76	1988.62	7446.06	0.00	0.00
December	28677.48	1924.04	6901.66	0.00	0.00
Totals	238639.28	9315.77	96674.49	11.67	25.84

**1999**

MONTH	ASH	DEL. CO.	BERKS	DEL.CO. PRISON	LEHIGH COUNTY
January	22739.08	6.27	5915.55	0.00	55.07
February	22624.41	16.14	6135.17	0.00	76.72
March	26564.46	505.84	8362.65	0.00	46.49
April	26627.90	67.75	8626.12	0.00	64.92
May	26111.61	13.59	6495.88	0.00	51.73
June	30298.08	32.65	6719.59	0.00	10.52
July	29878.74	80.09	5429.94	0.00	9.87
August	28766.46	14.91	5818.51	0.00	12.50
September	29184.45	96.73	6193.57	0.00	9.37
October	28270.39	0.00	5462.42	0.00	9.35
November	26056.62	0.00	5119.44	0.00	11.58
December	15504.27	12.45	4947.48	0.00	10.97
Totals	312626.47	846.42	75226.32	0.00	369.09

**1998**

MONTH	ASH	DEL. CO.	BERKS	DEL.CO. PRISON	LEHIGH COUNTY
January	23832.39	0.00	7379.55	31.06	0.00
February	24443.78	29.92	6875.40	13.47	0.00
March	26818.30	0.00	8426.07	16.54	51.65
April	27381.02	71.72	8822.32	0.00	72.04
May	26383.21	103.83	8822.53	36.00	55.14
June	27933.82	81.12	8693.10	25.63	57.16
July	28746.33	74.73	7950.27	0.00	59.88
August	26628.43	31.09	7720.05	12.71	56.84
September	26416.86	7.86	8116.59	7.18	50.50
October	25796.06	58.39	8385.90	0.00	68.19
November	21001.49	89.72	6976.20	27.49	53.71
December	26329.60	91.17	6294.37	0.00	55.61
Totals	311711.29	639.55	94462.35	170.08	580.72

SOURCE:

+ Delaware County Solid Waste Authority

**TABLE 3-3**  
**+ROLLING HILLS LANDFILL**  
**1997-1996 WASTE ACCEPTED**

**1997**

MONTH	ASH	DEL. CO.	BERKS	DEL. CO. PRISON	MONTG. COUNTY
January	23140.27	35.97	6313.06	0.00	729.13
February	21401.95	0.00	5251.45	14.64	236.29
March	18240.34	14.76	6293.14	15.39	1356.68
April	26221.62	0.00	6935.69	18.47	1361.06
May	29577.55	17.17	8061.98	0.00	1134.01
June	27114.52	0.00	8624.27	31.82	246.97
July	27840.60	0.00	8546.43	24.29	814.57
August	23455.72	0.00	8286.45	0.00	475.52
September	24111.02	954.28	8814.58	0.00	0.00
October	23500.72	0.00	8381.27	14.35	0.00
November	22547.56	0.00	7139.64	16.12	0.00
December	26022.65	32.96	7423.91	19.12	0.00
Totals	293174.52	1055.14	90071.87	154.20	6354.23

**1996**

MONTH	ASH	DEL. CO.	BERKS	DEL. CO. PRISON	MONTG. COUNTY
January	19980.20	167.84	4435.49	11.13	0.00
February	18999.36	1133.17	4680.07	0.00	0.00
March	18069.56	6390.53	3536.29	0.00	0.00
April	13783.61	13216.24	3338.47	21.95	0.00
May	22231.49	7604.42	3863.95	17.83	0.00
June	28275.76	1292.81	3208.25	17.14	0.00
July	25235.01	1049.32	4103.92	0.00	0.00
August	31056.01	14.35	5133.16	15.72	0.00
September	27488.36	9044.33	4753.37	17.44	0.00
October	23987.73	13667.43	5255.82	11.43	0.00
November	21355.60	1669.67	4943.96	0.00	0.00
December	23309.95	31.58	6631.97	14.35	3.41
Totals	273772.64	55281.69	53884.72	126.99	3.41

SOURCE

+Delaware County Solid Waste Authority

**TABLE 3-4  
DELAWARE COUNTY  
WASTE DESTINATIONS / TONS for the YEAR 2000 +**

PERMIT #	DISPOSAL FACILITY RECEIVING WASTE	MUNICIPAL	RESIDUAL	SEWAGE		C & D	ASH		TOTAL
				SLUDGE	INFECTIOUS		RESIDUE	ASBESTOS	
100113	Modern Landfill	45,811.80	204.90	-	-	45.90	-	304.80	46,367.40
100148	Grows Inc.	0.40	5,183.10	120.60	65.50	57.60	-	-	5,427.20
100265	Grand Central Sanitary Landfill Inc.	-	127.50	-	12.90	4.40	12.20	-	157.00
100281	Green Ridge Reclamation	-	-	-	-	-	-	372.20	372.20
100346	F.R.& S. Inc.	23.40	-	-	10,378.50	-	-	-	10,401.90
100549	SCA Services Pottstown Landfill	22.80	102.40	806.60	2,751.20	834.50	31.60	27.30	4,576.40
100620	Imperial Landfill	17.60	-	-	-	3.60	-	-	21.20
100944	Lanchester Landfill	-	-	-	-	-	-	0.90	0.90
100955	Clinton Co. SWA	-	-	-	-	-	-	23.70	23.70
101397	Greentree Landfill	-	1,512.60	-	-	-	-	11.80	1,524.40
101427	Pine Grove Landfill, Inc.	-	-	-	-	67.50	-	-	67.50
101494	Tullytown Resource Recover Landfill	-	1,542.60	-	67.60	174.90	-	279.30	2,064.40
101509	Conestoga Landfill	832.60	282.20	5,675.70	-	9.30	-	82.00	6,881.80
101571	Mosteller Landfill	-	-	-	-	-	-	97.10	97.10
400558	Montenay Energy Res Montgomery	4,197.70	-	-	-	-	-	-	4,197.70
400592	Lancaster County Resource Recovery	-	100.50	-	-	-	-	-	100.50
400593	Delaware County Resource Recovery	<b>347,369.90</b>	-	-	-	-	-	-	347,369.90
100345	Delaware County SWA	8,841.90	5.50	12.30	-	467.70	<b>238639.5 (1)</b>	-	247,966.90
<b>WASTE TOTALS:</b>		407,118.10	9,061.30	6,615.20	13,275.70	1,665.40	43.80	1,199.10	<b>677,618.10</b>

Delaware County RRF's Municipal Total is included in DCSWA's Ash Total.

(347,369.90)

Unacceptable Wastes not accepted at Rolling Hills include Infectious and Asbestos Wastes

(14,474.80)

<sup>(1)</sup> Delaware County SWA Ash equaled 106,308 tons; however as per our current contract (Appendix A) we accept all ash generated at the RRF.

Current agreements with Berks & Lehigh Counties

96,700.33

**WASTE TOTALS THAT COULD BE DIRECTED TO ROLLING HILLS LANDFILL**

**412,473.73**

**SOURCE:**

+ Landfill totals ~ Pennsylvania Department of Environmental Protection

**TABLE 3-5**

**PROJECTED CAPACITY FOR  
INCINERATION AND WASTE-TO-ENERGY FACILITIES +**

<b>Facility</b>	<b>Type of Waste</b>	<b>Projected Permitted Capacity (tpy)</b>
Riddle Memorial Hospital	Pathological / Infectious	601 <sup>1</sup>
American Ref-Fuel of Delaware Valley, LLP Resource Recovery Facility	Municipal & residual Solid Waste	1,357,200 <sup>3</sup>
DELCORA STP	Sewage sludge	17,532 <sup>2</sup>
<b>GRAND TOTAL</b>		<b>1,375,333</b>

tpy – Tons Per Year

1 – Converted to a yearly total based on six operating days per week and (313 days per year)

2 – Converted to a yearly total based on seven operating days per week (daily amount multiplied by 365.25 days per year)

3 – Converted to a yearly total based on weekly amount multiplied by 52 weeks per year

**SOURCE:**

+ Pennsylvania Department of Environmental Protection  
& Delaware County Planning Department

**TABLE 4-1  
DELAWARE COUNTY  
PROJECTED RESIDENTIAL  
SOLID WASTE GENERATION FOR 2010, 2015, and 2020**

<b>Municipality</b>	<b>Waste Generation Per Person 2000 (lbs/day) (lbs/yr)</b>		<b>Population Year 2000</b>	<b>2000 Municipal Waste (tons)</b>	<b>2010 Population Projections</b>	<b>Total 2010 MSW Projections (tons)</b>	<b>2010 Recyclables Projections (tons)</b>
Aldan Borough	3.0	1,090	4,313	2,351	4,490	2,447	857
Aston Borough	2.4	889	16,203	7,199	18,670	8,295	2,903
Bethel Township	2.5	921	6,421	2,957	5,800	2,671	935
Brookhaven Borough	2.7	1,002	7,985	4,002	8,450	4,235	1,482
Chadds Ford Township	3.4	1,233	3,170	1,954	3,990	2,459	861
Chester City	1.4	498	36,854	9,184	37,020	9,225	3,229
Chester Heights Borough	3.4	1,233	2,481	1,529	2,870	1,769	619
Chester Township	2.4	889	4,604	2,046	5,150	2,289	801
Clifton Heights	2.7	977	6,779	3,313	6,660	3,255	1,139
Collingdale Borough	2.7	1,000	8,664	4,330	8,410	4,203	1,471
Colwyn Borough	2.4	882	2,453	1,082	2,360	1,041	364
Concord Township	3.4	1,233	9,933	6,122	11,170	6,884	2,410
Darby Borough	2.0	719	10,299	3,704	10,220	3,676	1,286
Darby Township	3.3	1,202	9,622	5,781	10,030	6,026	2,109
East Lansdowne Borough	2.7	1,003	2,586	1,297	2,440	1,224	428
Eddystone Borough	2.9	1,056	2,442	1,289	2,290	1,209	423
Edgmont Township	3.4	1,233	3,918	2,415	4,070	2,509	878
Folcroft Borough	2.6	959	6,978	3,345	7,010	3,360	1,176
Glenolden Borough	2.2	815	7,476	3,045	6,890	2,806	982
Haverford Township	2.6	961	48,498	23,311	48,200	23,168	8,109
Lansdowne Borough	2.6	937	11,044	5,176	10,780	5,052	1,768
Lower Chichester Township	3.0	1,096	3,591	1,967	3,450	1,890	661
Marcus Hook Borough	3.0	1,112	2,314	1,287	2,350	1,307	457
Marple Township	2.6	964	23,737	11,441	23,560	11,356	3,974
Media Borough	1.6	583	5,533	1,614	5,610	1,636	573
Middletown Township	3.4	1,233	16,064	9,900	14,910	9,189	3,216
Millbourne Borough	0.3	123	943	58	810	50	17
Morton Borough	2.9	1,070	2,715	1,453	2,910	1,557	545

**TABLE 4-1  
DELAWARE COUNTY  
PROJECTED RESIDENTIAL  
SOLID WASTE GENERATION FOR 2010, 2015, and 2020**

<b>Municipality</b>	<b>Waste Generation Per Person 2000 (lbs/day) (lbs/yr)</b>		<b>Population Year 2000</b>	<b>2000 Municipal Waste (tons)</b>	<b>2010 Population Projections</b>	<b>Total 2010 MSW Projections (tons)</b>	<b>2010 Recyclables Projections (tons)</b>
Nether Providence Township	3.4	1,233	13,456	8,293	13,520	8,332	2,916
Newtown Township	3.4	1,232	11,700	7,210	11,720	7,222	2,528
Norwood Borough	3.1	1,117	5,985	3,344	6,240	3,486	1,220
Parkside Borough	2.9	1,077	2,267	1,221	2,250	1,212	424
Prospect Park Borough	2.6	953	6,594	3,143	6,490	3,093	1,083
Radnor Township	1.7	634	30,878	9,795	30,320	9,618	3,366
Ridley Park Borough	2.4	863	7,196	3,106	7,430	3,207	1,122
Ridley Township	3.0	1,101	30,791	16,944	30,300	16,674	5,836
Rose Valley Borough	3.4	1,233	944	582	990	610	214
Rutledge Borough	2.7	998	860	429	830	414	145
Sharon Hill Borough	3.2	1,176	5,468	3,215	5,270	3,099	1,085
Springfield Township	2.8	1,030	23,677	12,191	22,530	11,600	4,060
Swarthmore Borough	1.4	524	6,170	1,615	6,150	1,610	563
Thornbury Township	3.4	1,233	7,093	4,372	6,200	3,822	1,338
Tinicum Township	3.4	1,239	4,353	2,697	4,400	2,726	954
Trainer Borough	3.7	1,348	1,901	1,281	2,250	1,516	531
Upland Borough	2.9	1,068	2,977	1,589	3,090	1,649	577
Upper Chichester Township	2.4	859	16,842	7,230	18,790	8,066	2,823
Upper Darby Township	2.5	925	81,821	37,845	75,110	34,741	12,159
Upper Providence Township	2.0	715	10,509	3,756	10,750	3,842	1,345
Yeadon Borough	1.7	636	11,762	3,742	11,190	3,560	1,246
	<b>Waste Generation Per Person 2000 (lbs/day) (lbs/yr)</b>		<b>Population Year 2000</b>	<b>2000 Municipal Waste (tons)</b>	<b>2010 Population Projections</b>	<b>Total 2010 MSW Projections (tons)</b>	<b>2010 Recyclables Projections (tons)</b>
<b>Total/Average</b>	<b>2.7</b>	<b>982</b>	<b>550,864</b>	<b>256,752</b>	<b>546,390</b>	<b>254,890</b>	<b>89,211</b>

**TABLE 4-1  
DELAWARE COUNTY  
PROJECTED RESIDENTIAL  
SOLID WASTE GENERATION FOR 2010, 2015, and 2020**

<b>Municipality</b>	<b>2015 Population Projections</b>	<b>Total 2015 MSW Projections (tons)</b>	<b>2015 Recyclables Projections (tons)</b>	<b>2020 Population Projections</b>	<b>Total 2020 MSW Projections (tons)</b>	<b>2020 Recyclables Projections (tons)</b>
Aldan Borough	4,370	2,382	834	4,330	2,360	826
Aston Borough	19,230	8,544	2,990	19,850	8,819	3,087
Bethel Township	6,170	2,841	994	6,300	2,901	1,015
Brookhaven Borough	8,440	4,230	1,481	8,510	4,265	1,493
Chadds Ford Township	4,280	2,638	923	4,740	2,922	1,023
Chester City	36,700	9,146	3,201	36,660	9,136	3,197
Chester Heights Borough	3,090	1,904	667	3,470	2,139	748
Chester Township	5,020	2,231	781	4,940	2,195	768
Clifton Heights	6,460	3,157	1,105	6,330	3,094	1,083
Collingdale Borough	8,130	4,063	1,422	7,940	3,968	1,389
Colwyn Borough	2,270	1,001	350	2,200	970	340
Concord Township	11,990	7,390	2,586	13,240	8,160	2,856
Darby Borough	9,850	3,543	1,240	9,620	3,460	1,211
Darby Township	9,640	5,792	2,027	9,340	5,612	1,964
East Lansdowne Borough	2,350	1,179	413	2,290	1,149	402
Eddystone Borough	2,230	1,177	412	2,190	1,156	405
Edgmont Township	4,540	2,798	979	5,130	3,162	1,107
Folcroft Borough	6,760	3,240	1,134	6,570	3,149	1,102
Glenolden Borough	6,690	2,725	954	6,560	2,672	935
Haverford Township	48,130	23,134	8,097	48,090	23,115	8,090
Lansdowne Borough	10,420	4,884	1,709	10,200	4,780	1,673
Lower Chichester Township	3,350	1,835	642	3,300	1,808	633
Marcus Hook Borough	2,270	1,263	442	2,220	1,235	432
Marple Township	23,470	11,312	3,959	23,470	11,312	3,959
Media Borough	5,460	1,593	557	5,380	1,569	549
Middletown Township	14,960	9,220	3,227	15,370	9,472	3,315
Millbourne Borough	810	50	17	810	50	17
Morton Borough	2,890	1,547	541	2,930	1,568	549

**TABLE 4-1  
DELAWARE COUNTY  
PROJECTED RESIDENTIAL  
SOLID WASTE GENERATION FOR 2010, 2015, and 2020**

Municipality	2015 Population Projections	Total 2015 MSW Projections (tons)	2015 Recyclables Projections (tons)	2020 Population Projections	Total 2020 MSW Projections (tons)	2020 Recyclables Projections (tons)
Nether Providence Township	13,790	8,499	2,975	13,770	8,487	2,970
Newtown Township	11,960	7,370	2,580	11,900	7,333	2,567
Norwood Borough	6,080	3,397	1,189	5,980	3,341	1,169
Parkside Borough	2,190	1,180	413	2,160	1,163	407
Prospect Park Borough	6,350	3,027	1,059	6,300	3,003	1,051
Radnor Township	30,300	9,612	3,364	30,610	9,710	3,398
Ridley Park Borough	7,210	3,112	1,089	7,070	3,052	1,068
Ridley Township	29,270	16,107	5,637	28,520	15,694	5,493
Rose Valley Borough	980	604	211	980	604	211
Rutledge Borough	800	399	140	780	389	136
Sharon Hill Borough	5,070	2,981	1,043	4,920	2,893	1,012
Springfield Township	22,550	11,611	4,064	22,150	11,405	3,992
Swarthmore Borough	6,020	1,576	552	5,970	1,563	547
Thornbury Township	6,440	3,970	1,389	6,850	4,222	1,478
Tinicum Township	4,290	2,658	930	4,230	2,621	917
Trainer Borough	2,220	1,496	524	2,220	1,496	524
Upland Borough	2,980	1,591	557	2,900	1,548	542
Upper Chichester Township	19,430	8,341	2,919	20,140	8,646	3,026
Upper Darby Township	72,580	33,571	11,750	70,760	32,729	11,455
Upper Providence Township	11,110	3,971	1,390	11,200	4,003	1,401
Yeadon Borough	10,880	3,461	1,211	10,720	3,410	1,194
	2015 Population Projections	Total 2015 MSW Projections (tons)	2015 Recyclables Projections (tons)	2020 Population Projections	Total 2020 MSW Projections (tons)	2020 Recyclables Projections (tons)
<b>Total/Average</b>	542,470	253,350	88,672	542,110	253,510	88,729

**SOURCE:** Delaware County Planning Department

Population Projections: from Delaware Valley Regional Planning Commission, based on 1990 Census data.

2000 Population figures from 2000 U.S. Census data

**TABLE 4-2  
1998 MSW AND RECYCLING TOTALS +**

<b>MUNICIPALITIES</b>	<b>TOTAL RECYCLING</b>	<b>MSW</b>	<b>TRASH + RECYCLING</b>	<b>RECYCLING RATE</b>
ALDAN	145.01	2,149.66	2,294.67	6%
ASTON	3,520.02	7,216.83	10,736.85	33%
BETHEL	151.74	2,411.31	2,563.05	6%
BROOKHAVEN	1,434.59	3,692.07	5,126.66	28%
CHADDS FORD	644.82	1,621.33	2,266.15	28%
CHESTER CITY	899.27	11,903.77	12,803.04	7%
CHESTER HEIGHTS	32.32	1,311.41	1,343.73	2%
CHESTER TOWNSHIP	1,501.67	2,203.48	3,705.15	41%
CLIFTON HEIGHTS	847.33	3,315.59	4,162.92	20%
COLLINGDALE	458.58	4,145.89	4,604.47	10%
COLWYN	10.80	1,098.02	1,108.82	1%
CONCORD	1,091.19	3,833.84	4,925.03	22%
DARBY BOR.	2,294.51	4,524.70	6,819.21	34%
DARBY TOWNSHIP	162.37	5,979.58	6,141.95	3%
EAST LANSDOWNE	10.01	1,403.76	1,413.77	1%
EDDYSTONE	25.76	1,529.10	1,554.86	2%
EDGMONT	770.93	1,918.01	2,688.94	29%
FOLCROFT	455.35	3,654.91	4,110.26	11%
GLENOLDEN	1,540.72	2,385.00	3,925.72	39%
HAVERFORD	8,938.70	22,669.94	31,608.64	28%
LANSDOWNE	1,229.75	5,203.89	6,433.64	19%
LOWER CHICHESTER	51.35	1,915.79	1,967.14	3%
MARCUS HOOK	538.97	1,175.68	1,714.65	31%
MARPLE TWP.	3,943.76	11,076.82	15,020.58	26%
MEDIA	762.54	1,505.43	2,267.97	34%
MIDDLETOWN	3,158.62	8,635.46	11,794.08	27%
MILLBOURNE	8.81	298.16	306.97	3%
MORTON	129.41	1,323.27	1,452.68	9%
NETHER PROVIDENCE	1,105.01	5,884.77	6,989.78	16%
NEWTOWN SQ.	2,918.42	6,810.47	9,728.89	30%
NORWOOD	101.97	3,953.84	4,055.81	3%
PARKSIDE	81.72	1,123.06	1,204.78	7%
PROSPECT PARK	367.64	3,069.59	3,437.23	11%
RADNOR TWP.	8,301.03	9,022.98	17,324.01	48%
RIDLEY PARK	692.13	3,182.53	3,874.66	18%
RIDLEY TWP.	5,388.45	16,197.55	21,586.00	25%
ROSE VALLEY	83.09	676.64	759.73	11%
RUTLEDGE	71.78	688.36	760.14	9%
SHARON HILL	1,117.43	1,674.97	2,792.40	40%
SPRINGFIELD	7,189.52	11,732.41	18,921.93	38%
SWARTHMORE	1,505.31	1,935.36	3,440.67	44%
THORNBURY	169.22	3,239.06	3,408.28	5%
TINICUM	338.71	2,816.20	3,154.91	11%
TRAINER	24.51	1,104.02	1,128.53	2%
UPLAND BOROUGH	275.88	1,540.15	1,816.03	15%
UPPER CHICHESTER	1,572.18	6,839.65	8,411.83	19%
UPPER DARBY	8,352.28	36,675.50	45,027.78	19%
UPPER PROVIDENCE	876.47	4,445.09	5,321.56	16%
YEADON	875.30	3,879.81	4,755.11	18%
<b>MUNICIPAL TOTALS</b>	<b>76,166.95</b>	<b>246,594.71</b>	<b>322,761.66</b>	
TOTALS NOT ATTRIBUTED TO A PARTICULAR MUNICIPALITY	41,088.28	133,265.84	174,354.12	
<b>OVERALL COUNTY TOTALS</b>	<b>117,255.23</b>	<b>379,860.55</b>	<b>497,115.78</b>	
<b>Population ~ 547,000</b>	<b>Overall County's Percentage Rate</b>			<b>24%</b>

SOURCE:

+ Delaware County Solid Waste Authority

**TABLE 4-2  
1999 MSW and RECYCLING TOTALS +**

MUNICIPALITIES	TOTAL RECYCLING	MSW	TRASH+ RECYCLING	RECYCLING RATE
ALDAN	543.67	2,436.50	2,980.17	18%
ASTON	2,140.54	7,182.10	9,322.64	23%
BETHEL	290.06	2,743.86	3,033.92	10%
BROOKHAVEN	1,723.44	3,806.88	5,530.32	31%
CHADDS FORD	419.82	2,177.00	2,596.82	16%
CHESTER CITY	1,355.17	11,469.60	12,824.77	11%
CHESTER HEIGHTS	3.94	1,745.40	1,749.34	0%
CHESTER TOWNSHIP	1,237.22	2,197.10	3,434.32	36%
CLIFTON HEIGHTS	872.30	3,245.00	4,117.30	21%
COLLINGDALE	696.03	4,089.05	4,785.08	15%
COLWYN	0.94	1,183.00	1,183.31	0%
CONCORD	546.78	4,123.40	4,670.18	12%
DARBY BOR.	202.32	4,742.25	4,944.57	4%
DARBY TOWNSHIP	893.56	5,439.20	6,332.76	14%
EAST LANSDOWNE	645.17	1,324.77	1,969.94	33%
EDDYSTONE	61.42	1,577.51	1,638.93	4%
EDGMONT	1,744.22	1,979.40	3,723.62	47%
FOLCROFT	1,222.62	3,510.33	4,732.95	26%
GLENOLDEN	938.75	3,466.70	4,405.45	21%
HAVERFORD	8,125.84	22,642.13	30,767.97	26%
LANSDOWNE	1,195.90	5,042.21	6,238.11	19%
LOWER CHICHESTER	20.09	2,021.68	2,041.77	1%
MARCUS HOOK	3,528.20	1,201.13	4,729.33	75%
MARPLE TWP.	5,392.15	11,329.80	16,721.95	32%
MEDIA	1,387.90	1,522.12	2,910.02	48%
MIDDLETOWN	2,663.37	7,796.80	10,460.17	25%
MILLBOURNE	-	201.48	201.48	0%
MORTON	51.51	1,347.72	1,399.23	4%
NETHER PROVIDENCE	946.13	7,518.22	8,464.35	11%
NEWTOWN	3,211.57	6,428.45	9,640.02	33%
NORWOOD	53.00	3,369.61	3,422.61	2%
PARKSIDE	45.58	1,146.63	1,192.21	4%
PROSPECT PARK	318.62	3,101.39	3,420.01	9%
RADNOR TWP.	8,463.62	9,570.01	18,033.63	47%
RIDLEY PARK	828.39	3,153.27	3,981.66	21%
RIDLEY TWP.	3,859.46	16,629.80	20,489.26	19%
ROSE VALLEY	120.34	1,088.30	1,208.64	10%
RUTLEDGE	89.11	690.00	779.11	11%
SHARON HILL	1,228.89	2,084.91	3,313.80	37%
SPRINGFIELD	8,574.38	12,074.35	20,648.73	42%
SWARTHMORE	1,619.77	2,010.42	3,630.19	45%
THORNBURY	180.93	2,997.30	3,178.23	6%
TINICUM	211.92	2,818.40	3,030.32	7%
TRAINER	-	1,186.67	1,186.67	0%
UPLAND BOROUGH	514.86	1,601.00	2,115.86	24%
UPPER CHICHESTER	1,395.37	7,145.10	8,540.47	16%
UPPER DARBY	8,268.37	37,220.76	45,489.13	18%
UPPER PROVIDENCE	994.29	4,476.10	5,470.39	18%
YEADON	631.45	3,980.00	4,611.45	14%
<b>MUNICIPAL TOTALS</b>	<b>79,458.98</b>	<b>251,834.81</b>	<b>331,293.16</b>	
TOTALS NOT ATTRIBUTED TO A PARTICULAR MUNICIPALITY	55,823.87	90,135.70	145,959.57	
<b>OVERALL COUNTY TOTALS</b>	<b>135,282.85</b>	<b>341,970.51</b>	<b>477,252.73</b>	

Population ~ 547,000

Overall County's Percentage Rate

**31%**

**SOURCE:**

+ Delaware County Solid Waste Authority

**TABLE 4-2  
2000 MSW and RECYCLING TOTALS +**

MUNICIPALITIES	TOTAL RECYCLING	MSW	TRASH + RECYCLING	RECYCLING RATE
ALDAN	246.85	2,350.61	2,597.46	10%
ASTON	2,008.53	7,198.63	9,207.16	22%
BETHEL	647.27	2,957.42	3,604.69	18%
BROOKHAVEN	1,470.87	4,001.63	5,472.50	27%
CHADDS FORD	903.66	2,210.12	3,113.78	29%
CHESTER CITY	3,603.04	9,183.70	12,786.74	28%
CHESTER HEIGHTS	5.28	1,611.16	1,616.44	0%
CHESTER TOWNSHIP	1,191.37	2,045.85	3,237.22	37%
CLIFTON HEIGHTS	699.48	3,313.16	4,012.64	17%
COLLINGDALE	371.37	4,330.16	4,701.53	8%
COLWYN	3.67	1,082.48	1,086.15	0%
CONCORD	582.72	4,914.30	5,497.02	11%
DARBY BOR.	42.84	3,704.19	3,747.03	1%
DARBY TOWNSHIP	1,426.33	5,780.76	7,207.09	20%
EAST LANSDOWNE	398.68	1,296.99	1,695.67	24%
EDDYSTONE	56.21	1,288.62	1,344.83	4%
EDGMONT	582.31	1,938.64	2,520.95	23%
FOLCROFT	1,027.36	3,345.38	4,372.74	23%
GLENOLDEN	623.03	3,044.81	3,667.84	17%
HAVERFORD	7,549.54	23,112.51	30,662.05	25%
LANSDOWNE	1,563.68	5,175.76	6,739.44	23%
LOWER CHICHESTER	29.41	1,967.14	1,996.55	1%
MARCUS HOOK	249.22	1,286.54	1,535.76	16%
MARPLE TWP.	4,094.65	11,441.14	15,535.79	26%
MEDIA	1,020.55	1,614.18	2,634.73	39%
MIDDLETOWN	2,986.72	10,015.73	13,002.45	23%
MILLBOURNE	-	58.43	58.43	0%
MORTON	438.99	1,452.71	1,891.70	23%
NETHER PROVIDENCE	1,647.93	9,571.33	11,219.26	15%
NEWTOWN	4,437.75	8,270.40	12,708.15	35%
NORWOOD	153.62	3,343.85	3,497.47	4%
PARKSIDE	65.67	1,220.91	1,286.58	5%
PROSPECT PARK	244.45	3,142.51	3,386.96	7%
RADNOR TWP.	9,011.30	9,795.27	18,806.57	48%
RIDLEY PARK	662.87	3,105.55	3,768.42	18%
RIDLEY TWP.	4,054.01	16,943.54	20,997.55	19%
ROSE VALLEY	133.33	696.07	829.40	16%
RUTLEDGE	61.42	428.61	490.03	13%
SHARON HILL	946.42	3,215.40	4,161.82	23%
SPRINGFIELD	10,433.94	12,191.25	22,625.19	46%
SWARTHMORE	1,646.93	1,615.20	3,262.13	50%
THORNBURY	144.56	3,347.79	3,492.35	4%
TINICUM	342.42	2,697.03	3,039.45	11%
TRAINER	49.92	1,281.06	1,330.98	4%
UPLAND BOROUGH	381.58	1,588.69	1,970.27	19%
UPPER CHICHESTER	582.92	7,229.52	7,812.44	7%
UPPER DARBY	8,894.16	37,845.18	46,739.34	19%
UPPER PROVIDENCE	952.87	3,756.17	4,709.04	20%
YEADON	4,126.80	3,741.91	7,868.71	52%
<b>MUNICIPAL TOTALS</b>	<b>82,798.83</b>	<b>256,749.99</b>	<b>339,548.49</b>	
TOTALS NOT ATTRIBUTED TO A PARTICULAR MUNICIPALITY	51,717.38		51,717.38	
<b>OVERALL COUNTY TOTALS</b>	<b>134,516.21</b>	<b>256,749.99</b>	<b>391,265.87</b>	
<b>Population ~ 550,864</b>	<b>Overall County's Percentage Rate</b>			<b>31%</b>

**SOURCE:**

+ Delaware County Solid Waste Authority

**TABLE 4-2  
2001 MSW and RECYCLING TOTALS +**

MUNICIPALITIES	TOTAL RECYCLING	MSW	TRASH + RECYCLING	RECYCLING RATE
ALDAN	1,396.15	2,499.19	3,895.34	36%
ASTON	2,304.05	7,061.39	9,365.44	25%
BETHEL	102.52	3,108.99	3,211.51	3%
BROOKHAVEN	1,796.54	3,046.62	4,843.16	37%
CHADDS FORD	454.81	1,935.60	2,390.41	19%
CHESTER CITY	1,997.74	9,585.87	11,583.61	17%
CHESTER HEIGHTS	7.87	1,514.90	1,522.77	1%
CHESTER TOWNSHIP	1,347.94	2,160.16	3,508.10	38%
CLIFTON HEIGHTS	1,282.10	3,286.63	4,568.73	28%
COLLINGDALE	314.43	4,182.52	4,496.95	7%
COLWYN	19.23	1,145.09	1,164.32	2%
CONCORD	1,375.90	6,065.09	7,440.99	18%
DARBY BOR.	112.08	4,899.42	5,011.50	2%
DARBY TOWNSHIP	989.15	5,089.35	6,078.50	16%
EAST LANSDOWNE	9.66	1,462.30	1,471.96	1%
EDDYSTONE	499.78	1,291.91	1,791.69	28%
EDGMONT	825.19	2,392.33	3,217.52	26%
FOLCROFT	2,479.28	3,048.05	5,527.33	45%
GLENOLDEN	701.97	3,126.53	3,828.50	18%
HAVERFORD	8,749.74	23,054.39	31,804.13	28%
LANSDOWNE	1,985.67	5,029.69	7,015.36	28%
LOWER CHICHESTER	274.22	1,977.08	2,251.30	12%
MARCUS HOOK	6,445.25	833.52	7,278.77	89%
MARPLE TWP.	5,338.04	11,400.97	16,739.01	32%
MEDIA	1,546.27	1,388.45	2,934.72	53%
MIDDLETOWN	3,275.79	9,808.68	13,084.47	25%
MILLBOURNE	-	7.53	7.53	0%
MORTON	125.56	1,061.32	1,186.88	11%
NETHER PROVIDENCE	2,495.95	8,216.23	10,712.18	23%
NEWTOWN	5,354.98	7,144.02	12,499.00	43%
NORWOOD	324.18	3,315.20	3,639.38	9%
PARKSIDE	60.96	1,131.01	1,191.97	5%
PROSPECT PARK	321.93	3,108.63	3,430.56	9%
RADNOR TWP.	11,420.33	10,217.29	21,637.62	53%
RIDLEY PARK	675.75	3,339.99	4,015.74	17%
RIDLEY TWP.	5,196.83	16,945.03	22,141.86	23%
ROSE VALLEY	74.95	576.41	651.36	12%
RUTLEDGE	29.87	508.74	538.61	6%
SHARON HILL	1,404.23	3,226.30	4,630.53	30%
SPRINGFIELD	11,310.92	12,139.70	23,450.62	48%
SWARTHMORE	4,686.31	1,840.87	6,527.18	72%
THORNBURY	135.23	4,330.99	4,466.22	3%
TINICUM	258.11	2,714.28	2,972.39	9%
TRAINER	54.91	1,377.84	1,432.75	4%
UPLAND BOROUGH	496.93	1,566.02	2,062.95	24%
UPPER CHICHESTER	1,745.65	7,289.91	9,035.56	19%
UPPER DARBY	8,282.26	38,531.69	46,813.95	18%
UPPER PROVIDENCE	1,011.22	3,755.92	4,767.14	21%
YEADON	2,074.65	3,915.72	5,990.37	35%
<b>MUNICIPAL TOTALS</b>	<b>103,173.08</b>	<b>256,655.36</b>	<b>359,828.44</b>	
TOTALS NOT ATTRIBUTED TO A PARTICULAR MUNICIPALITY	52,447.98	96,833.98	149,281.96	
<b>OVERALL COUNTY TOTALS</b>	<b>155,621.06</b>	<b>353,489.34</b>	<b>509,110.40</b>	
<b>Population ~ 550,864</b>	<b>Overall County's Percentage Rate</b>			<b>35%</b>

**SOURCE:**

+ Delaware County Solid Waste Authority

**TABLE 4-3**  
**AMERICAN REF-FUEL of DELAWARE VALLEY, L.P.**  
**PERMITTED CAPACITY +**

<b>MSW</b>				<b>ASH</b>		
<b>YEAR</b>	<b>TOTAL RECEIVED</b>	<b>DELAWARE COUNTY</b>	<b>NON COUNTY</b>	<b>TOTAL RECEIVED</b>	<b>DELAWARE COUNTY</b>	<b>NON COUNTY</b>
1996	915,375	328,128	587,246	276,873	99,249	177,624
1997	946,132	330,343	615,789	293,174	102,362	190,812
1998	1,056,316	381,329	674,987	311,711	112,527	199,184
1999	1,079,513	371,863	707,650	312,626	107,691	204,935
2000	1,110,960	347,370	763,590	339,996	106,308	233,688
<b>PROJECTION GOING FORWARD</b>						
<b>MSW</b>				<b>ASH</b>		
<b>YEAR</b>	<b>PERMITTED CAPACITY</b>	<b>DELAWARE COUNTY</b>	<b>AVAILABLE PERMITTED CAPACITY</b>	<b>PERMITTED CAPACITY</b>	<b>DELAWARE COUNTY</b>	<b>AVAILABLE PERMITTED CAPACITY</b>
2001	1,100,000	*303,375	796,625	330,000	*91,013	238,988
2002	1,100,000	*303,375	796,625	330,000	*91,013	238,988
2003	1,100,000	*303,375	796,625	330,000	*91,013	238,988
2004	1,100,000	*303,375	796,625	330,000	*91,013	238,988
2005	1,100,000	*303,375	796,625	330,000	*91,013	238,988
2006	1,100,000	*303,375	796,625	330,000	*91,013	238,988
2007	1,100,000	*303,375	796,625	330,000	*91,013	238,988
2008	1,100,000	*303,375	796,625	330,000	*91,013	238,988
2009	1,100,000	*303,375	796,625	330,000	*91,013	238,988
2010	1,100,000	*303,375	796,625	330,000	*91,013	238,988

\* Minimal contracted amount.

**SOURCE:**

+American Ref-Fuel of Delaware Valley, L.P.

**TABLE 4-4  
 DELAWARE COUNTY  
 ROLLING HILLS LANDFILL +  
 LANDFILL LONGEVITY**

Remaining (1) Landfill Capacity (CY)	Waste Density (2) (LB./CY)	Fill Rate (tons/day) (3)			
		1,500	1,800	2,000	3,200
15,400,000	1,400	27.6 yrs	23 yrs	10.7 yrs	13 yrs
	1,750	34.6 yrs	28.8 yrs	25.9 yrs	16.2 yrs
	2,000	39.5 yrs	32.9 yrs	29.6 yrs	18.5 yrs

- (1) Net Permitted Capacity remaining as of February 2001
- (2) Waste density at Rolling Hills is a function of both waste mix (ash/trash) and compaction, which has been at approximately 2,000 LB./CY in recent years
- (3) The site operates approximately 260 days per year.

SOURCE:

+ Martin and Martin, Inc. (Solid Waste and Environmental Engineers and Planners)

**TABLE 5-1  
DELAWARE COUNTY  
EXISTING CURBSIDE RECYCLING PROGRAMS**

MUNICIPALITY	2000+ CENSUS POPULATION	ITEMS COLLECTED CURBSIDE ++
Aldan Borough	4,313	No Program
Aston Township	16,203	Aluminum, Glass, Newspaper, Plastics 1 & 2, Bimetallic
Bethel Township	6,421	Formulating Program
Brookhaven Borough	7,985	Aluminium, Bimetallic, Glass, Plastics 1 & 2
Chadds Ford Township	3,170	No Program
City of Chester	36,854	Aluminum, Glass, Bimetallic, Newspaper
Chester Heights Borough	4,604	Glass, Newspaper
Chester Township	2,481	Aluminum, Bimetallic, Glass
Clifton Heights Borough	6,779	Aluminum, Glass, Bimetallic, Newspaper
Collingdale Borough	8,664	Aluminum, Glass, Bimetallic, Newspaper
Colwyn Borough	2,453	No Program
Concord Township	9,933	Aluminum, Clear Glass, Newspaper, Cardboard, Mix Paper
Darby Borough	10,299	Bimetallic, Clear Glass, Aluminum
Darby Township	9,622	Aluminum, Bimetallic, Clear Glass, Newspapers
East Lansdowne Borough	2,586	No Program
Eddystone Borough	2,442	No Program
Edgmont Township	3,918	Aluminum, Glass, Bimetallic, Newspaper, Plastics 1 & 2
Folcroft Borough	6,978	Aluminum, Glass, Bimetallic, Newspaper, Plastics 1 & 2
Glenolden Borough	7,476	Aluminum, Bimetallic, Plastics 1 & 2
Haverford Township	48,498	
Lansdowne Borough	11,044	Aluminum, Newspaper, Clear Glass
Lower Chichester Twp.	3,591	No Program
Marcus Hook Borough	2,314	No Program
Marple Township	23,737	Aluminum, Bimetallic, Glass, Newspaper, Mixed Paper, Plastic 1 & 2
Media Borough	5,533	Glass, Aluminum, Bimetallic, Newspaper, Office Paper, Junk Mail, Cardboard
Middletown Township	16,064	Aluminum, Bimetallic, Glass, Newspaper, Plastics 1 & 2
Millbourne Borough	943	No Program
Morton Borough	2,715	No Program
Nether Providence Twp.	13,456	Aluminum, Bimetallic, Clear Glass
Newtown Twp.	11,700	Aluminum, Glass, Newspaper, Plastics 1 & 2, Bimetallic
Norwood Borough	5,985	Aluminum, Bimetallic, Glass
Parkside Borough	2,267	Newspaper
Prospect Park Borough	6,594	Aluminum, Glass

**SOURCE:**

+ Delaware County Planning Department

++ Delaware County Solid Waste Authority

**TABLE 5-1  
DELAWARE COUNTY  
EXISTING CURBSIDE RECYCLING PROGRAMS**

<b>MUNICIPALITY</b>	<b>2000+ CENSUS POPULATION</b>	<b>ITEMS COLLECTED CURBSIDE ++</b>
Radnor Township	30,878	Aluminum, Bimetallic, Glass, All Paper, Plastics 1 & 2
Ridley Park Borough	7,196	Aluminum, Bimetallic, Glass, Newspaper, Plastics 1 & 2
Ridley Township	30,791	Glass, Aluminum, Newspaper, White Goods
Rose Valley Borough	944	Aluminum, Glass, Newspaper
Rutledge Borough	860	Newspaper
Sharon Hill Borough	5,468	Bimetallic, Aluminum, Newspaper
Springfield Township	23,677	Aluminum, Bimetallic, Cardboard, Paper, Glass, Plastics 1 & 2
Swarthmore Borough	6,170	Aluminum, Glass, Paper
Thornbury Township	7,093	Aluminum, Glass, Newspaper
Tinicum Township	4,353	No Program
Trainer Borough	1,901	No Program
Upland Borough	2,977	Aluminum, Glass, Plastics 1 & 2
Upper Chichester Twp.	16,842	Aluminum, Glass, Bimetallic, Plastics 1 & 2
Upper Darby Township	81,821	Aluminum, Bimetallic, Newspaper, White Goods
Upper Providence Twp.	10,509	
Yeadon Borough	11,762	Aluminum, Bimetallic, Glass, Newspaper
<b>TOTAL POPULATION</b>	<b>550,864</b>	

**SOURCE:**

+ Delaware County Planning Department

++ Delaware County Solid Waste Authority

**TABLE 5-2  
DELAWARE COUNTY  
EXISTING DROP-OFF RECYCLING PROGRAMS**

MUNICIPALITY	2000+ CENSUS POPULATION	DROP OFF RECYCLING PROGRAM **
Aldan Borough	4,313	Igloos - Colored Glass, Newspaper @ Aldan Elementary
Aston Township	16,203	*Glass, Aluminum, Newspaper, Oil
Bethel Township	6,421	Igloos - Colored Glass
Brookhaven Borough	7,985	No Program
Chadds Ford Township	3,170	No Program
City of Chester	36,854	Bimetallic, Plastics #1 & #2, All Paper, Cardboard
Chester Heights Borough	4,604	Igloos - Glass
Chester Township	2,481	Igloos - Glass
Clifton Heights Borough	6,779	Igloos - Glass
Collingdale Borough	8,664	Igloos - Glass
Colwyn Borough	2,453	Igloos - Glass at Boscov's Parking Lot
Concord Township	9,933	Igloos - Glass & Aluminum
Darby Borough	10,299	*Igloos - Glass
Darby Township	9,622	*Igloos - Glass
East Lansdowne Borough	2,586	Containers @ Accurate Recycling, 300 E. Baltimore Pike
Eddystone Borough	2,442	Igloos - Glass
Edgmont Township	3,918	No Program
Folcroft Borough	6,978	*Igloos - Glass
Glenolden Borough	7,476	Igloos - Glass & Aluminum at MacDade Mall
Haverford Township	48,498	Paper @ Skadium
Lansdowne Borough	11,044	Igloos - Glass
Lower Chichester Twp.	3,591	*Aluminum Igloo
Marcus Hook Borough	2,314	Igloos - Glass & Aluminum
Marple Township	23,737	
Media Borough	5,533	Glass, Aluminum at Franklin Street Recycling Center
Middletown Township	16,064	No Program
Millbourne Borough	943	No Program
Morton Borough	2,715	*Igloos - Glass
Nether Providence Twp.	13,456	Glass, Aluminum, Bimetallic, Paper, Cardboard @ Recycling Center
Newtown Twp.	11,700	Newspapers ~ except for the months of June, July, & August
Norwood Borough	5,985	*Igloos - Glass
Parkside Borough	2,267	No Program

**SOURCE:**

+ Delaware County Planning Department

++ Delaware County Solid Waste Authority

\*\* Igloo Program administered by the Delaware County Solid Waste Authority

**TABLE 5-2  
DELAWARE COUNTY  
EXISTING DROP-OFF RECYCLING PROGRAMS**

<b>MUNICIPALITY</b>	<b>2000+ CENSUS POPULATION</b>	<b>DROP OFF RECYCLING PROGRAM **</b>
Prospect Park Borough	6,594	No Program
Radnor Township	30,878	Igloos-Glass, 3 locations at Villanova U, also Paper & Carboard behind Field House
Ridley Park Borough	7,196	Igloos - Brown Glass only
Ridley Township	30,791	Igloo - Brown Only
Rose Valley Borough	944	No Program
Rutledge Borough	860	Igloos - Glass, Aluminum at Fire Company
Sharon Hill Borough	5,468	Igloos - Glass
Springfield Township	23,677	Aluminum Igloos @ High School, Books at Library
Swarthmore Borough	6,170	Igloos - Glass & Aluminum, Bimetallic, Paper & Cardboard at Township Garage
Thornbury Township	7,093	Igloos - Glass
Tinicum Township	4,353	Igloos - Glass & Aluminum
Trainer Borough	1,901	No Program
Upland Borough	2,977	Igloos - Glass
Upper Chichester Twp.	16,842	No Program
Upper Darby Township	81,821	Igloos - Glass & Aluminum
Upper Providence Twp.	10,509	Igloos - Glass & Aluminum at 2 locations within Rose Tree Park
Yeadon Borough	11,762	No Program
<b>TOTAL POPULATION</b>	<b>550,864</b>	* Igloos located at Municipal Buildings.

**SOURCE:**

+ Delaware County Planning Department

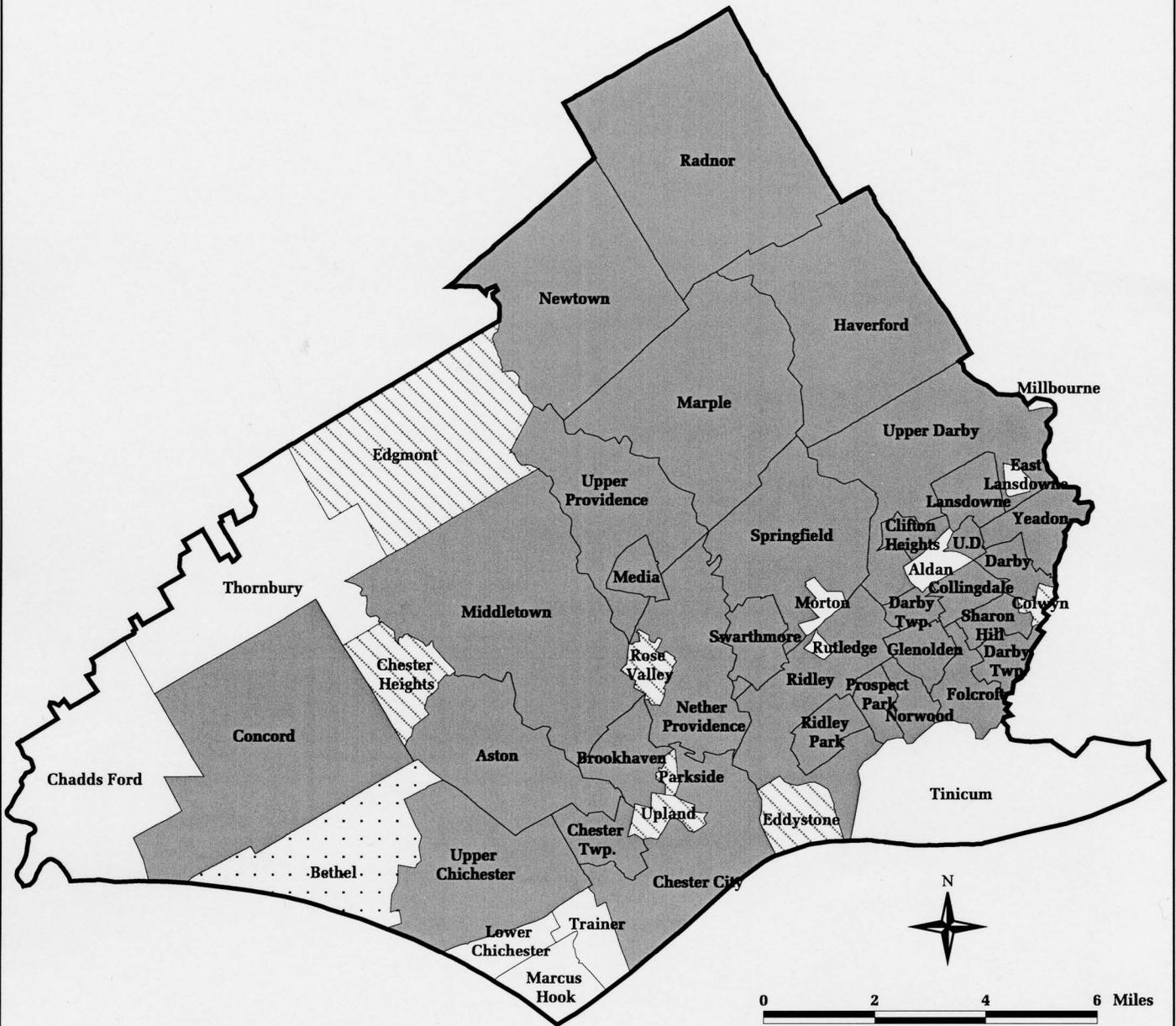
++ Delaware County Solid Waste Authority

\*\* Igloo Program administered by the Delaware County Solid Waste Authority

# **EXHIBITS**

# Exhibit 1 - A

## Recycling by Municipality in Delaware County



	<b>Municipalities Mandated to Recycle</b>
	<b>Mandated as of 2000</b>
	<b>Non-Mandated Municipalities Operating Curbside Recycling</b>
	<b>No Mandate</b>

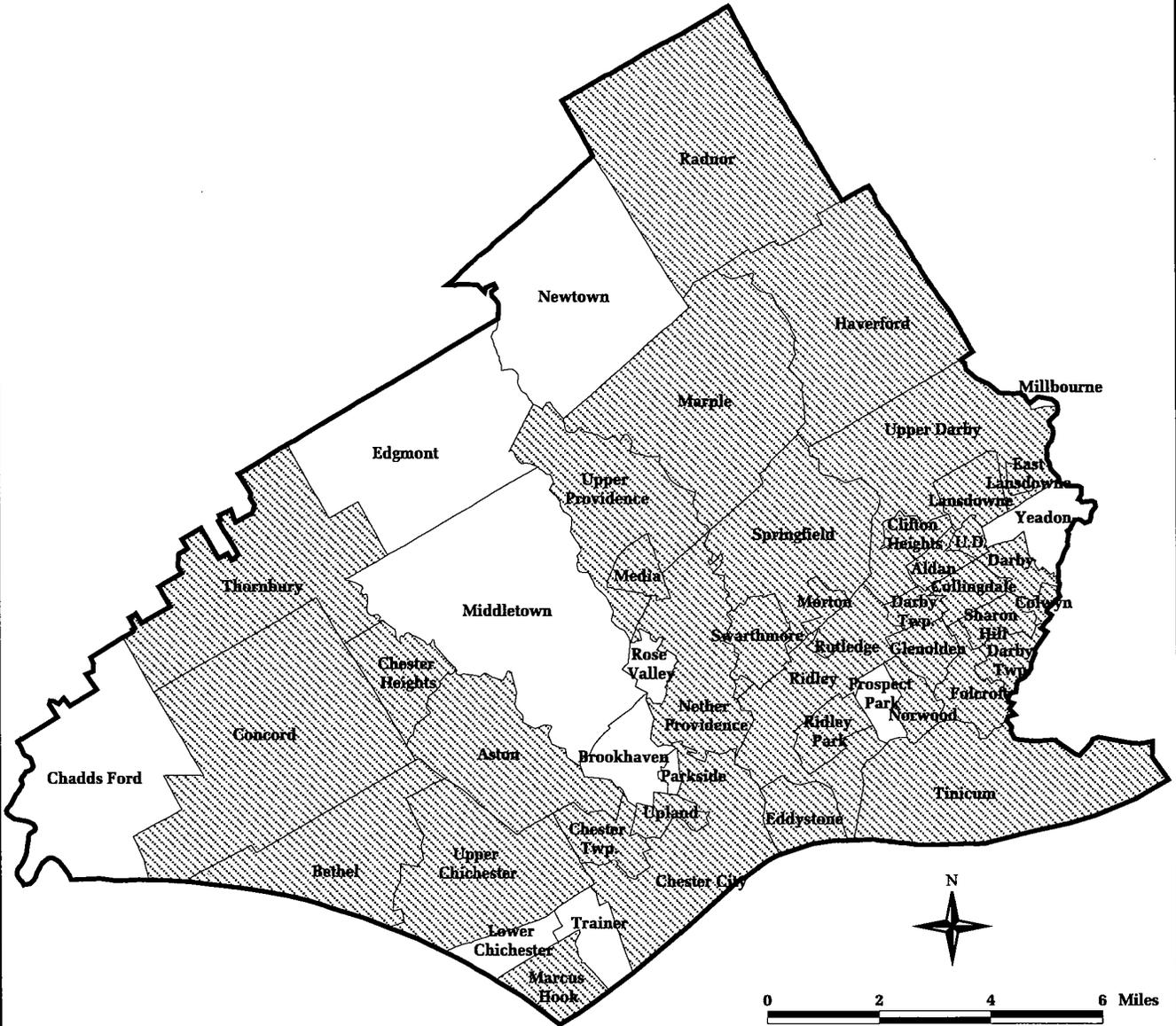
Projection: UTM  
 Datum: NAD83  
 Units: Meters

Source: Delaware County  
 Solid Waste Authority

Prepared by Delaware County  
 Planning Department

# Exhibit 1 - B

## Drop Off Centers in Delaware County



**Municipalities  
with Drop-Off Centers**

	No Drop-Off Centers
	Drop-Off Centers

Projection: UTM  
 Datum: NAD83  
 Units: Meters

Source: Delaware County  
 Solid Waste Authority

Prepared by Delaware County  
 Planning Department

# EXHIBIT 1-C

**PENNSTATE**



(814) 863-0841

Fax (814) 863-4540

Agricultural Analytical Services Laboratory  
The Pennsylvania State University  
University Park PA 16802

Analysis Report For:					Copy To:		
Susan M Cordes DCSWA - Rosetree Park Hunt Club 1521 N Providence Rd Media PA 19063							
LAB ID:	SAMPLE ID:	REPORT DATE:	DATE SAMPLED:	COUNTY:	MATERIAL:	TYPE:	STORAGE SYSTEM:
M01605	Leaf compost	5/22/2001		Delaware	Compost		

## ANALYSIS REPORT

Results on as sampled (wet weight) basis

Analyte	lb/ton	lb/1000 gal	Analyte	Result
Solids:	62.64 %		pH	7.96
Total Nitrogen (N)	13.22	55.12	Total Nitrogen (%)	0.66
Ammonium N (NH <sub>4</sub> -N)	0.06	0.26	Total Organic Carbon (%)	20.84
Calculated Organic N	13.16	54.87	Carbon:Nitrogen Ratio	31.50
Total Phosphate (P <sub>2</sub> O <sub>5</sub> )	5.09	21.23	Soluble Salts (mmhos/cm)	1.49
Total Potash (K <sub>2</sub> O)	11.98	49.95		

Optional Test Results:	Volatiles (%)	Ash (%)	Nitrate Nitrogen		
			(lb/ton)	(lb/1000 gal)	



## Delaware County Solid Waste Authority

Rose Tree Park - Hunt Club  
1521 North Providence Road  
Media, PA 19063  
(610) 892-9627-9628  
Fax: (610) 892-9622

Joseph W. Vasturia, P.E.  
Chief Executive Officer

### EXHIBIT 1-D

Board  
Joseph W. Vasturia, P.E.  
Chairman  
Nicholas F. Catania  
Vice Chairman

April 24, 2001

John E. Clark  
James J. Devenney  
Thomas J. Judge, Sr.  
Thomas H. Killion  
David W. Woods

Michael F.X. Gillin, Solicitor

Ann Ryan  
PA DEP Southeastern Regional Office  
Lee Park, Suite 6010  
Conshohocken, PA 19428

Dear Ms. Ryan:

The County of Delaware is providing notice that a nonsubstantial plan revision is being prepared by the Solid Waste Authority. This plan will amend Delaware County's Solid Waste Management Plan of 1990. The upcoming revision will update the County's Plan for the years 2001 through 2011. Components of the plan that will be updated include: Waste generation rates; the facilities' list for privately collected waste; recyclable materials market assessment as well as updating Delaware County's Recycling Programs.

If you have any questions, please contact Susan Cordes at 610-892-9716.

Sincerely,

Joseph W. Vasturia, P.E.  
C.E.O.

cc: Maryanne Grace, Delaware County Executive Director  
Susan Cordes, Recycling Coordinator

**EXHIBIT 1-E**  
**1990**  
**DELAWARE COUNTY**  
**SOLID WASTE ADVISORY COMMITTEE MEMBERS +**

<b>Member</b>	<b>Representation</b>	<b>Affiliation</b>
Thomas D. Kleber	Chairman	Delaware County Recycling Coordinator
Sheridan D. Jones	City	Chester City
Ardele Gordon	Boroughs Association	Parkside Borough
James W. McGinn	1st Class Township	Aston Township
Charles Richards	2nd Class Township	Nether Providence Twp. Planning Committee
John W. Cornell	2nd Class Township	Concord Township
Chris Barbero	Waste Industry	Waste Management Inc.
David Lasensky	Recycling Business	Accurate Recycling
Jack Holefelder	Business	Delaware County Chamber of Commerce
Jeanette Ross	Citizens Organization	League of Women Voters
Rosalie Peirsol	Citizens Organization	League of Women Voters
Richard Luckenbach	Citizens Organization	Thornbury Historical Society
William J. Frasch	Citizens Organization	Darby Creek Valley Assn.
Edward W. Peabody	Consultant	
Charles M. Harris	Consultant	
Ernest R. Roth	Citizen	
Edward K. Applegate	Citizen	

**SOURCE:**

+ Delaware County Municipal Solid Waste Management Plan Revision - 1990

## **EXHIBIT 2-A**

# **Delaware County Solid Waste Authority Action Plan for Radioactivity Monitoring**

### **Table of Contents**

- I. Background
  - A. Purpose
  - B. General
  - C. Medical Uses
  - D. Commercial Uses
  - E. Delaware County Solid Waste Authority Action Plan
  - F. Action Plan Amendments
  
- II. Monitoring and Detection of Radioactive Material
  - A. Plan Implementation
    - 1. Equipment
      - a. Vehicle Detectors
      - b. Background Determination for Fixed Vehicle Detectors
      - c. Portable Radiation Detectors
      - d. Alarm Levels and Instrument Calibration
  
- III. Short Lived RAM Waste Disposal Blanket Application
  
- IV. Small Quantity TENORM & NORM Waste Disposal Blanket Application
  
- V. Disposal of Consumer Products Containing RAM Blanket Application
  
- VI. Environmental Assessment & Pathways Analysis
  
- VII. Action Plan - Detection of RAM at DCSWA
  - A. Level One
  - B. Level Two
  
- VIII. RAM Characterization Procedures (if off loading is necessary)
  - A. Surveys
  - B. Separation of RAM From Load
  - C. Radioactive Contamination Surveys
  
- IX. Determining Origin of Waste
  
- X. Disposition of Waste
  
- XI. Record Keeping
  
- XII. Training and Retraining

# EXHIBIT 2-A

## I. BACKGROUND

### A. Purpose of Plan

1. To properly respond to levels of Radioactive material in solid waste that trigger radiation monitor alarms, or are greater than 10 micro R/hr above background at 2" from any vehicle surface.
2. To designate responsible individuals to respond to situations described above.
3. To designate the proper instrumentation to use during response to situations described in A-1 above.
4. To describe the required records that must be kept during response to situations described in A-1 above.
5. To ensure that personnel exposure from the RAM is "ALARA" (as low as reasonable achievable).
6. To ensure that the ultimate disposal of the RAM follows the applicable State/Federal Regulations (this includes preventing unauthorized releases of RAM).
7. To specify the portable and fixed RAM detectors to be used, the conditions of use, and the technical specifications for each detector (including determination of background).
8. To specify the required training for all persons involved in this Action Plan.

### B. General

The following is an excerpt from the Pennsylvania Department of Environmental Protection's (PA DEP) Guidance Document of Radioactivity Monitoring at Municipal and Residual Waste Processing and Disposal Facilities. It is included so as to provide those not familiar with the issue some background on the types of radioactive material that may be found as a result of monitoring at Delaware County Solid Waste Authority. "Almost everything in our world contains small amounts of radioactive material, and emits radiation. Most radiation found in the environment comes from NORM and cosmic radiation with the remainder coming from medical and industrial uses of radioisotopes, from the manufacture and testing of nuclear weapons, and from nuclear power plants. **Most of the alarms experienced on monitors in the municipal waste stream in Pennsylvania have been from short-lived isotopes usually used in medical procedures.** Currently, it is not possible to say if these medical isotopes are getting into the waste stream directly from the medical facilities via contaminated items getting into general trash by mistake, or from contaminated items discarded at home in municipal waste by patients who have had nuclear medicine procedures and been discharged from the treating facility. Other credible routes to the waste stream include contaminated items being discarded in regular trash containers by mistake at laboratories, colleges, or industrial facilities, misplaced encapsulated sources, and construction, residual or industrial waste containing NORM.

### C. Medical Uses

"The Department expects that those who are licensed to handle radioactive materials will maintain strict controls relative to the use and disposal of the material and will take appropriate actions to prevent unauthorized releases of radioactive materials. Nonetheless, even for licensed radioactive materials, by NRC and State regulations, once isotopes have been administered to patients, they are no longer regulated and patients can be discharged from the treating facilities once the amount of isotope in the patient's body is below levels specified in the latest version of U.S. Nuclear Regulatory Commission

## EXHIBIT 2-A

Regulatory Guide 8.39.<sup>1</sup> Even the amount of isotope used for diagnostic tests or radioactivity retained on items touched by patients may emit enough radiation to set off a facility monitoring alarm."

### D. Commercial Uses

"Additionally, there are a number of consumer and industrial items in general use that are distributed under general license; that is, the fabricator or distributor must be licensed but the individual owner/user does not have a specific license. Examples include some types of smoke detectors, luminous watches or clocks, thickness gauges, and many others. Some of these things, like smoke detectors and some luminous devices can be legally discarded in municipal waste landfills and others are supposed to be returned to the manufacturer for disposal. The NRC is presently considering requiring registration and inventory of higher activity generally licensed devices."<sup>1</sup>

### E. The Delaware County Solid Waste Authority Action Plan

Delaware County Solid Waste Authority has prepared this radioactivity detection plan utilizing as a template the PA DEP guidance documents for such plans dated September 2000. DCSWA has contracted PORTER CONSULTANTS, INC. who has on staff a certified health physicist to provide overview of the preparation and implementation of the plan, including all training necessary for execution by DCSWA personnel.

### F. Action Plan Amendments

This plan will be reviewed and amended as a result of any of the following:

1. Applicable Department regulations or policies are revised.
2. The Plan fails during an incident.
3. The mode of facility operation changes.
4. The monitoring equipment used is changed.
5. The staging area changes.
6. As otherwise required by the Department.

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<sup>1</sup> Regulatory Commission, Washington, DC April 1997. A copy of the relevant table from Regulatory Guide 8.39 is attached to this guidance document as Exhibit B.

# EXHIBIT 2-A

## II. Monitoring and Detection of Radioactive Material

### A. Plan Implementation

The District Manager or the designated on-duty manager is responsible for the implementation and execution of the plan. All potentially involved personnel will receive annual training with regard to their respective roles and at a minimum to include the fundamentals of radiation and radiation safety, the operation of the monitoring instrumentation including periodic operation/calibration checks and all aspects of the plan. Details of training are found in Section XII. The written alarm procedures will be clearly posted in the scale house, where the units will be mounted adjacent to the inbound scales. Furthermore, all of DCSWA customers will be notified of the existence of radioactivity monitors at the landfill and will be provided with driver's instructions should their load trigger an alarm at the site.

#### 1. Equipment

##### a. Vehicle Detectors, Installed

DCSWA will employ the following, equal or greater sensitivity radioactive material detection system. The system will consist of at least 1 set of remote radiation detector assemblies on the inbound scales, denoted on Drawing #1. Each detector assembly will consist of a 2" diameter sodium iodide (NaI) scintillator and photomultiplier tube appropriately mounted in lead-shielded, weatherproof, and thermally insulated housing. The units will be mounted directly opposite each other on the in-bound side of each inbound scale in order to monitor the entire truck as it passes and parks on the scale. For each scale, there will be a digital readout device (meter) showing the summed detector count rate. Each meter will have audible and visual alarms. Each meter will be housed within the scale building.

##### DETECTOR SPECIFICATIONS:

Gamma sensitive from 50 keV to 1.5 MeV.  
Operational from -20 deg F to +120 deg F.  
Must detect 2 uR/hr of Cs-137/Ba-137m above a 5 to 10 uR/hr background to +or- 10% or less; while vehicle is moving at 5 mph.  
Must continue to alarm in a 50 mR/hr field (no downscale saturation allowed).

##### b. Background Determination for Fixed Vehicle Detectors

With no vehicle near the detectors, a series of 50 background measurements will be made and recorded during an 8-hour period when the day is clear and the barometric pressure is high. This process will be repeated on a second clear day. All 100 measurements will be averaged to produce an average Fixed Vehicle Detector Background.

##### c. Portable Radiation Detectors

All portable survey instruments shall be calibrated at least annually by a licensed calibration vendor (Cs-137/Ba-137m doe photons, Sr-Y-90 for betas, and Th-230 for alphas).

###### 1. Microrem/hr Low Level Survey Meters.

Range: 2 uR/hr to 5000 uR/hr gamma radiation, with lowest range 0 to 25 uR/hr or lower (at least 5 range selections).

For outdoor use with splashproof shields.

Cs-137/Ba-137m sensitivity at least 175 c/m/uR/hr.

Lighted dial.

**USE:** Low level photon surveys of vehicles and load contents.

Measurements of ambient radiation background.

## EXHIBIT 2-A

### 2. Ion Chamber Midrange Survey Meter

Range: at least 0 to 5 R/hr gamma radiation, as well as beta radiation, with lowest range 0 to 5 mR/hr of lower (at least 5 range sections).

Beta detector to have window not greater than 7 mg/sq.cm.

Beta shield to be at least 1000 mg/sq.cm.

For outdoor use with splashproof shields.

Lighted dial.

**USE:** Medium/high range photon/beta measurements (does to whole body, eyes, & skin). Assay of radiation source activity. High level photon or beta emitter contamination surveys.

### 3. GM-Pancake Tube Contamination Survey Meter

Range: at least 0 to 50k c/m beta-gamma, with lowest range 0 to 600 c/m or lower (at least 3 range selections).

GM-Pancake Tube window not greater than 2mg/sq.cm.

Sensitivity ~ 3600 c/m/mR/hr for Cs-137/Ba-137m.

Tungsten or Lead tube shield.

Dead time 50 uSec or less.

**USE:** Personnel frisking. Low level surface/removable Contamination surveys. In general, ~ 10% fee for most beta emitters, ~ 5% eff for alpha emitters, and ~ 3% eff for pure photon emitters.

### 4. Gamma Spectrometer, Multi-Channel, Portable (usually provided by H.P. Consultant)

Detector: NaI, 1" x 2", + a high dose GM tube.

Waterproof and dustproof.

Temperature range: -20° C to +55° C.

Weight 3 lbs. or less.

1024 channels per spectra, memory of at least 250 spectra.

Energy range: 25keV to 2.5MeV.

Dose Rate Range: 1 uR/hr to 100 R/hr.

**USE and Functions:** Radionuclide identification, spectrum analysis, spectrum display, total dose display, doserate calculation, automatic efficiency & energy calibration, automatic dose calibration.

Sensitivity for Cs-137/Ba-137m: at least 5000 c/sec/mR/hr.

Built-in Library includes: Na-22, K-40, Mn-54, Co-57, Co-60, Ga-67, Tc-99m, In-111, I-125, I-131, Xe-133, Ba-133, Cs-134, Cs-137/Ba-137m, Eu-152, Tl-201, Bi-207, Ra-226, Th-232, U-232, U-235, U-238, Pu-239 & Am-241.

Direct computer connection for spectra download and subsequent radionuclide identification (such as via IRDA), and for modification of data collection parameters. Software with ability to perform quantitative & qualitative analysis of spectra.

#### **d. Alarm Levels and Instrument Calibration**

Alarm levels for the Fixed Detectors will be set at background plus  $7\mu\text{R h}^{-1}$ . Instrument Background is the instrument response in the absence of a truck (loaded or empty) in the location where measurements will be taken.

**Note:** Instrument Background may be lowered by as much as  $3\mu\text{R/hr}$  by the additional shielding provided by a large fully loaded vehicle.

Background may vary between instruments, between locations, and even on the same instrument from day to day and even during a day. These variations are caused by changes in cosmic radiation because of sunspots, weather variations, and many other reasons. **Note: if the background is  $> 10\mu\text{R/hr}$ , the detectors must be further shielded to bring the background down to  $10\mu\text{R/hr}$  or less.**

## EXHIBIT 2-A

All NaI detectors and meter combinations will be calibrated by the vendor/H.P. consultants to an appropriate radiation standard (NIST traceable Cs-137/Ba-137m or equivalent) upon initial installation, and then annually. Proper instrument response will be qualitatively checked daily using a low activity (nominally a 1 micro-Curie) Cesium-137/Ba-137 button source. The qualitative check will involve exposing each detector to the source to ensure an alarm condition results. Results of this daily check will be recorded in a detector source response log maintained in the scale house. **NOTE: When not in use the source will be kept in a locked source box.**

### **III. Short Lived RAM Waste Disposal Blanket Application**

A. DCSWA hereby applies for a Blanket Approval to dispose of < 65 day half life RAM from patients under the following three conditions:

1. The source container is, 50 mR/hr at 2", and is identified by gamma spec / half life as a nuclide listed in Appendix B of DEP Guidance DOC:250-3100-001.
2. The above information is documented on a completely filled out PCI Form 30. This Form is either faxed or e-mailed to the DEP Regional Area Health Physicist (or designee); or may be filed for annual submission to PA DEP.
3. The RAM is deposited in the DCSWA following the PA State Approved Procedures.

### **IV. Small Quantity TENORM & NORM Waste Disposal Blanket Application**

A. DCSWA hereby applies for a Blanket Approval to dispose of NORM or TENORM under the following six conditions.

1. The source container is, 50 mR/hr at 2", and is identified by gamma spec as NORM or TENORM.
2. The NORM containing natural abundance K-40 compounds has no processing or disposal restrictions.
3. The NORM from the undisturbed natural environment (cover soil or rock) has no disposal restrictions. NORM such as ceramic materials (including firebricks, insulators, and sand blasting media) has no disposal restrictions.
4. The TENORM volume is not > 1 cu ft, and does not contain > 5 pCi/gr of combined Rad isotopes.
5. The above information is documented on a completely filled out PCI Form 30. This Form is faxed or e-mailed to the DEP Regional Area Health Physicist (or designee); or may be filed for annual submission to PA DEP.
6. The RAM is deposited in the Delaware County Solid Waste Authority following the PA State Approved procedures.

### **V. Disposal of Consumer Products Containing RAM**

A. DCSWA hereby applies for a Blanket Approval to dispose of RAM Consumer Products under the following 4 conditions:

1. The source container is <50 mR/hr at 2", and is visually identified as a consumer product such as a smoke detector, watch, uranium glaze ceramic, welding rods, or other Thorium alloy.
2. EXIT signs containing RAM may not be buried.
3. The above information is documented on a completely filled out PCI Form 30 (Attachment #1). This Form is faxed or e-mailed to the DEP Regional Area Health Physicist (or designee), or may be filed for annual submission to PA DEP.
4. The RAM is deposited in the DCSWA Landfill or Chester Township Burn Facility following the PA State Approved Procedures.

### **VI. Environmental Assessment & Pathways Analysis**

## EXHIBIT 2-A

A special Environmental Assessment of Radionuclide Pathway Analysis will only be performed at the specific request of DEP BRP.

### **VII. Action Plan - Detection of RAM at DCSWA**

#### A. Level One Alarm

If the alarm level is exceeded, the Weighmaster will have the vehicle drive past the monitors at less than 5 MPH. If the alarm is repeated, the Division Manager (or manager on duty) will direct the driver of the truck containing the suspect load to the dedicated staging area indicated Drawing #1 and the truck will be detained and the subsequent steps will be followed. (Note, however, if the driver leaves with the vehicle before the vehicle can be isolated, DCSWA will contact the Pennsylvania State Police and provide them all possible information regarding the vehicle such that it may be apprehended. DCSWA will also immediately contact the PA DEP, and may contact other Waste Management facilities and nearby landfills to alert them of the suspect load. A complete contact list is included at Attachment #2 (PCI Form 30) to this plan. DCSWA will rely on PA DEP to alert all other landfills that may be at risk to receive this suspecting load.)

The dedicated staging area will be immediately quarantined and all personnel, including the driver, will be removed from the area. The staging area is constructed to create an isolation distance of 10 feet from vehicles parked within.

DCSWA's Certified Rad Waste Surveyor/H. P. Consultants will be notified to respond to the site immediately.

DCSWA's Certified Rad Waste Surveyor/H. P. Consultants will mobilize to the site and complete an initial investigation as described below.

Upon arrival, the Certified Rad Waste Surveyor/H. P. Consultants will take all necessary precautions to ensure their workers' safety prior to surveying the vehicle. An initial investigation survey will be conducted as follows:

- Upon arrival the Certified Rad Waste Surveyor/H. P. Consultants will survey the vehicle at a distance of 5 cm with a portable survey meter capable of detecting 10-5,000 uR h<sup>-1</sup>.
- If surveying the vehicle with a portable survey meter at 5 cm fails to reveal the presence of radioactive material; the Certified Rad Waste Surveyor/H. P. Consultants will scan the driver with a portable survey meter to determine if the driver has triggered the alarm.
- If the inspection indicates the driver himself has triggered the alarm because of having received medical treatments, then another driver will drive the truck back through the monitors. If no alarm occurs, then no further action under his guidance document is necessary. Otherwise, if RAM is determined to be in or on the vehicle, subsequent applicable action will be taken.

DCSWA will take, via its Certified Rad Waste Surveyor/H. P. Consultants, the following steps, starting immediately to fillout PCI Form 30: "RECORD OF DETECTED RADIOACTIVE MATERIAL".

If the exposure rate indicated by the portable survey meter at a distance of 5 cm from the truck exceeds background +10 uR h<sup>-1</sup> but is less than 50 mR/hr above background, the Certified Rad Waste Surveyor/H. P. Consultants will place caution tape or rope and appropriate radiation caution signs at the 2 mR/hr boundary. PA DEP should be notified of the verified alarm via telephone, faxed, or e-mailed Form 30; or the Form 30 may be filed and submitted annually.

The radioisotope(s) involved will be characterized through the use of gamma spectroscopy. (To the extent that off-loading of part or all of the waste is deemed necessary for proper characterization, the procedures within Section VIII of this plan will be followed).

## EXHIBIT 2-A

At this juncture, landfill management may execute the following options:

### 1. Landfill Disposal

If the RAM is a short lived isotope from a nuclear medicine procedure, NORM or TENORM, or from a consumer product for which, through this plan and related application, blanket approvals have been permitted (as outlined in Section V or VI), the waste may be accepted for disposal. Or,

### 2. Return Load to Originator

With the load secured, DCSWA will then notify the AP DEP and request from the Department of DOT Exemption Form signed by the Department's Area Health Physicist. Upon receipt of a properly filled out and authorized DOT Exception Form, the truck may be released from the site to be returned to its point of origin for further characterization. **NOTE: the driver must carry the signed DOT Exemption Form with him.** Prior to the release, DCSWA will stamp the original manifest to indicate that the load was rejected from DCSWA due to the presence of radioactive materials.

### 3. Suspected or Known Violation of DOT Regulations

Furthermore, DCSWA may contact the Pennsylvania State Police, PA DEP, the applicable regulatory body at the point of origin to alert them of the suspect load. A complete contact list is included at Attachment #2 (PCI Form 31) to this plan. DCSWA will rely on PA DEP to alert all other landfills at which the load may arrive should the transporter violate the conditions of the DOT Exemption.

DCSWA will retain a copy of the DOT Exemption Form, as well as the PCI Form 30. To the extent that such characterization and origin determination is conducted at the customer's facility, DCSWA will stress the need to make all attempts to determine the origin of the waste.

For loads indicating dose rates equal to or greater than 50 mR/hr above background, DCSWA will conduct the steps outlined in Action Level Two.

## B. Action Level Two

For waste that has measured dose rates equal to or greater than 50 mR/hr, DCSWA will notify the PA DEP Area Health Physicist immediately. DCSWA will take, via its H. P. Consultants, the following steps:

### 1. Radionuclide Identification

The radioisotope(s) involved will be characterized through the use of gamma spectroscopy. (To the extent that off-loading of part or all of the waste is deemed necessary for proper characterization, the procedures within Section VIII of this plan will be followed.)

### 2. Notification

For loads indicating dose rates equal to or greater than 50 mR/hr above background or if such levels are detected during characterization per level one, DCSWA will notify the PA DEP Health Physicist immediately. DCSWA will direct its H. P. Consultants to cease all activity and await the arrival of the PA DEP who will then oversee the characterization of the waste, vehicle or container.

## EXHIBIT 2-A

### VIII. RAM Characterization Procedures (if off-loading is necessary)

All vehicles that activate the radiation detector alarm will be directed to the dedicated staging area and quarantined until such time as a Certified Rad Waste Surveyor/H. P. Consultants arrive. Upon arrival, the following process will be followed only if it is deemed necessary to off-load waste to properly characterize the RAM.

#### A. Surveys

The Certified Rad Waste Surveyor/H. P. Consultant will survey the exterior of the vehicle with a portable survey meter set at the most sensitive setting and holding the survey meter no more than two inches (5 cm) from all vehicle surfaces. Areas where radioactivity levels exceed alarm set points will be marked.

If the exposure rate on the vehicle does not exceed 50 mR/hr above background begin surveying the individual waste containers (if waste is containerized). If the waste is not containerized, a laydown area will be established by laying down a clean plastic sheet, sized to allow the entire load to be dumped from the truck. Waste will be scanned as the material is removed from the truck, or if this is not practical or negatively impacts workers safety, following dumping of the load. The Certified Rad Waste Surveyor/H. P. Consultant will systematically scan the waste to identify the radioactive constituents. **NOTE: If the exposure rate from the vehicle or any container exceeds 50 mR/hr at any time during unloading/scanning of the waste, DCSWA's Certified Rad Waste Surveyor/H. P. Consultant will stop removing or scanning the waste, remove personnel from the area and call the PA DEP if they are not already present on-site.**

If the waste is containerized, individual waste containers (if contaminated) will be removed from the vehicle and surveyed with a survey meter. During this process, DCSWA's Certified Rad Waste Surveyor/H. P. Consultant will be looking for signs and container levels that might identify the radioactive material or other hazards and the point of origin.

#### B. Separation of the RAM from the Load

If the waste is in bulk form, it will be removed until the estimated location of the contamination is approached. Bulk waste will be surveyed with a low level portable micro-R meter. If the source of the contamination is located, an attempt to separate uncontaminated waste from the waste containing the contamination will be made, provided that it can be done without jeopardizing the health and safety of workers due to other hazards present in the waste. The contaminated waste, to include all waste detected to be equal to or greater than  $10 \text{ uR h}^{-1}$  above background, will be placed in an area where it can be stored safely and in a manner that protects against environmental contamination (e.g., due to runoff, infiltration, pests etc.) until the means of disposition is determined. A rolloff container or other appropriate containers will be provided for such storage depending upon the nature of the waste. The area(s) where radioactive material is placed, will be roped off or otherwise secured to prevent persons from entering areas where general area dose rates exceed  $2 \text{ mR h}^{-1}$ , and labeled with appropriate signs. The contaminated material will be physically secured against removal or inadvertent disposal or be placed under observation by facility staff at all times. The Certified Rad Waste Surveyor/H. P. Consultant, in accordance with regulations governing such waste, will dispose of such waste.

If radioactive material is not detected in any of the waste containers or in the bulk waste, the exterior of the empty vehicle will be surveyed. The areas on the container where radiation levels exceed background will be marked, as the transport vehicle itself may be the source of the radiation.

#### C. Radioactive Contamination

## EXHIBIT 2-A

All surfaces in contact with the RAM will be smeared to verify the presence of RAM contamination. All contamination must be cleaned below applicable levels (NRC Reg Guide 1.86 "acceptable Contamination Levels").

### **IX. Determining the Origin of the Waste**

During the characterization and related removal of material all efforts to determine the wastes' place of origin will be made. Special attention will be made to the waste and any other waste found within the same container or in close proximity to the radioactive material. Labels, discarded mail and other debris may lend clues as to the wastes origin and such clues will be pursued through the owner of the waste.

### **X. Disposition of Waste**

The radioactive waste that has been characterized at DCSWA per section VIII above will be disposed via the Certified H. P. Consultant in accordance with the requirements of all applicable local, state and federal regulations, and at properly permitted disposal facilities. The radiation level, the type and amount of waste involved, the radioactive material present in the waste and the form in which the radioactive material is present will be considered when choosing the proper disposal option. Please note that at no time during this process will DCSWA accept title to such waste or represent itself as the generator of the material.

### **XI. Record Keeping**

The records required shall include the following:

1. Detector Source Response Log., as well as Annual Vehicle detector Calibration.
2. Annual Calibration of all Radiation Survey Meters.
3. The PCI Form 30: "RECORD OF DETECTED RADIOACTIVE MATERIAL".
4. A copy of any DOT Exemption Form provided by PA DEP.
5. An updated copy of the Action Plan.
6. Training and Retraining Records.

All records described above will be retained for at least 3 years, with personnel exposure records (normally only generated by the Consultant Health Physicist) being retained until PA DEP gives written permission for personnel records disposal.

### **XII. Training and Retraining**

#### **Action Plan Training Requirements:**

**Scalehouse Personnel:** BASIC Class & Vendor training on fixed instruments.

**Truck Surveys & Load Searches:** BASIC & INTERMEDIATE Classes & Vendor instrument training.

**Action Plan Site Manager or Delegate:** BASIC & INTERMEDIATE & ADVANCED Classes & Vendor instrument including MCA.

1. Basic Radiation Training Class for Action Plan (3 hr class)
  - a. This class which will require at least 3 hours, will include a handout covering:
    1. Rad Basics
    2. Rad Biological Effects
    3. Rad Instrumentation Use - fixed & portable
    4. Rad Exposure Reduction Techniques (time, distance & shielding)
    5. Applicable Federal & State Regulations - who regulates what
    6. Action Plan Overview
  - b. A well-written Quiz must be prepared, approved by management, and filed for Regulatory Review (as well as a Legal Record).

NOTE: PCI Experience shows that 20 people are a maximum for eye contact with the instructor. We will allow up to 25 in a single class, but do not recommend it.
2. Intermediate Radiation Training Class (6 hr class)

## EXHIBIT 2-A

- a. PCI prefers to conduct this class AFTER the Instrument Vendors have completed their on-site training for both the fixed & portable instrumentation (training can be combined).
  1. Rad Instrument Theory
  2. Rad Instrument Practical Skills
  3. Survey Procedures/Documentation - use of Action Plan FORMS
  4. PPE & Control Procedures (includes preventing unauthorized releases of RAM)
- b. A well-written Quiz must be prepared, approved by management, and filed for Regulatory Review (as well as a Legal Record).
- c. This class will include an exercise in surveying for sources in trash. Successful completion of this class will entitle the student to receive a "CERTIFIED RAD WASTE SURVEYOR TECHNICIAN" certificate.

### 3. Advanced Radiation Training (8 hr class)

- a. This class must be conducted AFTER all Instrument Vendor Classes.
  1. Advanced Control Procedures - including Decon & Frisking.
  2. MCA Use & Gamma Spectroscopy - must bring Ra-226, Cs-137/Ba-137m, Co-60, Co-57, and I-131 sources for student realization of practical problems. NOTE: A PA State License is required for Ra-226 Sources.
  3. Load Survey Procedures
  4. Documentation
  5. Applicable State & Federal Regulations that must be followed - a careful review.
- b. A well-written Quiz must be prepared, approved by management, and filed for Regulatory Review (as well as a Legal Record). This Quiz will also include a practical demonstration of monitoring skills.

This class will include actual exercises in surveying for sources in trash, as well as training in use of survey meters, and basic radiation safety, and human radiobiology. Compliance with PA DEP Regulations will be carefully covered.

4. Retraining: Every 2 years a minimum of a 1 hour retraining class will be given to all Intermediate & Advanced students. Retraining will also be held to cover Action Plan changes.

Number	Date	Contact Person	Contact Phone	Contact Address1	Contact Address2	Responsible Party	Municipality	Final Status Info	Identification	Isotope
00001	1/11/2000	Tony Grosso	(610) 494-6745	Del. Co. Solid Waste Authority Plant #1	Concord Highway Chester	Del. Co. Solid Waste Authority	Chester Township	Facility can process on 1/13/99 or 1/14/99	Trailer # 111945	Tc-99m
00002	1/12/2000	Anthony Grosso/Del. County MSW authority	(610) 494-6745	Del. Co. Solid Waste Authority Plant #1	2300 Concord Road, Chester, PA	(above)	Chester City		Transfer trailer Empire #111965 Lic. XC-65073 (Pa.)	I-131
00011	3/13/2000	Anthony Grosso/Del. Co. Solid Waste Authority	(610) 892-9627	1521 North Providence Road	Media, PA	(above)	Chester City	sent for disposal 4-7-2000	Trailer 333575 Lic. XC-65080 (Pa)	Samarium-153 ???
00014	4/10/2000	Anthony Grosso	(610) 494-6745	Delaware County Transfer Station #3	Broomall, PA	(above)	Marple Twp.	released for disposal	Trailer # 333630	I-131
00017	4/24/2000	Delco Solid Waste Auth/Anthony Grosso	(610) 892-9627	Rose Tree Hunt	Media, PA	(above)	Chester Township		Trailer #111944, Lic. XC-16501	Tl-201
00020	5/16/2000	Delaware Cnty Solid Waste Auth/Anthony Grosso	(610) 892-9627	1521 North Providence Road/Rose Tree Park Hunt Club	Media, PA	(above)	Marple Township		Trailer #333631	I-131
00026	6/6/2000	Delaware County Solid Waste Authority/Anthony Grosso	(610) 496-5944	Rose Tree Hunt, Route 252	Media, PA	(above)	Chester Twp.	Release for disposal 6-19-2000	trailer number 111942 *	I-131
00031	6/27/2000	Anthony Grosso	(610) 494-6745	Delaware County Transfer Station #3	Broomall, PA	(above)	Marple Twp.	released for disposal	Trailer # 333842	I-131
00033	7/14/2000	Del. County Solid Waste Auth/Mr. Anthony Grosso	(610) 892-9627	1521 North Providence Road, Rose Tree Hunt	Media, PA	(above)	Chester Twp.	Passed detector on 7-17, no alarm. Waste sent for disposal	Truck #954, Lic. ZJ-68273	Tc-99m
00035	7/18/2000	Anthony Grosso/DelCo Solid Waste Authority	(610) 892-9627	1521 North Providence Road	Media PA	above	Chester Township		Trailer # 11964*	I-131

Number	Date	Contact Person	Contact Phone	Contact Address1	Contact Address2	Responsible Party	Municipality	Final Status Info	Identification	Isotope
00037	8/16/2000	Anthony Grosso/ DelCo Solid Waste Authority	(610) 892- 9627	1521 North Providence Road	Media PA	above	Chester Township	Decayed to background. Disposed of as regular MSW	Trailer # 333630	TI-201
00038	8/31/2000	Anthony Grosso/ DelCo Solid Waste Authority	(610) 892- 9643	1521 North Providence Road	Media PA			Segregated and placed in Tire shed storage for decay	Trailer111966	I-131
00039	8/31/2000	Anthony Grosso/ DelCo Solid Waste Authority	(610) 892- 9643	1521 North Providence Road	Media PA			Segregated and placed in Tire shed for decay	Trailer #111961	I-131
00042	9/5/2000	Anthony Grosso/DelCl Solid Waste Authority	(610) 892- 9643	1521 North Providence Road	Media PA			Segregated and placed in Tire shed storage for decay		I-131
00045	9/8/2000	Delaware County Solid Waste Auth/Mr. Tony Grosso	(610) 892- 9627	Plant #1	Concord Road, Chester Pa	(above)	Chester Twp.	Decayed to background and disposed of as MSW	Lic. YD-95519 hauler	I-131
00046	9/11/2000	Mr. Anthony Grosso	(610) 892- 9627	Delco Plant #1	Chester, PA	City Wide Trash Removal	Chester Twp.	Consulting Physicist is Anthony LaMastra	License ZS- 76853 (Pa)	Ra-226
00047	9/14/2000	Anthony Grosso	(610) 494- 6745	Delaware County Transfer Station #3	Broomall, PA	(above)	Marple Twp.	11/8/2000 phoned Chick to dispose of as regular MSW	Trailer # 333570	I-131
00048	9/20/2000	Anthony Grosso/Del. County MSW authority	(610) 494- 6745	Del. Co. Solid Waste Authority Plant #1	2300 Concord Road, Chester, PA	(above)	Chester City	9/21/2000 segregated by Syd Porter	Transfer trailer Empire #111867	I-131
00050	10/16/2000	Richard C. Dougherty	(610) 789- 0684	Township of Haverford	2325 Darby Road, Haverford PA	(above)	Haverford	Segregated and placed in storage @#1 - disposed	Truck #22	I-131
00052	10/18/2000	Tony Grasso		DCSWA Plant # 1		Tony Grasso	Delaware	11/8/2000 phoned Chick to notify that the load can be disposed of	Trailer # 114073 PA Lic # TZ- 39777	I-131
00053	10/19/2000	Charles Falance	(610) 789-	Haverford		Haverford	Haverford	DIS and	Repack # 197	I-131

Case Number	Date	Contact Person	Contact Phone	Contact Address1	Contact Address2	Responsible Party	Municipality	Final Status Info	Identification	Isotope
			1608	Twp. Trash truck depot		Township	Township	disposed	M3254	
00054	10/18/2000	Charles Falance	(610) 789-1608	Haverford Twp. Trash truck depot				DIS and disposed	Roll Off Container	I-131
00057	11/6/2000	Charles Falance	(610) 789-1608	Haverford Twp. Trash truck depot					Trash pick up truck (back loader)	
00060	11/13/2000	Anthony "Tony" Grosso	(610) 892-9627	DCSWA Plant #3	Lawrence Park	Lansdowne Municipality	Lansdowne Borough		Truck#4 Lansdowne lic MG83744	I-131
00061	11/13/2000	Anthony "Tony" Grosso,	(610) 892-9627	1521 North Providence Road, Rose Tree Park, Media	DCSWA Plant #3	Anthony "Tony" Grosso,	Marple Twp.		Trailer: Waste Mgt Indian Valley #333851	I-131
00065	11/21/2000	Delco Solid Waste Auth/Mr. Tony Grosso	(610) 892-9627	Plant #1, Concord Road	Chester, PA	(above)	Chester Twp.		Lic. YZ-38738	I-131
00068	12/11/2000	Anthony Grosso	(610) 892-9627	1521 North Providence Road	Media PA	Delaware County Solid Waste Authority				I-131
00069	12/19/2000	Anthony "Tony" Grosso	(610) 892-9627	DCSWA Plant #3	Lawrence Park	Borough of Media	Media		56-6	
01001	1/5/2000	Tony Grosso	(610) 494-6745	Del. Co. Solid Waste Authority Plant #1	Concord Highway Chester	Del. Co. Solid Waste Authority	Chester City	Facility can process on 1/08/01 as MSW	None - Roll-off Container	Tc-99m
01002	1/11/2001	Delaware County Solid Waste Auth/Mr. Anthony Grosso	(610) 892-9627	Rose Tree Hunt	1521 North Providence Road, Media, PA	(above)	Chester Twp.		Trailer #111869, License XL-11004 (Pa)	I-131
01003	1/16/2001	Delaware Cnty Solid Waste Auth/Mr. Anthony Grosso	(610) 892-9627	Rose Tree Hunt	1521 N. Providence Rd., Media, PA	(above)	Marple		Lic. 84593-MG DCSWA M 3624	I-131
01006	1/24/2001	Delco Solid Waste/Mr. Grosso	(610) 892-9627	1521 N. Providence Rd., Rose Tree Hunt	Media, PA	(above)	Chester Twp.		Transfer Trailer (Empire) #111965, XL-11019 (Pa)	I-131

Case Number	Date	Contact Person	Contact Phone	Contact Address1	Contact Address2	Responsible Party	Municipality	Final Status Info	Identification	Isotope
01007	1/24/2001	BFI/Matt Reich	(610) 205-5450	372 South Henderson Road	King of Prussia, PA	(above)	Upper Merion		Packer truck #921, ZA-88950	Tc-99m
01008	1/24/2001	Accurate Trash	(610) 458-5402	508 Baltimore Pike	Lansdowne, PA	(above)	Lansdowne		Truck #103	Tc-99m
01009	1/19/2001	City Wide Services - Richard Heller	(610) 586-1400	Avenue A & Darby Creek	Sharon Hill, PA	(above)	Sharon Hill		Truck #1	I-131
01012	1/26/2001	Delco Solid Waste/Mr. Grosso	(610) 892-9627	1521 N. Providence Rd., Rose Tree Hunt	Media, PA	above		No exemption issued, caught inhouse	Empire Trailer 333628	
01013	1/29/2001	Delco Solid Waste Auth/Mr. Grosso	(610) 892-6922	1521 North Providence Road, Rose Tree Hunt	Media, PA	(above)	Marple Twp.		transfer trailer #333570	I-131

**EXHIBIT 2-C**  
**An Inter-Governmental**  
**Agreement for a Southeast Pennsylvania Regional**  
**Household Hazardous Waste Education,**  
**Collection and Management Program**

**THIS AGREEMENT**, made and entered into this the 11<sup>th</sup> day of July 2000, by, and between and among the Southeastern Pennsylvania Counties of Bucks, Chester, Delaware, Montgomery, and Philadelphia, (hereinafter referred to as Parties)

**WITNESSETH:**

**WHEREAS**, the Parties, referenced above, have resolved to enter into this Agreement to define the participation and expectations of each Party and to coordinate the collection and management of HHW and when deemed necessary, the implementation of a joint education and publicity program; and

**WHEREAS**, the Pennsylvania Small Business and Pollution Prevention Act of 1996 (Act 190) authorizes the establishment of Hazardous Waste Collection and Disposal Grant Programs; and

**WHEREAS**, hazardous household waste (HHW) is defined in the Pennsylvania Small Business and Pollution Prevention Act of 1996 (Act 190) as "a waste which would be chemically or physically classified as a hazardous waste but is excluded from regulation as a hazardous waste pursuant to the regulations of the Pennsylvania Department of Environmental Protection (PADEP) because it is generated by a household;" such HHW consisting of numerous products common to the average household, such as pesticides, paints, polishes, cleaners, and automotive supplies; and

**WHEREAS**, each Party to this Agreement has provided a representative to a regional planning committee (Committee) to coordinate the activities of the program; and

**WHEREAS**, the Parties have successfully conducted a regional household hazardous waste collection program since 1998, and have determined that a regional cooperative HHW Education, Collection and Management program has provided increased convenience/participation and a lower cost per participant and cost savings to all Parties; and

**WHEREAS**, it is the intent of the Committee to prepare and circulate a Request for Proposal, interview appropriate contractors, and recommend a selected HHW collection contractor, based upon a competitive selection process,

**NOW, THEREFORE**, in consideration of the mutual goals and covenants contained herein, and the mutual benefits to result therefrom, the Parties agree as follows:

**EXHIBIT 2-C**

1. The purpose of this Agreement is to continue the Regional HHW Education, Collection and Management Program to effect cost savings, increase public convenience and participation, and educate the public about the proper management of HHW.

2. The term of this Agreement shall become effective on January 1, 2001 and conclude December 31, 2003. Collections will commence after April 1, 2001 and continue at a minimum, through November 2003.

Each Party shall have the right to terminate its participation under this Agreement at any time during the term of the Agreement for any reason, including, but not limited to its own convenience. If any party under this Agreement elects to terminate its participation under the Agreement prior to December 31, 2003, the withdrawing Party shall give the other Parties thirty-(30) days written notice of the termination. Any Party withdrawing from this Agreement must meet all financial commitments up to the point of the withdrawal.

3. The Committee shall agree to operate by majority vote to determine the actions recommended for approval by the respective Parties subject to the rules and regulations of each of the Parties and the Commonwealth.

4. The Parties will jointly develop and issue a Request for Proposal for collection services and each Party will enter into a separate contract with the one collection contractor that has been mutually selected by all Parties. The terms and conditions of those contracts shall be subject to the approval of each Party to this Agreement.

5. The Parties enter into this Agreement with the intent of providing funds on an annual basis, to sustain the program and to support the activities of the Committee.

6. Upon execution of this Agreement the Parties accept the PADEP's offer to provide Act 190 grant assistance for 50% of eligible program costs of not less than \$500,000, but not more than \$100,000/Party per year during the three-year program (January 1, 2001 to December 31, 2003), and to acknowledge their responsibilities under that grant as set forth by the PADEP in a letter dated 05/22/00.

7. The Parties agree to accept HHW from residents of each other's jurisdictions, with the understanding that each Party will maintain an accounting of these cross-jurisdictional amounts and provide reimbursement for their management if deemed necessary.

8. The collection vendor is required to have all required insurance and assume RCRA generator status as required under Act 190, Section 204, i.

9. The Lead Party, upon receipt of a completed PADEP Application for Registration Household/Small Business Hazardous Waste Collection Program from each participating party, will apply for state registration. Each Party will select its respective collection event sites and schedule in conjunction with the other Parties, which the lead Party will register in accordance with PADEP regulations.

**EXHIBIT 2-C**

10. The collection contractor will bill the host Party (the county in which a collection event takes place) separately after each collection event and the host Party will pay the contractor according to the terms of the contract. Each party shall submit program reimbursement requests for all eligible program related costs directly to the PADEP regional office.

11. Each Party will prepare and submit their respective disbursement request to the PADEP.

12. In the event the Parties collectively agree to develop an education and publicity program each Party will enter into a separate contract with the one vendor that has been mutually selected by all the Parties. The education/publicity vendor contract costs will be shared equally by all Parties. The education/publicity vendor will bill each Party separately and each Party will pay the vendor according to the terms of the contract.

13. This Agreement shall be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. This Agreement shall be deemed effective and legally binding upon execution by each of the Parties hereto.

This Agreement shall be renewable by any and all Parties for additional terms at the discretion of the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have approved and caused these presents to be signed.

Witness for County:

COUNTY OF DELAWARE

Jayce L. Leonard  
County Clerk

[Signature]  
Commissioner

July 11<sup>th</sup> 2000  
Date

[Signature]  
Commissioner

[Signature]  
Commissioner

[Signature]  
Commissioner

[Signature]  
Commissioner

(SEAL)

# Exhibit 3 - A

## Delaware County

### Municipal Waste Transfer Sites



Municipal Waste Transfer Sites	
▲	Biohazard and Medical Waste
●	County Owned Transfer Station
■	Private Transfer Station
★	Resource Recovery Facility

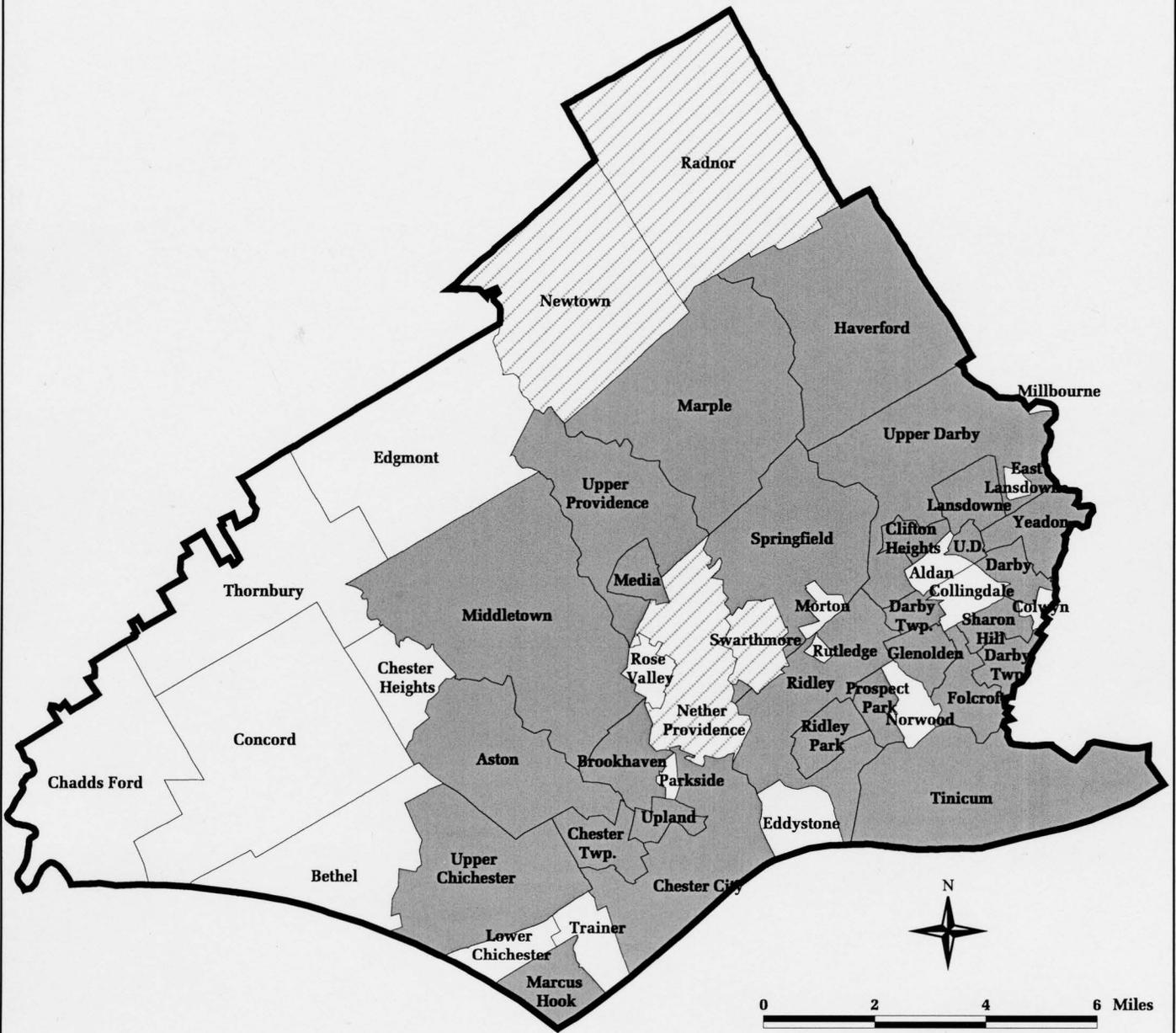
Projection: UTM  
 Datum: NAD83  
 Units: Meters

Source: Delaware County  
 Solid Waste Authority

Prepared by Delaware County  
 Planning Department

# Exhibit 3 - B

## Municipalities Using County Compost Farm



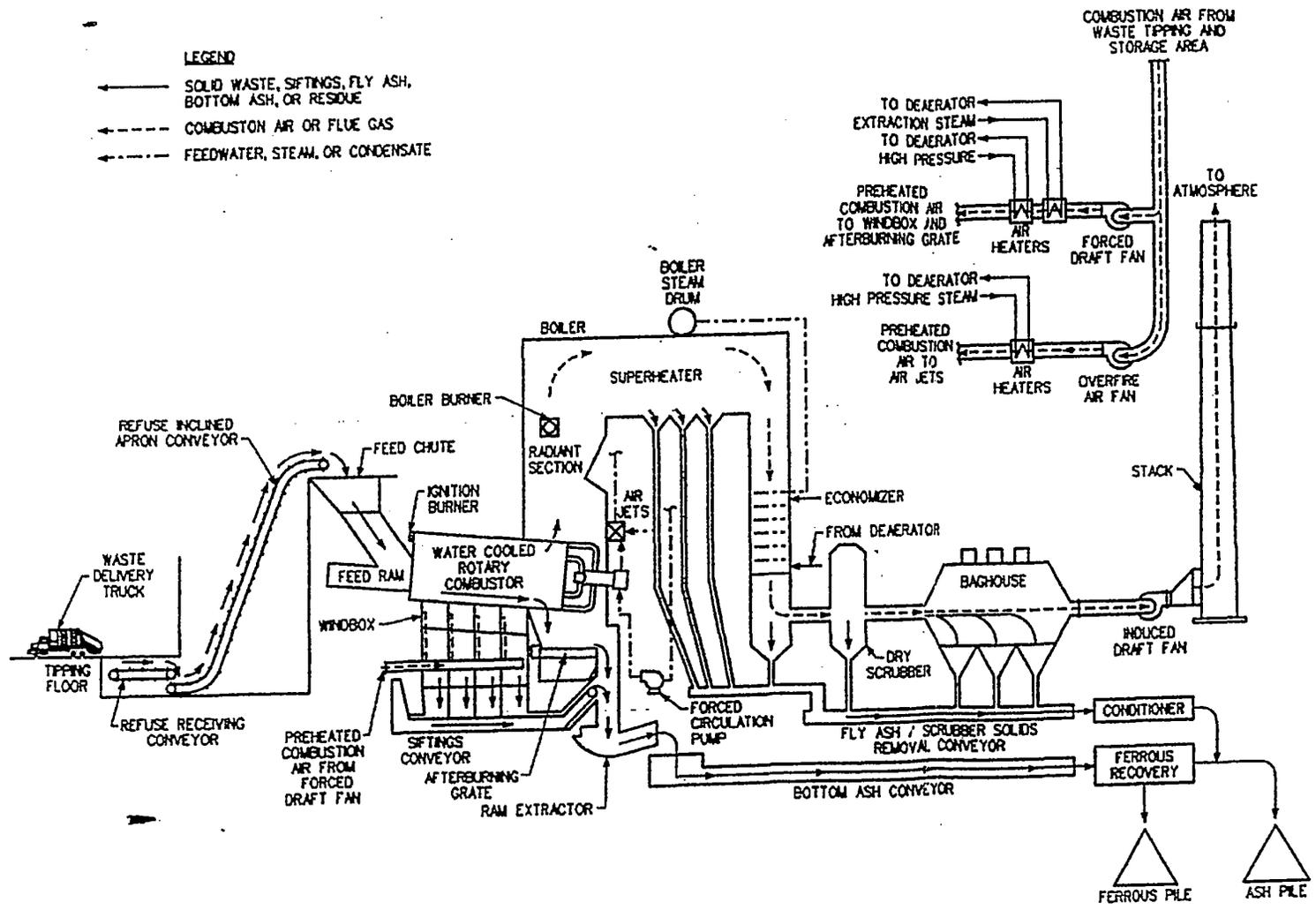
**Municipalities  
Using Compost Farms**

	Municipalities Not Using Compost Farm
	Municipalities Leaves Going to County Compost Farm
	Municipalities Operating Own Compost Farm

Projection: UTM  
 Datum: NAD83  
 Units: Meters

Source: Delaware County  
 Solid Waste Authority

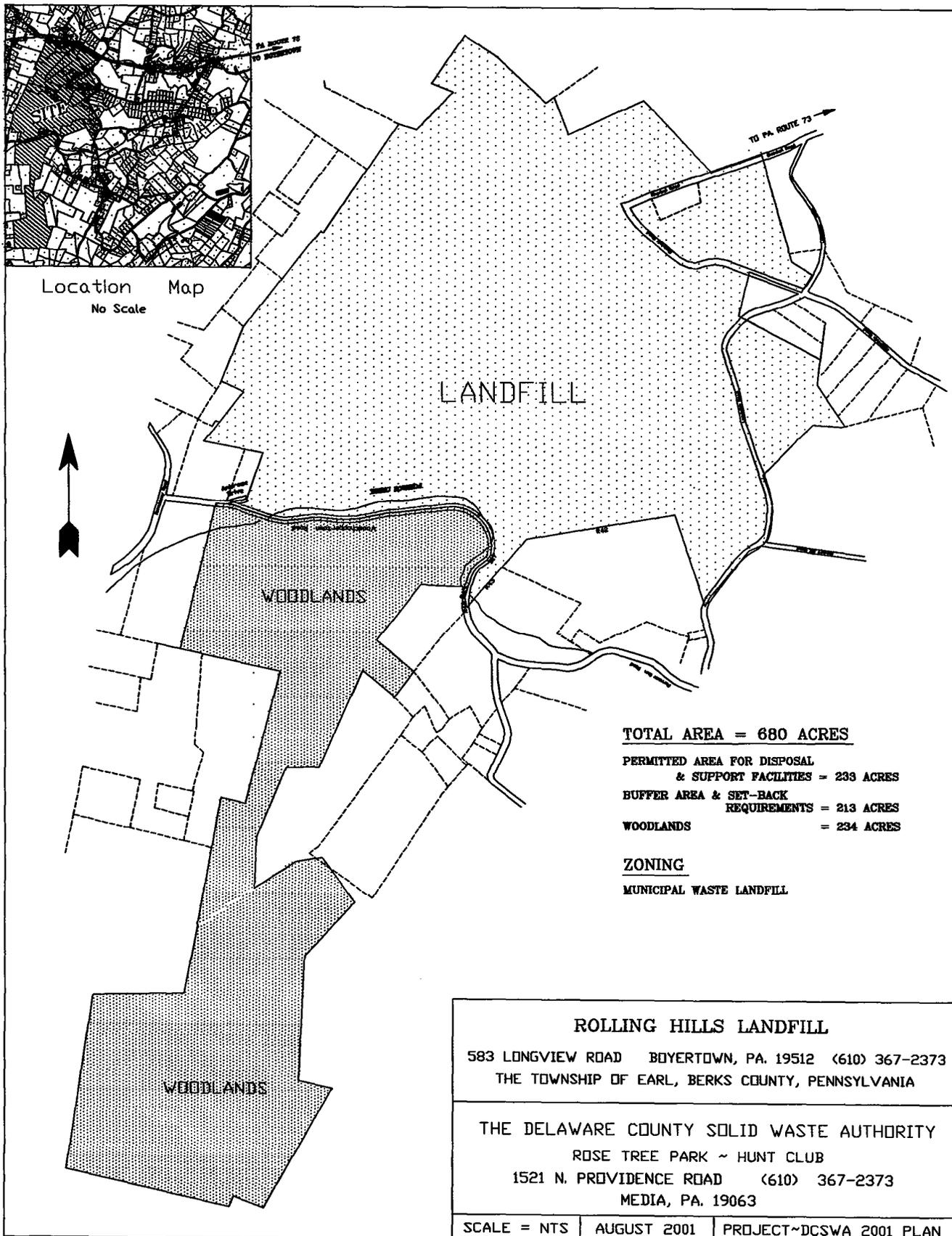
Prepared by Delaware County  
 Planning Department



SIMPLIFIED PROCESS FLOW DIAGRAM

Exhibit 3-C

EXHIBIT 3-D



**ROLLING HILLS LANDFILL**

583 LONGVIEW ROAD BOYERTOWN, PA. 19512 (610) 367-2373  
THE TOWNSHIP OF EARL, BERKS COUNTY, PENNSYLVANIA

THE DELAWARE COUNTY SOLID WASTE AUTHORITY  
ROSE TREE PARK ~ HUNT CLUB  
1521 N. PROVIDENCE ROAD (610) 367-2373  
MEDIA, PA. 19063

SCALE = NTS | AUGUST 2001 | PROJECT~DCSWA 2001 PLAN

EXHIBIT 5-A

**Delaware County Solid Waste Authority  
Igloo Recycling Center**

**Items collected at this site include:**

**CLEAR GLASS (bottles & jars only)  
GREEN GLASS (bottles & jars only)  
BROWN GLASS (bottles & jars only)  
ALUMINUM (cans only)**

In an effort to improve Delaware County's Recycling Rate, we request that you deposit only the above items in the proper Igloo.

Centers where there is an Aluminum Igloo, please deposit only aluminum cans. Steel or metal cans (soup, tuna, vegetable, etc.) should not be deposited in these Igloos. (An easy test is to take a kitchen magnet and place it on the can, if it **DOESN'T STICK**, it's an aluminum can and may be placed in the Igloo. A magnet sticks to a steel or metal can and, therefore, should not be placed in our Aluminum Igloo.)

All aluminum cans, glass bottles and jars should be rinsed. Labels can remain. Lids should be placed in the trash. *(No other type of glass should be placed in these Igloos.)*

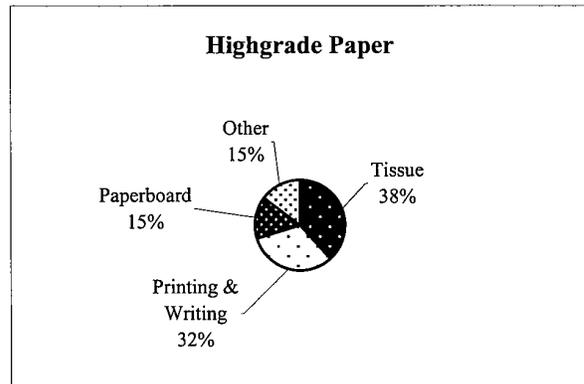
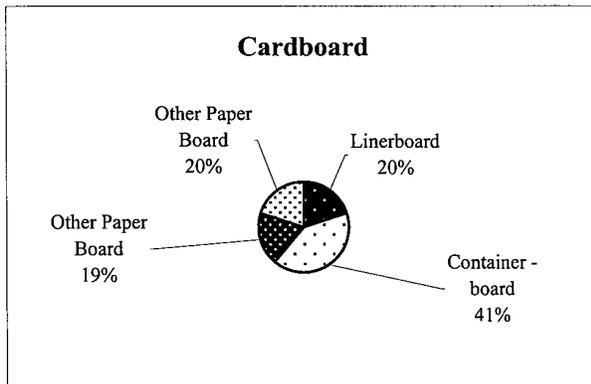
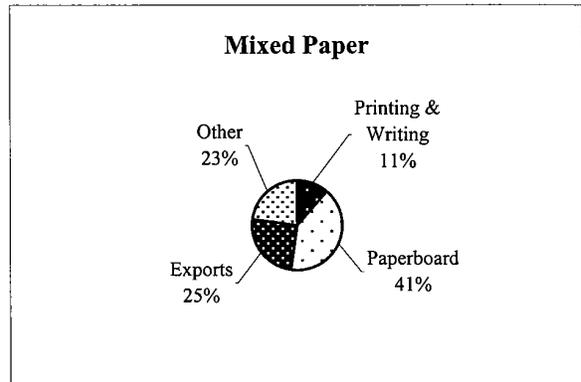
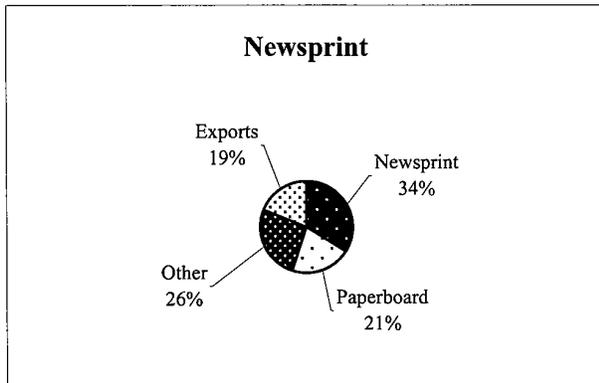
Please place in either the nearby trash can or take home to your household trash, the bag(s) or box in which you transported your recyclable material. Placing these items in an Igloo diminishes your recycling efforts.

Your cooperation in placing only those designated items in the Igloos is greatly appreciated.

Comments or questions can be directed to:

Delaware County Solid Waste Authority  
Rose Tree Park – Hunt Club  
1521 N. Providence Road  
Media, PA 19063  
610-892-9716  
[www.co.delaware.pa.us/recycle](http://www.co.delaware.pa.us/recycle)

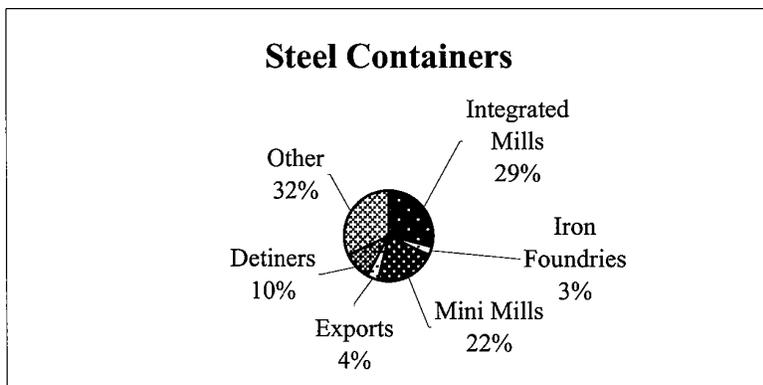
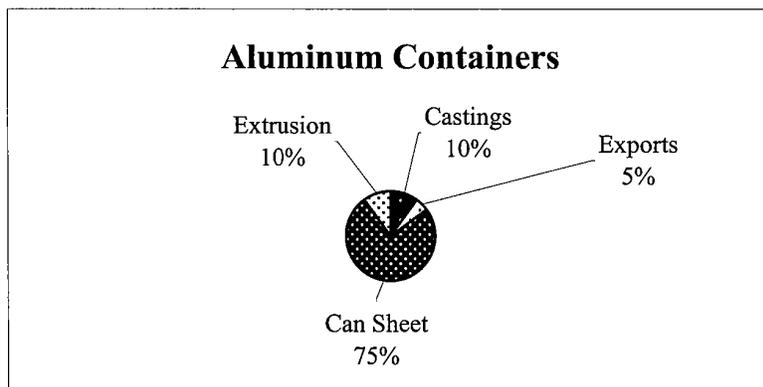
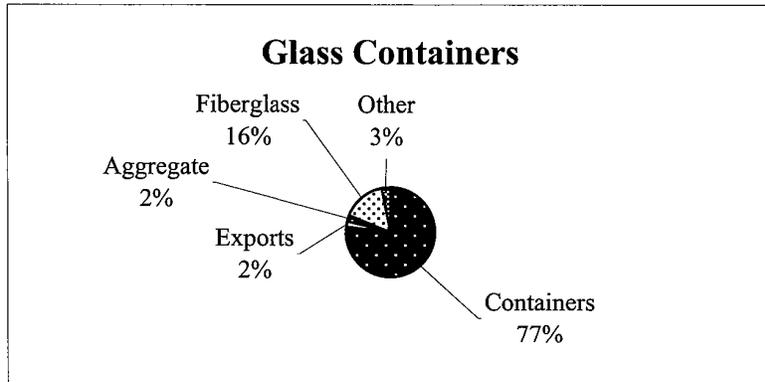
## EXHIBIT 5-B END USE MARKETS RECOVERED PAPER



**SOURCE:**

Characterization of Municipal Solid Waste in the U.S., 1997 Update, USEPA, Prepared by Franklin Associates, May 1998

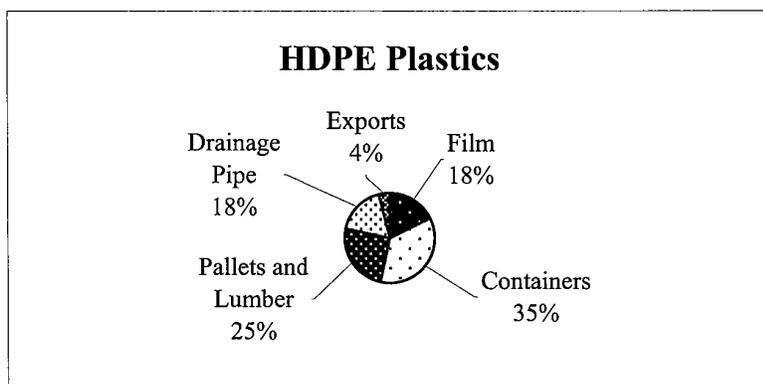
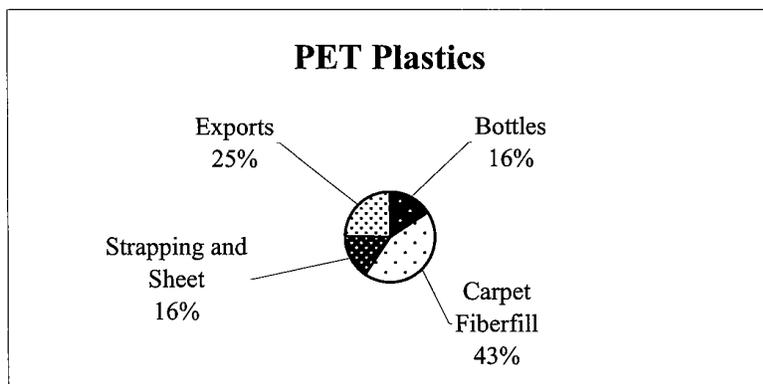
**EXHIBIT 5-B  
END USE MARKETS  
RECOVERED FOOD and BEVERAGE CONTAINERS**



**SOURCE:**

Characterization of Municipal Solid Waste in the U.S., 1997 Update, USEPA, Prepared by Franklin Associates, May 1998

**EXHIBIT 5-B  
END USE MARKETS  
RECOVERED PLASTICS CONTAINERS**



**SOURCE:**

Characterization of Municipal Solid Waste in the U.S., 1997 Update, USEPA, Prepared by Franklin Associates, May 1998

# **APPENDIX A**

## DOCUMENT LIST

The following documents were executed and delivered on April 8, 1997 in connection with the assignment of the Restated Service Agreement, as amended, by Delaware Resource Management, Inc. ("DRMI") to American Ref-Fuel Company of Delaware County, L.P. ("ARC").

1. Assignment and Consent among DRMI, ARC, Westinghouse Electric Corporation ("WEC"), the Delaware County Solid Waste Authority ("DCSWA"), and the County of Delaware, Pennsylvania (the "County").
2. Amended and Restated Guarantee Agreement from WEC for the benefit of the DCSWA, among WEC, DCSWA and the County.
3. 1997 Amendment to Restated Service Agreement among DCSWA, DRMI, ARC, the County and WEC.
4. Side letter regarding approval of waste supplier list between ARC and DCSWA.
5. Consent by the City of Chester, Pennsylvania, and the County to the assignment of the Host Community Agreement between the City of Chester and the County.
6. Second Amendment to Host Agreement among the City of Chester, the County and ARC.
7. Certified copy of County Council Resolution authorizing the execution by the County of the documents.
8. Certified Copy of the DCSWA Board Resolution authorizing DCSWA's execution of the documents.
9. City of Chester Resolution.

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DELAWARE COUNTY  
SOLID WASTE AUTHORITY

ASSIGNMENT AND CONSENT dated as of April 8, 1997, among DELAWARE RESOURCE MANAGEMENT, INC., a Delaware corporation ("DRMI"), AMERICAN REF-FUEL COMPANY OF DELAWARE COUNTY, L.P., a Delaware limited partnership ("ARC"), WESTINGHOUSE ELECTRIC CORPORATION, a Pennsylvania corporation ("WEC"), DELAWARE COUNTY SOLID WASTE AUTHORITY, a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (the "Authority"), and DELAWARE COUNTY, PENNSYLVANIA, a political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania (the "County").

The County and WEC entered into the Restated Service Agreement dated as of December 1, 1988 (the "Service Agreement") pursuant to which WEC agreed to construct and operate the Facility. Concurrently with the execution of the Service Agreement, WEC assigned all its rights and obligations under the Service Agreement to DRMI pursuant to an assignment dated December 1, 1988 and also executed and delivered to the County a guarantee by WEC of all duties and obligations of DRMI under the Service Agreement. Subsequently, by an Assignment and Consent dated as of December 17, 1992 (the "County Assignment"), the County assigned all its rights and obligations under the Service Agreement, as amended, to the Authority, subject to the right of the County to terminate that assignment and reassume the rights and obligations of the Service Agreement, as amended. By a Guarantee Agreement dated as of December 17, 1992, (the "County Guarantee"), the County guaranteed to DRMI the performance of all duties and obligations of the Authority under the Service Agreement, as amended. DRMI now desires to transfer and assign to ARC and ARC desires to assume DRMI's right, title and interest in and to the Service Agreement, as amended, as provided in Paragraph 4 hereof. DRMI also desires to transfer and assign to ARC the County Guarantee. The County and the Authority, in consideration of the execution and delivery by WEC of a guarantee agreement substantially in the form attached hereto as Exhibit 1, dated as of the effective date of the Transaction (defined below) in favor of the Authority, whereby WEC guarantees to the Authority the performance of the duties and obligations of ARC under the Service Agreement, as amended, and other consideration, are willing to consent to the assumption, transfer and assignment of the Service Agreement, as amended, and the County Guarantee.

Accordingly, the parties, intending to be legally bound hereby, agree as follows:

1. **Definitions.** Unless the context shall otherwise require, the capitalized terms used herein shall have the meanings assigned to them in Article I of the Service Agreement, and this Assignment and Consent shall be construed in accordance with the conventions set forth in such Article.

2. Effective Date. Notwithstanding anything to the contrary contained herein, this Assignment and Consent shall become effective only on the Effective Date (the "Effective Date") of the transaction (the "Transaction") whereby ARC, among other things, through the execution of a definitive purchase agreement and other documents and the satisfaction of certain conditions precedent to closing, directly or indirectly acquires DRMI's leasehold interest in the Facility to the extent provided in the Assignment and Assumption Agreement among ARC, DRMI and Fleet Bank, as owner trustee, which shall be sufficient for ARC to perform DRMI's obligations under the Service Agreement on and after the Effective Date. "Effective Date" as used in this Assignment and Consent shall mean the date on which ARC gives written notice to the Authority and the County that the Transaction has been completed; and WEC gives written notice to the Authority and the County that the transaction has been completed and confirms that the Amended and Restated Guarantee Agreement is in full force and effect; and there is delivered to the Authority and the County a duly executed copy of the Amended and Restated Guarantee Agreement and the Amendment to the Service Agreement together with opinions of counsel for ARC in form and substance reasonably satisfactory to the Authority (subject to the kind of customary exceptions and limitations set forth in Exhibit 3) stating that ARC is duly organized and in good standing under its state of organization and has full power and authority to perform its obligations under the Service Agreement; has properly authorized entering into the Service Agreement and that the Service Agreement has become a valid and binding obligation of ARC as of the Effective Date; and that ARC is an affiliate of American Ref-Fuel Company; and an opinion of counsel for WEC in form and substance reasonably satisfactory to the Authority (subject to customary exceptions and limitations) stating that WEC is duly organized and in good standing under its state of organization and has full power and authority to perform its obligations under the Amended and Restated Guarantee Agreement; has properly authorized entering into the Amended and Restated Guarantee Agreement; and that the Amended and Restated Guarantee Agreement has become a valid and binding obligation of WEC as of the Effective Date; provided, however, that the Effective Date must occur on or before December 1, 1997 otherwise this Assignment and Consent and the agreements set forth in Exhibits 1 and 2 shall be null and void.

3. Assignment. For and in consideration of ARC's promises herein and other good and valuable consideration and other property, the receipt of which is hereby acknowledged, DRMI hereby sells, assigns, transfers and sets over to and for the benefit of ARC all estate, right, title and interest of DRMI in, to and under the Service Agreement, and the County Guarantee, for all matters arising on or after the Effective Date, all as though ARC were named therein instead of DRMI.

4. Assumption. ARC hereby agrees to perform all the obligations of DRMI under the Service Agreement that arise on or after the Effective Date, on the terms and conditions set forth therein, and hereby expressly assumes all such obligations.

5. Completed Assignment. DRMI acknowledges, as stated above, that on the Effective Date, it will have received certain consideration in connection with this Assignment and Consent and, accordingly, that at such time the title of ARC will in no way be subject to defeasance or forfeiture by reason of any alleged failure of consideration to be received by DRMI hereunder.

6. Amended and Restated Guarantee Agreement; 1997 Amendment to Restated Service Agreement. As a condition of this Assignment and Consent, the appropriate parties hereto shall enter into the Amended and Restated Guarantee Agreement as set forth in Exhibit 1 hereto, and the 1997 Amendment to the Restated Service Agreement as set forth in Exhibit 2 hereto, such agreements to become effective and legally binding on the parties only upon the occurrence of the Effective Date.

7. Consent to Assignment and Assumption. The County and the Authority each hereby acknowledge, consent to and agree to be bound by the terms of this Assignment and Consent.

8. Notices, etc. All notices and other communications required or permitted by the terms hereof to be given to any Person shall be deemed to have been properly given if given as provided for in Section 9.10 of the Service Agreement; and the address for notices or communications to the parties shall be:

Delaware Resource Management, Inc.  
c/o Westinghouse Electric Corporation  
11 Stanwix Street  
Pittsburgh, PA 15222  
Attention: Office of the General Counsel

Westinghouse Electric Corporation  
11 Stanwix Street  
Pittsburgh, PA 15222  
Attention: Office of the General Counsel

American Ref-Fuel Company of Delaware County, L.P.  
777 North Eldridge Boulevard  
Houston, TX 77079  
Attention: General Counsel

Delaware County Solid Waste Authority  
Rose Tree Park - Hunt Club  
1521 North Providence Road  
Media, PA 19063  
Attention: Chief Executive Officer

with a copy to:

Executive Director  
Delaware County Council  
Government Center Building  
Courthouse  
Media, PA 19063

9. Severability of this Agreement. In case any provision of this Assignment and Consent or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and statements and any other application thereof shall not in any way be affected or impaired thereby.

10. Miscellaneous. This Assignment and Consent shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth, including all matters of construction, validity and performance. This Assignment and Consent shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. The headings in this Assignment and Consent are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. This Assignment and Consent may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Consent to be duly executed by their respective officers or partners thereunto duly authorized as of the day and year first above written.

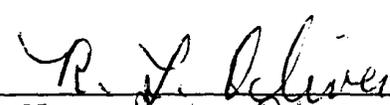
DELAWARE RESOURCE MANAGEMENT, INC.,  
a Delaware corporation

By: 

Name:

Title:

AMERICAN REF-FUEL COMPANY OF  
DELAWARE COUNTY, L.P.,  
a Delaware limited partnership

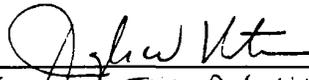
By:  

Name: R. L. Oliver

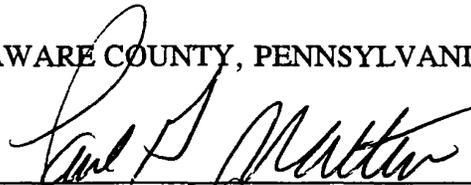
Title: V.P. Business Development

Consented to:

DELAWARE COUNTY SOLID WASTE AUTHORITY

By:   
Name: JOSEPH W. VASTURIA  
Title: CHAIRMAN, D. C. S.W.A.  
Date: April 8, 1997

DELAWARE COUNTY, PENNSYLVANIA

By:   
Name: PAUL G. MATTUS  
Title: CHAIRMAN, COUNTY COUNCIL  
Date: 4/8/97

WESTINGHOUSE ELECTRIC CORPORATION

By:   
Name: Andrew J. Washburn  
Title: Managing Director, Global Capital Markets  
Date: \_\_\_\_\_

AMENDED AND RESTATED GUARANTEE AGREEMENT  
dated as of April   , 1997, from WESTINGHOUSE ELECTRIC  
CORPORATION, a Pennsylvania corporation (the "Guarantor"),  
for the benefit of DELAWARE COUNTY SOLID WASTE  
AUTHORITY, a political subdivision organized and existing under  
the laws of the Commonwealth of Pennsylvania (the "DCSWA").

Pursuant to a certain Assignment and Consent dated as of December 1, 1988 (the "Assignment and Consent"), among Guarantor, Delaware Resource Management, Inc., a Delaware corporation ("DRMI") and Delaware County, Pennsylvania ("County"), Guarantor assigned to DRMI all its right, title and interest in, to and under, and DRMI assumed all the Guarantor's obligations under, the Restated Service Agreement dated as of December 1, 1988 (the "1988 Service Agreement"), between Guarantor and the County. As an inducement to the County to execute the Assignment and Consent, the Guarantor entered into a certain Guarantee Agreement dated as of December 1, 1988 for the benefit of the County ("Guarantee Agreement"). Subsequently, the County and DRMI agreed to certain amendments and modifications to the 1988 Service Agreement which are contained in the 1992 Amendment thereto dated as of December 17, 1992. Pursuant to a certain Assignment and Consent dated as of December 17, 1992 (the "County Assignment and Consent"), among the County, DCSWA and DRMI, the County assigned to DCSWA all of its right, title and interest in, to and under, and DCSWA assumed all of the County's obligations under, the 1988 Service Agreement, as amended. DRMI and DCSWA agreed to certain additional amendments and modifications to the 1988 Service Agreement which are contained in the 1993 Amendment thereto dated as of December 17, 1993 (as amended, the "1993 Restated Service Agreement"). In conjunction with the execution of the 1993 Restated Service Agreement, Guarantor, the DCSWA and the County agreed to certain amendments and modifications to the Guarantee Agreement which are contained in an Amended and Restated Guarantee Agreement dated as of December 17, 1993 (the "1993 Guarantee Agreement"). Pursuant to an Assignment and Consent dated as of April   , 1997 (the "Assignment and Consent"), DRMI assigned all its right, title and interest in and to the 1993 Restated Service Agreement to American Ref-Fuel Company of Delaware County, L.P., a Delaware limited partnership ("ARC"), ARC has assumed all of DRMI's obligations under the 1993 Restated Service Agreement that arise on or after the Effective Date (as defined in the Assignment and Consent) pursuant to such Assignment and Consent, and the County and DCSWA have consented to the assignment by DRMI of all its right, title and interest in, to and under the 1993 Restated Service Agreement to ARC. In conjunction with the execution of the Assignment and Consent, and the execution of an amendment dated as of April   , 1997 to the 1993 Restated Service Agreement (as so amended, the "Restated Service Agreement") the Guarantor, the DCSWA and the County have agreed to certain amendments and modifications to the 1993 Guarantee Agreement which are contained in this Amended and Restated Guarantee Agreement (the "Amended and Restated Guarantee Agreement").

NOW, THEREFORE, intending to be legally bound hereby, the Guarantor covenants and agrees as follows:

1. Definitions. Unless the context shall otherwise require, the capitalized terms used herein shall have the meanings assigned to them in Article I to the Restated Service Agreement, and this Amended and Restated Guarantee Agreement shall be construed in accordance with the conventions set forth in such Article I. For purposes of obligations incurred prior to the Effective Date (as defined in the Assignment and Consent dated as of April 9, 1997 among DRMI, ARC, the DCSWA and the County), "Company" means DRMI and for purposes of obligations incurred on or after the Effective Date, "Company" means ARC.

2. Guarantee. The Guarantor, as primary obligor and not as surety, hereby unconditionally and irrevocably guarantees to the DCSWA, the due, prompt and faithful performance of, payment of and compliance with, all obligations of the Company contained in the Restated Service Agreement, on the terms and conditions set forth therein as amended from time to time in accordance with its terms and Section 10 hereof (such obligations being hereinafter called the "Obligations"). Notwithstanding any other provision of this Amended and Restated Guarantee Agreement to the contrary, the Guarantor shall be entitled to assert any counterclaim, set-off, deduction, diminution, abatement, recoupment, suspension, deferment, reduction or defense available to the Company under the Restated Service Agreement. Except as provided in Section 13(b) below, the total cumulative liability of the Guarantor to the DCSWA under this Amended and Restated Guarantee Agreement arising from or in any way connected with the performance or breach of this Amended and Restated Guarantee Agreement shall in no event exceed the liability of the Company to the DCSWA under the Restated Service Agreement.

This guarantee is a continuing guarantee of payment, performance of and compliance with the Obligations in accordance with their terms and conditions and not of collectibility, is in no way conditioned or contingent upon any attempt to collect from or enforce performance or compliance by the Company, or upon any other event, contingency or circumstance whatsoever. The DCSWA shall not be obliged to take any action against the Company before enforcing this Amended and Restated Guarantee Agreement including without limitation, (i) to make any demand of the Company, (ii) to take proceedings or obtain judgment against the Company in any court, (iii) to make or file any claim in a bankruptcy or liquidation of the Company, or (iv) to enforce any other security to which the DCSWA may be entitled in respect of the Obligations.

If for any reason the Company shall fail or be unable duly, punctually and fully to pay any Obligation as and when the same shall become due and payable, or to perform or comply with any Obligation, the Guarantor will immediately pay or cause to be paid such Obligation to the DCSWA under the terms of the Restated Service Agreement together with interest on any amount due and owing from the Company at the rate specified in Section 9.21 of the Restated Service Agreement as applicable to overdue payments, from the date the same shall have become due and payable to the date of payment, or perform or comply with any such Obligation, or cause the same to be performed or complied with. The promise to perform herein includes all Obligations

whether now or hereafter incurred whether direct, indirect or contingent, and whether otherwise guaranteed or secured.

The guarantee herein remains fully enforceable irrespective of any accord and satisfaction between the Company and the DCSWA.

3. Waiver and Agreement. The Guarantor hereby expressly waives:

(a) Any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by the DCSWA upon this Amended and Restated Guarantee Agreement or acceptance of this Amended and Restated Guarantee Agreement, and the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Amended and Restated Guarantee Agreement; and

(b) Notice of and any defense based upon (i) any renewals or extensions of time for payment or performance of the Obligations, any changes in the terms of the Obligations, or any other changes in the guaranteed payment and performance, or (ii) surrender, release, exchange, substitution, dealing with or taking any collateral or abstaining from taking advantage of or realizing upon any security interest or other guarantee.

The Guarantor agrees that this Amended and Restated Guarantee Agreement shall continue to be effective or shall be automatically reinstated, as the case may be, if and to the extent that for any reason any payment by or on behalf of the Company is rescinded or must be otherwise restored by the Company.

No delay on the part of the DCSWA in exercising any right hereunder or any failure to exercise the same shall operate as a waiver of such right.

4. Subrogation. The Guarantor agrees that unless and until all the Obligations of the Company under the Restated Service Agreement for which payment is due and owing and which has been requested under this Amended and Restated Guarantee Agreement have been paid, discharged, performed or satisfied in full, the Guarantor will not exercise or take the benefit of any rights of subrogation or indemnity or by any means or on any ground claim any set-off or counterclaim against the Company or prove a claim in competition with the DCSWA in respect of any payment or performance of the Obligations by the Guarantor under this Amended and Restated Guarantee Agreement and that the Guarantor will not be entitled in competition with the DCSWA to claim or have the benefit of any other guarantee or any security held by the Company; and provided that until all of the Obligations of the Company under the Restated Service Agreement have been paid, discharged, performed or satisfied in full all claims, counterclaims or setoffs of the Guarantor against the Company will be subordinated in right of payment to claims of the DCSWA regardless of where such claims arise. Guarantor further agrees to take no action pursuant to its subrogation rights which would cause the Company to default in its obligations to others.

5. Guarantor Representations and Warranties. The Guarantor represents and warrants as follows:

(a) under the laws of the Commonwealth of Pennsylvania, Guarantor has the necessary rights, capabilities, power and authority to enter into and perform its Obligations under this Amended and Restated Guarantee Agreement, and

(b) the Guarantor has adequate means to obtain from the Company information concerning the Company's financial condition and capability of performing the Obligations and the Guarantor is not relying and will not rely on the DCSWA to provide such information either now or in the future.

6. Third Party Rights. This Amended and Restated Guarantee Agreement is made for the benefit of, and shall be enforceable by, the DCSWA and the County. This Amended and Restated Guarantee Agreement shall not be construed to create any right in any Person other than the DCSWA and the County or to be a contract in whole or in part for the benefit of any Person other than the DCSWA and the County.

7. Remedies. All rights and remedies of the DCSWA hereunder shall be cumulative and may be exercised singly or concurrently. The Guarantor waives presentment, demand, protest, notice of protest, notice of dishonor, notices of default and all other notices of any type now or hereafter provided by agreement, statute or rule of law. The Guarantor shall not be released from the terms of this Amended and Restated Guarantee Agreement by any act or thing which might, but for this provision, be deemed a legal or equitable discharge of a surety or by reason of any waiver, extension, modification, forbearance, delay or other act or omission of the DCSWA.

Notwithstanding any other provision to the contrary, the DCSWA agrees that it will give a copy of any notice given to the Company under the Restated Service Agreement to Guarantor.

8. Amendment of Guarantee. No term or provision of this Amended and Restated Guarantee Agreement shall be amended, modified, altered, waived, supplemented or terminated except in a writing signed by the DCSWA and the Guarantor.

9. Term of Amended and Restated Guarantee Agreement. This Amended and Restated Guarantee Agreement and all guarantees, covenants and agreements of the Guarantor contained herein shall continue in full force and effect and shall not be discharged until such time as all the Obligations shall be paid and performed in full notwithstanding any liquidation, composition, insolvency or other incapacity or any alteration in the corporate or politic existence of the Company or Guarantor.

10. Notices, etc. All notices and other communications required or permitted by the terms hereof to be given to any Person shall be deemed to have been properly given if given as

provided for in Section 9.10 of the Restated Service Agreement; and the address for notices or communications to the DCSWA hereunder or thereunder shall hereafter be:

Delaware County Solid Waste Authority  
Rose Tree Park-Hunt Club  
1521 North Providence Road  
Media, Pennsylvania 19063  
Attention: Chief Executive Officer

with a copy to:

Executive Director  
Delaware County Council  
Government Center Building  
Courthouse  
Media, Pennsylvania 19063

and the address for notices or communications to ARC hereunder or thereunder shall hereafter be:

American Ref-Fuel Company of Delaware County, L.P.  
777 North Eldridge Boulevard  
Houston, TX 77079  
Attention: General Counsel

and the address for notices or communications to the Guarantor hereunder or thereunder shall hereafter be:

Westinghouse Electric Corporation  
11 Stanwix Street  
Pittsburgh, Pennsylvania 15222  
Attention: Office of the General Counsel

and the address for notices or communications to DRMI hereunder or thereunder shall hereafter be:

Delaware Resource Management, Inc.  
c/o Westinghouse Electric Corporation  
11 Stanwix Street  
Pittsburgh, Pennsylvania 15222  
Attention: Office of the General Counsel

In addition, the DCSWA and the Company shall provide notice to the Guarantor of all proposed amendments and modifications to the Restated Service Agreement, and no amendments

or modifications shall be binding upon the Guarantor unless approved in writing by the Guarantor prior to adoption by the Company.

11. Severability of this Amended and Restated Guarantee Agreement. In case any provisions of this Amended and Restated Guarantee Agreement or any application thereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and statements and any other application thereof shall not in any way be affected or impaired thereby.

12. Further Assurances. The Guarantor hereby agrees to execute and deliver all such instruments and take all such action as the DCSWA may from time to time reasonably request in order to fully effectuate the purposes of this Amended and Restated Guarantee Agreement.

13. Liability.

(a) The Guarantor's liability under this Amended and Restated Guarantee Agreement shall not be impaired, affected or discharged:

(i) by reason of any time or other indulgence granted by the DCSWA to the Company or any forbearance (whether as to payment, time, performance or otherwise howsoever) which might but for this provision have any such effect;

(ii) by reason of any modification or variation in the terms or conditions of the Obligations or any waiver or release under the Restated Service Agreement; or

(iii) by reason of any irregularity in the execution of any agreements executed in connection with the financing and construction of the Facility, as defined in the Restated Service Agreement, by the Company or any deficiency in the power of the Company to undertake the Obligations.

(b) The Guarantor will reimburse the DCSWA on demand any reasonable costs and expenses whatsoever incurred by the DCSWA, including but not limited to attorney's fees and expenses, in the enforcement of any final, non-appealable award in arbitration or judgment for the alleged nonperformance by the Company of any Obligation which is obtained by the DCSWA against the Company or Guarantor, or the DCSWA's representation or participation in proceedings for the reorganization of the Company.

(c) It is understood and agreed to by the DCSWA that nothing contained herein shall create any obligation of or right to look to any director, officer or employee of the Guarantor or to any stockholder of the Guarantor or of any affiliate of the Guarantor for the satisfaction of the Obligations of the Guarantor under this Amended and Restated Guarantee Agreement and that no judgment, order or execution entered in any suit, action or proceeding, whether legal or equitable, with respect to or in connection with this Amended and Restated Guarantee Agreement

shall be taken against any director, officer or employee of the Guarantor or of any affiliate of the Guarantor or to any stockholder of the Guarantor or of any affiliate of the Guarantor for the purpose of obtaining satisfaction and payment of any claim arising under or in connection with this Amended and Restated Guarantee Agreement.

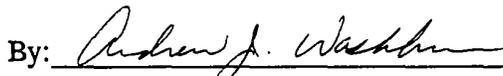
14. Miscellaneous. This Amended and Restated Guarantee Agreement shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth, including all matters of construction, validity and performance. This Amended and Restated Guarantee Agreement shall be binding upon, inure to the benefit of and be enforceable by the successors and assigns of the DCSWA. This Amended and Restated Guarantee Agreement embodies the entire agreement and understanding between the Guarantor and DCSWA and supersedes all prior agreements and understandings relating to the subject matter hereof including without limitation, the 1993 Guarantee Agreement. The headings in this Amended and Restated Guarantee Agreement are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof.

IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Guarantee Agreement to be executed as of the day and year first above written.

WITNESS:

WESTINGHOUSE ELECTRIC CORPORATION

  
Name:  
Title:

By:   
Name: Andrew J. Washburn  
Title: Managing Director  
Global Capital Markets

Accepted and agreed to this  
8<sup>th</sup> day of April, 1997.

DELAWARE COUNTY SOLID WASTE AUTHORITY

By:   
Name:  
Title:

Approved as Guarantor of Delaware County Solid Waste Authority:

DELAWARE COUNTY, PENNSYLVANIA

By:   
Name: PAUL G. MATTUS  
Title: CHAIRMAN, COUNTY COUNCIL

**1997 AMENDMENT TO  
RESTATED SERVICE AGREEMENT  
BETWEEN  
DELAWARE COUNTY SOLID WASTE AUTHORITY  
AND  
DELAWARE RESOURCE MANAGEMENT, INC.**

This Amendment ("1997 Amendment"), dated as of April 8, 1997, to the Restated Service Agreement between the Delaware County Solid Waste Authority ("Authority") and Delaware Resource Management, Inc., a Delaware corporation ("DRMI"), among those parties as well as Westinghouse Electric Corporation, a Pennsylvania corporation ("WEC") and American Ref-Fuel Company of Delaware County, L.P., a Delaware limited partnership ("American Ref-Fuel").

WHEREAS, Delaware County ("County") and WEC entered into a Restated Service Agreement, dated as of December 1, 1988, which was subsequently amended twice (the Restated Service Agreement and such amendments are hereinafter collectively referred to as the "Agreement");

WHEREAS, WEC assigned the Agreement to DRMI on December 1, 1988 and concurrently delivered a guarantee by WEC (the "WEC Guarantee") of all DRMI's duties and obligations under the Agreement;

WHEREAS, the County assigned the Agreement to the Authority pursuant to the Assignment and Consent dated as of September 17, 1992 (the "Consent") and concurrently delivered a guarantee by the County;

WHEREAS, Section 9.02 of the Agreement requires the Authority's consent to an assignment by DRMI to American Ref-Fuel of DRMI's rights and obligations under the Agreement;

WHEREAS, paragraph 8 of the Consent requires County consent to amendments of the Agreement;

WHEREAS, Section 10 of the WEC Guarantee requires the consent of WEC to amendments to the Agreement as a condition to such amendments being binding on WEC;

WHEREAS, Section 9.12 of the Agreement generally requires any modifications of the Agreement to be in writing, signed by both parties;

WHEREAS, DRMI desires to assign the Agreement to American Ref-Fuel and American Ref-Fuel desires to assume certain of DRMI's rights and obligations, as modified by this Amendment; and

WHEREAS, the County and the Authority are willing to consent to such assignment, modifications and assumption, and have executed an Assignment and Consent dated as of April 8, 1997 (the "Assignment and Consent").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the parties hereby agree as set forth herein. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. This 1997 Amendment shall be effective on the Effective Date as defined in paragraph 2 of the Assignment and Consent.
2. The Authority hereby consents to the assignment to American Ref-fuel of all DRMI's rights and obligations under the Agreement that arise on or after the Effective Date, and American Ref-Fuel hereby agrees to assume all such rights and obligations as modified by the terms of this 1997 Amendment.
3. The terms and conditions of this 1997 Amendment supersede any terms and conditions of the Agreement with respect to the Sections and subsections referenced herein.
4. The definition of "Company" in Article I of the Agreement for purposes of the rights under and obligations incurred prior to the Effective Date shall mean Delaware Resource Management, Inc., a Delaware corporation, and for purposes of the rights under and obligations incurred on or after the Effective Date shall mean "American Ref-Fuel Company of Delaware County, L.P., a Delaware limited partnership."
5. The definition of "Bonds" in Article I of the Agreement is deleted in its entirety and replaced with the following:

"**Bonds**" means (i) the bonds and indebtedness described in Section 3.05 and (ii) any refunding bonds issued from time to time in respect thereof or in respect of such refunding bonds, including, without limitation, the Refunding Revenue Bonds, Series A 1997 (Resource Recovery Facility), of the Delaware County Industrial Development Authority; provided, however, in no event shall the amount used for Bonds in any calculation in this Agreement exceed the amount for Bonds that would have been used in such calculation had the Series 1988 A Bonds of the Delaware County Industrial Development Authority not been refunded; and provided

further that any reference in the Agreement to the "original Bonds" or the "original amount of the Bonds" or similar language shall mean the Series 1988 A Bonds of the Delaware County Industrial Development Authority. "Bonds" shall not include indebtedness incurred to finance the Equity Capital.

6. For purposes solely of the approval referenced in the definition of "Indenture" in the Agreement, the Authority hereby approves the refinancing being entered into by American Ref-Fuel in connection with its acquisition of the Facility from affiliates of WEC (including, without limitation, the execution of a new Indenture and the confirmation of the collateral assignment of the Agreement); provided, however, that such refinancing shall not adversely affect the Authority's rights or obligations under the Agreement or the County's rights or obligations under its guarantee thereof.

7. Section 4.05(c) of the Agreement is hereby amended by making the existing text thereof Section 4.05(c)(i) and adding thereto the following:

- (ii) The DCSWA agrees to approve or disapprove in accordance with the provisions of Section 4.05(c)(iii) below Persons and/or sources of waste ("Waste Suppliers") for the Facility under Section 4.05(c)(i) within one calendar week after its receipt of the Company's request therefor and receipt of a completed Waste Hauler Approval Form in the form of Schedule 31. If the DCSWA fails to respond within such one calendar week period and such failure is not caused by failure of the Waste Supplier and the Company to respond to information requests of the DCSWA reasonably related to the criteria in Section 4.05(c)(iii) below, which requests the DCSWA agrees to make to the Company as well as to the Waste Supplier, then the Waste Supplier shall be deemed conditionally approved until the DCSWA does respond. The DCSWA always shall have the right to disapprove Waste Suppliers pursuant to Section 4.05(c)(iii) below. Approvals or disapprovals shall not alter or affect any other obligations of the parties under this Agreement.
- (iii) The DCSWA may disapprove proposed and previously approved Waste Suppliers for the Facility only in the following circumstances:
  - (a) The Waste Supplier has within the last three years failed, or after being approved pursuant to Section 4.05(c)(ii) does fail, in either case on three or more occasions, to observe and comply with the designated truck routes prescribed by this Agreement and the host community agreement with the City of Chester, as applicable, for delivery of waste to the Facility;

- (b) The Waste Supplier has within the last three years delivered, or after being approved pursuant to Section 4.05(c)(ii) does deliver, in either case to the Facility on three or more occasions, (1) any waste other than Acceptable Waste or (2) any waste which causes the Process Residue to be materially more dangerous to the environment or to persons who may come in contact therewith; *provided, however*, that this Section 4.05(c)(iii)(b)(2) shall not limit the provisions of this Agreement relating to the required quality of Process Residue;
  - (c) The Waste Supplier has within the last three years violated, or after being approved pursuant to Section 4.05(c)(ii) does violate, a material environmental or safety law, or has within the last three years violated, or after being approved pursuant to Section 4.05(c)(ii) does violate, in either case on three or more occasions, any law applicable in Delaware County in connection with supplying waste to the Facility;
  - (d) The Waste Supplier, within the last three years, has been banned from the waste industry in any state;
  - (e) The waste does not substantially conform to the information on the Waste Hauler Approval Form or based on available information is not Acceptable Waste or is likely to violate Section 4.05(c)(iii)(b)(2) above;
  - (f) The Waste Supplier is more than 90 days in arrears to the DCSWA and is not challenging the debt in good faith by appropriate proceedings; or
  - (g) Such other circumstances as the parties may agree in good faith should be grounds for disapproval from time to time.
- (iv) The Company agrees to deal exclusively with the DCSWA with respect to waste originating in Delaware County. In furtherance thereof, unless otherwise agreed, the Company shall reject at the Facility any load which the DCSWA reasonably claims, or the Company through normal inspection procedures discovers, contains more than an immaterial amount of waste originating in Delaware County, if not received from or on behalf of the DCSWA.
  - (v) Any dispute arising under this Section 4.05(c) shall be resolved pursuant to and in accordance with the provisions of Section 9.03(g) of this Agreement.

8. Section 9.10 of the Agreement is hereby modified to substitute the following ARC addresses:

If By Hand:

American Ref-Fuel Company of Delaware County, L.P.  
777 North Eldridge Boulevard  
Houston, Texas 77079  
Attention: General Counsel

If By Mail:

American Ref-Fuel Company of Delaware County, L.P.  
P.O. Box 3151  
Houston, Texas 77253  
Attention: General Counsel

and to substitute the following DRMI address:

Delaware Resource Management, Inc.  
c/o Westinghouse Electric Corporation  
11 Stanwix Street  
Pittsburgh, PA 16222  
Attention: Office of the General Counsel

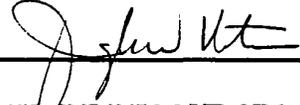
9. The County hereby consents to the provisions of this 1997 Amendment and to the Authority's execution of this 1997 Amendment.

10. Westinghouse Electric Corporation hereby consents to the provisions of this 1997 Amendment.

11. This 1997 Amendment may be executed in more than one counterpart. Each counterpart shall be deemed an original, and all counterparts shall be deemed the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this 1997 Amendment to the Service Agreement to be executed by their duly authorized representatives as of the day and year first above written.

DELAWARE COUNTY SOLID WASTE AUTHORITY

BY:  \_\_\_\_\_

DELAWARE RESOURCE MANAGEMENT, INC.

BY:  \_\_\_\_\_

AMERICAN REF-FUEL COMPANY OF DELAWARE COUNTY, L.P.

AS BY: R. F. Oliver  
V.P. Business Development

CONSENTED TO:

DELAWARE COUNTY, PENNSYLVANIA

BY: Paul G. Mattus  
PAUL G. MATTUS CHAIRMAN, COUNTY COUNCIL

WESTINGHOUSE ELECTRIC CORPORATION

BY: Andrew J. Washburn  
Andrew J. Washburn  
Managing Director, Global Capital Markets

**American Ref Fuel Company of Delaware County L.P.  
TransRiver Marketing Company L.P.  
Waste Hauler Approval Form**

**Section 1: Hauler Information (must be complete)**

Company: \_\_\_\_\_ Service Area: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_

The Company may be contacted by representatives of the Delaware County Solid Waste Authority to verify this information. The Company agrees to cooperate with such verification.

**Section 2: Waste Sources (check as many as apply)**

Residential <input type="checkbox"/>	Institutional <input type="checkbox"/>	Other Solid Waste: Residual <input type="checkbox"/>	Form R & U
Office <input type="checkbox"/>	Construction Debris <input type="checkbox"/>	Municipal Like <input type="checkbox"/>	Form S
Commercial <input type="checkbox"/>	Other <input type="checkbox"/>	<i>For Forms R &amp; U Waste hauler approval attach PADEP documentation</i>	

**Section 3: Contract Waste includes (check as many as apply)**

	Yes	No	% by Weight		Yes	No	% by Weight		Yes	No	% by Weight
Garbage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Paper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tree Limbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Household Furn.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rail Road Ties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rubbish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Household Appl.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Logs (less than 6" dia)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refuse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Automobile Tires	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Branches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cardboard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Leaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plastics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lumber	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yard & Garden Waste	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Section 4: Other Waste**

Does the Contract Waste include any of the following: (check as many as apply)

	Yes	No		Yes	No		Yes	No
Hazardous Waste	<input type="checkbox"/>	<input type="checkbox"/>	Cesspool Waste	<input type="checkbox"/>	<input type="checkbox"/>	Auto Engines	<input type="checkbox"/>	<input type="checkbox"/>
Explosives	<input type="checkbox"/>	<input type="checkbox"/>	Human Waste	<input type="checkbox"/>	<input type="checkbox"/>	Wire & Cable	<input type="checkbox"/>	<input type="checkbox"/>
Pathological Waste	<input type="checkbox"/>	<input type="checkbox"/>	Human Remains	<input type="checkbox"/>	<input type="checkbox"/>	Agricultural Equip..	<input type="checkbox"/>	<input type="checkbox"/>
Biological Waste	<input type="checkbox"/>	<input type="checkbox"/>	Offal	<input type="checkbox"/>	<input type="checkbox"/>	Marine Vessels	<input type="checkbox"/>	<input type="checkbox"/>
Radioactive Material	<input type="checkbox"/>	<input type="checkbox"/>	Motor Vehicles	<input type="checkbox"/>	<input type="checkbox"/>	Liquid Wastes	<input type="checkbox"/>	<input type="checkbox"/>
Ashes	<input type="checkbox"/>	<input type="checkbox"/>	Transmissions	<input type="checkbox"/>	<input type="checkbox"/>	Non Combustible C & D	<input type="checkbox"/>	<input type="checkbox"/>
Foundry Sand	<input type="checkbox"/>	<input type="checkbox"/>	Auto Bodies	<input type="checkbox"/>	<input type="checkbox"/>	Substantial Rock	<input type="checkbox"/>	<input type="checkbox"/>
Sludge	<input type="checkbox"/>	<input type="checkbox"/>	Lead Acid Batteries	<input type="checkbox"/>	<input type="checkbox"/>	Earthen Materials	<input type="checkbox"/>	<input type="checkbox"/>
			Animal Remains	<input type="checkbox"/>	<input type="checkbox"/>			

**Hazardous Waste:** Materials, substances or wastes, which by reason of its composition or characteristic is:  
 (a) toxic or hazardous as designated or identified in either the Solid Waste Disposal Act, or in the Pennsylvania Solid Waste Management Act, or  
 (b) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954,  
 may not be disposed of at this Facility.

**Section 5: Certification**

I certify that to the best of my knowledge, the above is a true and complete characterization of the waste materials to be disposed of under the term of this agreement. To the best of my knowledge the Company has not been banned from the waste industry in any state nor is the Company in violation of a material environmental or safety law nor within the last three years has the Company been in violation of any such law.

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_

**Section 6: DC8WA Approval**

Approved  Disapproved

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

April 8, 1997

American Ref-Fuel Company  
of Delaware County, L.P.  
777 North Eldridge  
Houston, Texas 77079  
Attn: David N. Gutacker

RE: **Approved Waste Haulers**

Gentlemen:

The Delaware County Solid Waste Authority (the "DCSWA") hereby approves in accordance with Section 4.05(c) of the Restated Service Agreement dated December 1, 1988, originally by and between Westinghouse Electric Corporation ("WEC") and Delaware County, as amended and assigned (the "Service Agreement"), the waste suppliers for the Facility set forth on Exhibit A attached hereto. The DCSWA agrees it will subsequently disapprove such waste suppliers only in accordance with the provisions of Section 4.05(c)(iii).

American Ref-Fuel Company of Delaware County, L.P. ("ARC") agrees to complete a Waste Hauler Approval Form in the form of Schedule 31 to the Service Agreement for each waste supplier set forth on Exhibit A hereto and submit the same to the DCSWA within 60 days after the date of closing of the acquisition by ARC of the Facility from affiliates of WEC.

Capitalized terms used but not defined in this letter shall have the meanings ascribed to such terms in the Service Agreement.

Sincerely,

THE DELAWARE COUNTY  
SOLID WASTE AUTHORITY

By: Joseph W. Vastuni  
Name: Joseph W. Vastuni  
Title: Chairman & C.E.O.

ACCEPTED AND AGREED TO:

BIS  
AMERICAN REF-FUEL COMPANY  
OF DELAWARE COUNTY, L.P.

By: R. L. Oliver  
Name: R. L. Oliver  
Title: V.P. Business Development

## **EXHIBIT A**

### **Customer List**

The *Approved Waste Haulers Customer List* generated by American Ref-Fuel Company of Delaware County, L.P., attached with their letter dated April 8, 1997 contains "Confidential Information and Trade Secrets". Therefore, it is not enclosed within this Plan. This list is securely kept at the Delaware County Solid Waste Authority's main office, which is located at:

Rose Tree Park – Hunt Club  
1521 N. Providence Road  
Media, PA 19063

**CONSENT BY THE CITY OF CHESTER, PENNSYLVANIA (THE "CITY")  
AND THE COUNTY OF DELAWARE, PENNSYLVANIA (THE "COUNTY")  
TO THE ASSIGNMENT OF THE HOST COMMUNITY AGREEMENT**

For and in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the City and the County hereby agree as follows:

1. The City and the County hereby irrevocably consent to the assignment by Westinghouse Electric Corporation, a Pennsylvania corporation ("WEC") and Delaware Resource Management, Inc., a Delaware corporation ("DRMI") and Waste Resource Energy, Inc., a Delaware corporation to American Ref-Fuel Company of Delaware County, L.P., a Delaware limited partnership ("ARC") of all of their respective rights and interest in, and the delegation of all of their respective duties under, the Agreement dated January 30, 1989 (as amended by the First Amendment to a Host Community Agreement, executed in June, 1993) among the City, the County and DRMI (as assignee of WEC) (the "Host Community Agreement") in connection with the transaction (the "Transaction") whereby ARC among other things, directly or indirectly acquires all or any part of DRMI's leasehold interest in the resource recovery facility (the "Facility") located in Chester, Pennsylvania. In the event the Transaction is not consummated, this Consent shall have no force or effect. The Consent and Agreement, dated as of July 1, 1991, executed by the City in connection with the financing of the Facility also continues to be in full force and effect.

2. The City hereby represents and warrants that it has all necessary power and authority to execute and deliver this Consent; the execution and delivery by the City of this Consent has been duly authorized by all necessary action of the City and this Consent has been duly and validly executed and delivered by the City; and, this Consent is legal, valid and binding, enforceable against the City in accordance with its terms.

3. The County hereby represents and warrants that is has all necessary power and authority to execute and deliver this Consent; the execution and delivery by the County of this Consent has been duly authorized by all necessary action of the County and this Consent has been duly and validly executed and delivered by the County; and this Consent is legal, valid and binding, enforceable against the County in accordance with its terms.

4. Each of the City and the County hereby ratify the Host Community Agreement, as amended by the First Amendment, and as further amended, effective on the date the Transaction is consummated, by that certain Second Amendment to Host Community Agreement dated as of \_\_\_\_\_, 1997, and confirm that such Agreement, as so amended, is in full force and effect. The parties agree that the Second Amendment is not effective unless and until the Transaction is consummated.

5. The City hereby agrees to look solely to ARC and not to DRMI, WEC or Waste Resource Energy, Inc. (a subsidiary of WEC which is the current operator), for the performance of all duties and obligations under the Host Community Agreement that mature, accrue or otherwise arise on or after the date the Transaction is consummated. ARC shall have no liability or responsibility whatsoever for any liability or obligation under the Host Community Agreement that matures, accrues, or otherwise arises prior to the date the Transaction is consummated.

6. This Consent shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

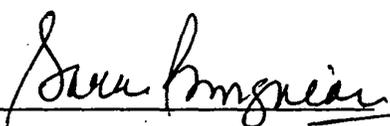
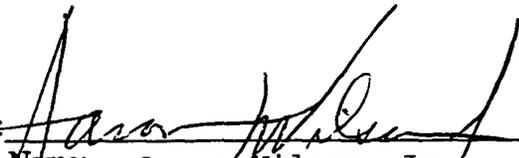
7. Each of the City and the County agree that in connection with the refinancing of the debt obligation relating to the Facility, including the financing of the Transaction, they will cooperate with the reasonable requests of the lender(s)/lessor. Each of the City and the County hereby consent to the collateral assignment of the Host Community Agreement as security for such financing or refinancing.

8. Each of the City and the County shall execute such further documents and take such further actions as may be necessary or desirable to fully effectuate the provisions set forth herein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Consent to be duly executed and delivered by its authorized signatory as of the date(s) set forth below.

ATTEST:

THE CITY OF CHESTER, PENNSYLVANIA

  
By:   
Name: Aaron Wilson, Jr.  
Title: Mayor  
Date: 2/27/97

[continued on next page]

ATTEST:

COUNTY OF DELAWARE, PENNSYLVANIA

*Joyce L. Lamont*  
County Clerk

By:

*Paul G. Mattus*  
Name: PAUL G. MATTUS

Title: Chairman

Date: 3-17-97

## SECOND AMENDMENT TO HOST COMMUNITY AGREEMENT

This Second Amendment to Host Community Agreement (this "*Second Amendment*") is entered into as of MARCH 11, 1997, by and among the City of Chester, a duly incorporated Third Class City pursuant to the laws of the Commonwealth of Pennsylvania, with offices situated at Fifth and Welsh Streets, Chester, Delaware County, Pennsylvania (the "*City*"), the County of Delaware, a duly incorporated county pursuant to the laws of the Commonwealth of Pennsylvania, with offices situated at the Delaware County Court House, Government Center Building, Media, Delaware County, Pennsylvania (the "*County*"), and American Ref-Fuel Company of Delaware County, L.P., a Delaware limited partnership, with offices situated at the Facility (hereinafter defined) ("*ARC*").

### Recitals

- A. The City, the County and Westinghouse Electric Corporation ("*WEC*") have entered into that certain Agreement dated January 30, 1989, which agreement has been amended by the same parties pursuant to that certain First Amendment to a Host Community Agreement dated June, 1993 (as amended, the "*Host Agreement*").
- B. Pursuant to an assignment dated as of July 1, 1993, WEC assigned its rights and delegated its duties under the Host Community Agreement to Delaware Resource Management, Inc. ("*DRMI*").
- C. ARC (and its affiliates) have entered into a letter of intent with WEC (and its affiliates), pursuant to which, among other things, ARC (and its affiliates) have expressed their intent to purchase, and WEC (and its affiliates) have expressed their intent to sell, the assets comprising the Delaware County resource recovery facility (the "*Facility*"). The transaction described in the immediately preceding sentence is called the "*Transaction*". As part of the Transaction, ARC will accept an assignment of DRMI's rights, and a delegation of DRMI's obligations, under the Host Agreement.
- D. DRMI and ARC are seeking the City's consent to the Transaction.
- E. Subject to completing the Transaction and to obtaining the City's consent thereto, the City, the County and ARC wish to modify the Host Agreement in accordance with the provisions of this Second Amendment.

### Agreement

NOW, THEREFORE, for and in consideration of certain of the actions and events described in the Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, the County and ARC hereby agree to modify the Host Agreement, subject only to the matters described in the Recitals, as follows:

1. Prepayment of Host Fees. Within five business days after the closing of the Transaction, ARC shall prepay to the City \$1,000,000 of the host fees described in Paragraph 6 (as escalated by Paragraph 7) of the Host Agreement. ARC then shall be entitled to a credit

against future payment of such host fees, which credit ARC may take only after it has paid the City \$2,400,000 in cash for host fees becoming due in the applicable fiscal year of ARC. After such \$2,400,000 threshold has been met, and to the extent of the prepayment amount, all additional host fees becoming due during the applicable fiscal year of ARC may be paid by applying such credit.

2. Chester Internship Program. The text of Paragraph 13c of the Host Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

- c. ARC shall create at least two internship positions at the Facility to be filled exclusively by residents of the City. The training provided to the interns will focus on job skill development for operating, maintenance, administrative, or professional positions, as the needs of the Facility dictate. As regular entry level positions become available at the Facility, qualified trainees from the internship program will be given first consideration.

3. General Industrial Development. ARC shall provide up to \$125,000 in funding during the five year period following the date of closing of the Transaction to promote general industrial business development within the City. These funds shall be used for printing promotional materials, conducting feasibility studies, hiring consulting services, and similar activities, as recommended by the City and approved by ARC. ARC shall exercise such approval right reasonably. Additionally, ARC shall offer utility services such as steam, hot water, chilled water, and electrical power at competitive prices to industry, where such service is technically and financially feasible and permitted under prevailing law, regulation, and prior contractual commitment. The City agrees to promote ARC's utility services to industrial consumers in the City.

4. Alternative Waste Delivery Methods. Within twelve months of the closing of the Transaction, ARC shall cause to be performed a detailed transportation study to investigate alternative methods, such as barge or rail, for delivering waste to the Facility. One goal of such study will be to mitigate the impact that waste delivery vehicles have on the City. The estimated cost of such study is approximately \$150,000. If the study proves barge or rail deliveries are economically viable, then ARC shall reasonably pursue the permit modifications necessary to allow deliveries of waste by such means. The City agrees to support ARC's permitting efforts in this regard. For the construction of the infrastructure necessary to implement alternative waste delivery methods, ARC and the City shall cooperate to obtain any and all incentives offered by governmental agencies, such as tax exempt financing through industrial development agencies, property tax exemptions or abatements, grant money and other available incentives.

5. Community Involvement. ARC shall make its employees available to serve on advisory boards and meet with community and industry leaders, as reasonably requested by the City. Additionally, ARC shall reasonably cooperate with the City to establish programs to serve the community, such as citizen advisory boards, hot lines for community calls, facility tours to familiarize citizens with plant operations and sponsorship of youth sport programs.

6. Indemnity. In Paragraph 11 of the Host Agreement and in Appendix "C" thereto, all references to Delaware Resource Management, Inc., DRMI, Waste Resource Energy, Inc., and their respective subcontractors, agents, and employees are hereby deleted. References to the Company in such paragraphs (and throughout the Host Agreement) shall be construed as references to ARC.

7. Financing. The provisions of Paragraph 15 of the Host Agreement shall be construed to include (and be for the benefit of) lenders participating in the refinancing of the original debt in connection with the Transaction, and those participating in subsequent refinancings.

8. Continuity. Except as amended by this Second Amendment, the Host Agreement shall remain in full force and effect, and the City, the County and ARC hereby ratify and confirm the Host Agreement, as so amended.

CITY OF CHESTER  
DELAWARE COUNTY, PENNSYLVANIA

By: [Signature]  
Mayor Aaron Wilson, Jr.

ATTEST:

[Signature]  
City Clerk

COUNTY OF DELAWARE, PENNSYLVANIA

By: [Signature]  
Name: PAUL G. MATTUS  
Title: Chairman

ATTEST:

[Signature]  
County Clerk

AMERICAN REF-FUEL COMPANY  
OF DELAWARE COUNTY, L.P.

By: [Signature]  
Name: R. L. Oliver  
Title: VP Business Development

ATTEST:

[Signature]

KJB

DELAWARE COUNTY COUNCIL

Whereas, Delaware Resource Management Inc. ("DRMI") and Westinghouse Electric Corporation ("WEC") have proposed to the Delaware County Solid Waste Authority (the "Authority") that DRMI assign all of its rights and obligations under the Restated Service Agreement between it and the Authority to American Ref-Fuel Company of Delaware County, L.P. ("ARC"); and

Whereas County Council previously approved an Assignment and Consent among DRMI, ARC, WEC and the Authority and an Amended and Restated Guarantee Agreement from WEC to the Authority and approved changes to the Host Community Agreement with the City of Chester; and

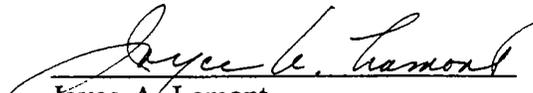
Whereas, there has been presented to this meeting a form of 1997 Amendment to the Restated Service Agreement.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The 1997 Amendment to the Restated Service Agreement be and is hereby approved in the form submitted to this meeting, with such changes therein as shall be approved by the officers executing the Amendment on behalf of the County, their execution to be conclusive evidence of their approval of any changes; and the proper officers of the County be and are hereby authorized and directed to execute and deliver the Amendment on behalf of the County and to take such further actions as they may deem necessary or desirable to effect the transactions contemplated thereby.
2. The officers of the County be and are further authorized to execute the foregoing documents containing such additional provisions as may be necessary to conform the Restated Service Agreement to the refinancing being entered into by ARC in connection with its acquisition of the Facility from affiliates of WEC, so long as such additional provisions do not adversely affect the Authority's rights or obligations under the Restated Service Agreement or the County's rights or obligations under its guarantee thereof.

Resolved this 25<sup>th</sup> day of March, 1997.

I, Joyce A. Lamont, County Clerk of the County of Delaware do hereby certified that the above Resolution was duly adopted by the County of Delaware on March 25, 1997.

  
Joyce A. Lamont

A G E N D A

COUNTY COUNCIL MEETING SEPTEMBER 17, 1996

1. Call meeting to order.
2. Pledge of Allegiance to the Flag.
3. Invocation by Kyanne Jacono, Consumer Affairs Department.
4. Minutes of the Regular Meeting of September 10, 1996.
5. Central Tax Collection Department request refunds for County Real Estate Taxes in accordance with attached list.
6. Approval and Authorization to pursue the development of a Regional Household Hazardous Waste Collection and Education Program to service the Southeastern Pennsylvania Region through a Memorandum of Understanding with the Counties of Bucks, Chester, Montgomery and Philadelphia. Subject to the solicitor's approval.
7. Approval to accept a municipal recycling grant in the amount of \$141,795.00 from the PA Department of Environmental Protection and authorization for the Delaware County Solid Waste Authority to administer the grant. Subject to the Solicitor's approval.
8. Approval of the assignment of the Restated Service Agreement dated December 1, 1988, as amended, between Westinghouse DRMI & DCSWA, from DRMI to American Ref-Fuel Co. of Delaware County L. P. on condition that Westinghouse Electric Corp. continue as guarantor of said contract, and authorization from Council to execute such documents as are necessary to effect the transfer. Subject to the Solicitor's approval.
9. Approval of an Agreement between the County of Delaware and First Fidelity Bank, N.A. implementing the use of credit cards for paying fines and costs in District Justices Offices. Subject to the Solicitor's approval.
10. Second Reading and Final Adoption of Ordinance No. 96-2 amending Ordinance No. 78-4 (The Administrative Code) to abolish the Department of Public Property Management and establishing the Department of Public Works, Vehicle Management, Building Maintenance, and Parks and Recreation. Subject to the Solicitor's approval.
11. Memorials to be erected on the graves of the following deceased service people:

Albert D. Bridy  
Michael P. Dougherty  
Frederick N. Feer, Jr.  
James Kepics, Sr.  
Michael Francis King

Havertown  
Springfield  
Media  
Woodlyn  
Ridley Park

DELAWARE COUNTY COUNCIL

RESOLUTION

WHEREAS, Delaware County is a party to a Restated Service Agreement dated December 1, 1988, as amended, between the Delaware County Solid Waste Authority, and Westinghouse Electric Corporation and its subsidiary, Delaware Resource Management, Inc. (DRMI); and

WHEREAS, Westinghouse Electric Corporation and Delaware Resource Management, Inc. propose to assign their obligations under the Restated Service Agreement to American Ref-Fuel Co. of Delaware County, L.P.; and

WHEREAS, Westinghouse Electric Corporation proposes to guarantee the obligations of American Ref-Fuel Co. of Delaware County, L.P. under the said Restated Service Agreement; and

WHEREAS, Delaware County Council has no objection to the assignment of the Restated Service Agreement subject to the approval of the Delaware County Solid Waste Authority; and

WHEREAS, the Agreement of the Delaware County Council is required to effect the assignment of the Restated Service Agreement.

NOW, THEREFORE, in consideration of the above, the County Council of the County of Delaware hereby agrees as follows:

1. County Council approves the assignment of the Restated Service Agreement dated December 1, 1988, as amended between Westinghouse Electric Corporation, DRMI and Delaware County Solid Waste Authority from DRMI to American Ref-Fuel Co. of Delaware County, L.P. on condition that Westinghouse Electric Corporation continue as

guarantor of said contract.

2. County Council hereby authorizes the execution of such documents as are necessary to effect the transfer of the assignment of the Restated Service Agreement referenced above.

COUNTY COUNCIL

*Carl Mattson*  
*Thomas Hall*  
*[Signature]*  
*[Signature]*  
*Kathryn S. Durbin*

ATTEST:

*Joyce L. Lamont*  
County Clerk

PRESENT: Paul G. Mattus, Chairman; Thomas H. Killion, Vice chairman; Wallace H. Nunn, Council Member; John J. McFadden, Council Member; Kathrynann W. Durham, Councilwoman; Edwin B. Erickson, Executive Director; Francis P. Connors, Esquire, Solicitor; Joyce A. Lamont, County Clerk and other department heads.

Chairman Mattus called the meeting of September 17, 1996 to order followed by the Pledge of Allegiance to the Flag. Invocation was given by Kyanne Jacono, Consumer Affairs Department.

Motion made by Mr. Killion approving minutes of the Regular Meeting of September 10, 1996, seconded by Mr. Nunn and carried unanimously.

Motion made by Mr. Killion approving Central Tax Collection Department request refunds for County Real Estate Taxes in accordance with attached list, seconded by Mr. McFadden and carried unanimously.

Chairman Mattus called on Ted Erickson, Executive Director, to speak on items 6 & 7 of the Agenda.

Dr. Erickson said this is an agreement for Household Hazardous Waste Collection that is a five county agreement to simply explore whether a mobile collection system will improve the excessibility and also then reduce the cost of the collection of household hazardous waste.

Chairman Mattus said this is a great idea and will be beneficial to all five counties.

Motion made by Mr. Killion approving and authorizing to pursue the development of a Regional Household Hazardous Waste Collection and Education Program to service the Southeastern Pennsylvania Region through a Memorandum of Understanding with the Counties of Bucks, Chester, Montgomery and Philadelphia. Subject to the solicitor's approval, seconded by Mr. McFadden and carried unanimously.

Chairman Mattus said he would like to go out of order because The Honorable Judge Sereni is in Court today. Judge Sereni stopped in for item 9 and acknowledged Ward T. Williams, District Justice Administrator.

Mr. Williams said this is a request for approval of an agreement with First Fidelity Bank which would allow the County and the Courts to begin a Credit Card procedure in all the regional District Courts. This would provide a number of benefits to the County and to the Court System. First, it will allow for the up-front collection of restitution of County Court Costs, State Court Costs, Fines and Constables fees. One of the advantages of this would be to reduce the partial payments that we have in the District Courts System. Second, it gets the money up front for the County. Once the card is taken at the District Court level, the money is deposited within the County account within 24 to 48 hours and any risk of later default by a defendant with respect to the credit card is assumed by the bank. Third,

Motion made by Mr. Killion approving the acceptance of a municipal recycling grant in the amount of \$141,795.00 from the PA Department of Environmental Protection and authorization for the Delaware County Solid Waste Authority to administer the grant. Subject to the Solicitor's approval, seconded by Mr. Nunn and carried unanimously.

Chairman Mattus called on Joe Vasturia, CEO of the Solid Waste Authority, to speak on item 8 of the Agenda.

Mr. Vasturia said item 8 is a request for approval of the Assignment of the Restated Service Agreement between the Westinghouse Corp. and the Delaware County Solid Waste Authority. In 1988, The County signed an agreement with Westinghouse for the Resource Recovery Facility in Chester. That agreement was assigned to the Solid Waste Authority in 1993 and Westinghouse has signed their responsibilities to the Delaware Resources Management Inc. Westinghouse is asking that they be able to sign the agreement to American Ref-Fuel Corp. of Delaware County. All this is, is a change of names.

Motion made by Mr. Killion approving of the Assignment of the Restated Service Agreement dated December 1, 1988, as amended, between Westinghouse DRMI & DCSWA, from DRMI to American Ref-Fuel Co. of Delaware County L. P. on condition that Westinghouse Electric Corp. continue as guarantor of said contract, and authorization from Council to execute such documents as are necessary to effect the transfer. Subject to the Solicitor's approval, seconded by Mr. McFadden and carried unanimously.

Chairman Mattus called on Francis P. Connors, Esq., Solicitor, to speak on item 10 of the Agenda.

Mr. Connors said this is the Second Reading of Ordinance No. 96-2 and the caption of the Ordinance reads as follows:

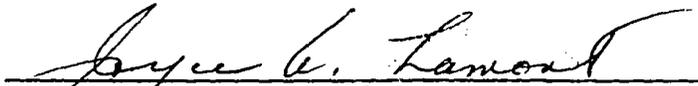
ORDINANCE NO. 96-2  
COUNTY OF DELAWARE  
PENNSYLVANIA

AN ORDINANCE OF THE COUNTY COUNCIL OF THE COUNTY OF DELAWARE, PENNSYLVANIA, AMENDING ORDINANCE NO. 78-4 (AS HERETOFORE AMENDED) KNOWN AS "THE ADMINISTRATIVE CODE OF THE COUNTY OF DELAWARE" AMENDING/DELETING CERTAIN PROVISIONS OF ARTICLE X (COUNCILMANIC SERVICES) AND ARTICLE XII (EXECUTIVE SERVICES) TO ELIMINATE THE DEPARTMENT OF PUBLIC PROPERTY MANAGEMENT, AND TO RECREATE THE DEPARTMENTS OF PUBLIC WORKS, VEHICLE MANAGEMENT, BUILDING MAINTENANCE AND THE DEPARTMENT OF PARKS AND RECREATION.

Mr. Connors said the proposed adoption of this Ordinance was advertised on September 3, 1996 and the first reading was last week. This Ordinance does, as the caption indicates, abolishes the existing department of Public Property Management and creates four new departments and it also sets forth the responsibilities of each of those departments. It would be appropriate to ask for public comment at this time.

basis to protect our County workers that they get paid what they are supposed to by law, etc. If you have any questions do not hesitate to contract me, if you hear there are allegations that we have not found, please bring them to my attention and we will investigate them immediately.

There being no further County business, nor public discussion, motion made by Mr. Killion to adjourn the meeting, seconded by mr. McFadden and carried unanimously.

  
JOYCE A. LAMONT, County Clerk

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A G E N D A

COUNTY COUNCIL MEETING MARCH 11, 1997

1. Call meeting to order.
2. Pledge of Allegiance to the Flag.
3. Invocation by Christine Endres, Consumer Affairs.
4. Minutes of the Regular Meeting of March 4, 1997.
5. Approval of Award of Contract #1,3097 for furnishing hard roll towels and dispensers as needed at the unit prices at a cost of \$68,070.40 according to the vendors as listed on the attached memorandum. Subject to the Solicitor's approval.
6. Central Tax Collection Department request refund for County Real Estate Taxes for Shankar B. Arcot, Folio 06691, Springfield Township, in the amount of \$154.13 for 1996; Court Order 95-17011.
7. Central Tax Collection Department requests refund of 1997 Real Estate Taxes for 95 property owners due to overpayments of the amount of taxes due.
8. Approval of request for abatement of penalty, interest & costs for Folio #16-05-00696-00, 518 Larchwood Avenue for the year 1996. Did not receive County tax bills.
9. Approval of Communnity Development Block Grant Resolution 97-05, reallocating \$40,000.00 to the acquisition of Cook's Bar in Darby Borough. Subject to the Solicitor.
10. Approval of Change Order #1 to Contract #E-8,196-9 for electrical construction at the new Delaware County Prison to increase contract sum for a fee not to exceed \$1,296.00 to Philips Brothers Electrical Contractors, Inc., 235 Sweet Spring Road, Glenmoore, PA 19343. Subject to the Solicitor's approval.
11. Approval of Change Order #2 to Contract E-8,196-9 for electrical construction at the new Delaware County Prison to increase contract sum for a fee not to exceed \$1,097.00 to Philips Brothers Electrical Contractors, Inc., 235 Sweet Spring Road, Glenmoore, PA 19343. Subject to the Solicitor's approval.
12. Approval of Contract Allowance Amendment #1 to Contract #E8,196-6 for plumbing construction at the new Delaware County Prison to increase contract sum for a fee not to exceed \$20,000.00 to Gory Mechanical Contractors, Inc., 4692 York Road, Buckingham, PA 18912. Subject to the Solicitor's approval.

13. Approval of Contract Allowance Amendment #2 to Contract #E-6,1796-4, for electrical relocation at the new Delaware County Prison to decrease the contract sum for a fee not to exceed \$4,500.00 to Hobbs and Company, Inc., 1012 Meetinghouse Road, P.O. Box 2140, Boothwyn, Pa 19061. Subject to the Solicitor's approval.
- ✓ 14. Approval of the "Second Amendment" to Host Community Agreement between the County of Delaware, the City of Chester and American Ref-Fuel Company of Delaware County, L.P. Subject to the Solicitor's approval.
15. Approval of an Agreement between the County of Delaware and Taylor Associates Consulting to provide a communications and public affairs program for the reassessment project for the period 4/9/97 to 4/9/99 at a cost of \$2,500.00 per month (all expenses included). Subject to the Solicitor's approval.
16. Approval of an Agreement between the County of Delaware and the PA Resources Council, Inc. to establish an educational & informational program concerning Household Hazardous Waste at a cost not to exceed \$20,000.00. Subject to the Solicitor's approval.
17. Approval of a Lease Agreement between the County of Delaware and the YMCA of Philadelphia & Vicinity for approximately 34 acres in Middletown Township at an annual rental of \$25,000.00 in services provided by the YMCA. Subject to the Solicitor's approval.
18. Resolution endorsing an amendment to the U.S. Constitution to incorporate protection of the American Flag from willful desecration.
19. Memorials to be erected on the graves of the following deceased service people:
  - James H. Burns, Jr. Springfield
  - Willard D. Davis Holmes
  - Clifford J. Nevader Collingdale
  - Jerome G. Pitzold Springfield
  - Charles H. West, Jr. Holmes
20. Payment of current bills, subject to the Controller's approval.
21. Departmental requisitions for payment or solicitation of prices.
22. Board of Institution Management

Approval of Agreement between B.O.I.M. and Healthdrive Medical & Dental Practices, 928 Jaymore Road, Suite C-190, Southampton, Pa to provide dental services for Fair Acres residents and Podiatry services for 200 of Fair Acres residents for one (1) year at a cost of \$24,120.00 from Medicaid. Subject to the Solicitor's approval.

PRESENT: Paul G. Mattus, Chairman; Thomas H. Killion, Vice-Chairman; Wallace H. Nunn, Councilmember; John J. McFadden, Councilmember; Edwin B. Erickson, Executive Director; Richard J. Daisley, Controller; Francis P. Connors, Esq., Solicitor; Joyce A. Lamont, County Clerk; and other department heads.

Chairman Mattus called the meeting of March 11, 1997 to order followed by the Pledge of Allegiance to the Flag. Invocation by Chairman Mattus

Motion made by Mr. Killion approving minutes of the Regular Meeting of March 4, 1997, seconded by Mr. Nunn and carried unanimously.

Motion made by Mr. Killion approving Award of Contract #1,3097 for furnishing hard roll towels and dispensers as needed at the unit prices at a cost of \$68,070.40 according to the vendors as listed on the attached memorandum. Subject to the Solicitor's approval, seconded by Mr. McFadden and carried unanimously.

Motion made by Mr. Killion approving Central Tax Collection Department requesting refund for County Real Estate Taxes for Shankar B. Arcot, Folio 06691, Springfield Township, in the amount of \$154.13 for 1996; Court Order 95-17011, seconded by Mr. Nunn and carried unanimously.

Motion made by Mr. Killion approving Central Tax Collection Department requests refunds of 1997 Real Estate Taxes for 95 property owners due to overpayment of the amount of taxes due, seconded by Mr. McFadden and carried unanimously.

Motion made by Mr. Killion approving request for abatement of penalty, interest & costs for Folio #16-05-00696-00, 518 Larchwood Avenue for the year 1996. Taxpayer did not receive County tax bills, seconded by Mr. McFadden and carried unanimously.

Chairman Mattus called on John E. Pickett, Planning Department, to speak on item 9 of the Agenda.

Mr. Pickett said we have the first of several items we will be bringing to you in the next few weeks concerning Darby Borough. This is a request that you allocate \$40,000.00 in CDBG to acquire a property at 11 North 9th Street in the downtown area known as Cook's Bar. This is a property that the Borough intends to convert to recreational uses to provide meeting space for some of the organizations in the Borough and at the same time eliminate the property that has been a nuisance.

Motion made by Mr. Killion approving Community Development Block Grant Resolution 97-05, reallocating \$40,000.00 to the acquisition of Cook's Bar in Darby Borough. Subject to the Solicitor, seconded by Mr. McFadden and carried unanimously.

Chairman Mattus asked Mr. Pickett if anything has been resolved regarding Route 291?

Mr. Pickett said I have not seen any response to your letter, but we have been assured by a number of people from the Deputy Secretary, to the District Administrator that the money is in fact there. The information we received last week was incorrect that the money has not been reallocated and that once the first section goes to construction later this spring they will begin actively to work on the second section.

Chairman Mattus called on Dennis Carey, P.E., Public Works, to speak on items 10 through 13 of the Agenda.

Mr. Carey said items 10 & 11 regard Change Orders #1 and #2 to Philips Brothers Electrical Contractors, Inc. for electrical and construction work being performed at the new Delaware County Prison.

Item #10 is for an amount not to exceed \$1,296.00 for additional power required for the County video conferencing for the Courts back from the Prison to record system.

Item #11 is for the revision of a power supply based on existing field conditions between the old Prison and the new Prison for an air handling unit. The fees are proper and in-line for the scope of work to be performed and I recommend Council's approval of items 10 & 11.

Mr. Carey said items 12 & 13 are actually unit prices and allowances that had been bid in the original contract documents, hence, the approval of contract allowance Amendment #1 for the plumbing construction to Gory Mechanical Contractors, Inc., for a fee not to exceed \$20,000.00. This will be for the removal and replacement of suitable soils again at the unit price contained in the original contract documents.

Mr. Carey said item 13 is to decrease the contract sum for a fee not to exceed \$4,500.00 to Hobbs and Company, Inc., they had the first phase electrical relocation for the new Delaware County Prison reconstruction and their unit price and allowance for removal and replacement for suitable soil material was not required, hence, the recommendation to decrease the contract by that amount.

Motion made by Mr. Killion approving Change Order #1 to Contract #E-8,196-9 for electrical construction at the new Delaware County Prison to increase contract sum for a fee not to exceed \$1,296.00 to Philips Brothers Electrical Contractors, Inc., 235 Sweet Spring Road, Glenmoore, PA 19343. Subject to the Solicitor's approval, seconded by Mr. McFadden and carried unanimously.

Motion made by Mr. Killion approving Change Order #2 to Contract E-8,196-9 for electrical construction at the new Delaware County Prison to increase contract sum for a fee not to exceed \$1,097.00 to Philips Brothers Electrical Contractors, Inc., 235 Sweet Spring Road, Glenmoore, PA 19343. Subject to the Solicitor's approval, seconded by Mr. McFadden and carried unanimously.

Motion made by Mr. Killion approving Contract Allowance Amendment #1 to Contract #E8,196-6 for plumbing construction at the new Delaware County Prison to increase contract sum for a fee not to exceed \$20,000.00 to Gory Mechanical Contractors, Inc., 4692 York Road, Buckingham, PA 18912. Subject to the Solicitor's approval, seconded by Mr. Nunn and carried unanimously.

Motion made by Mr. Killion approving Contract Allowance Amendment #2 to Contract #E-6,1796-4, for electrical relocation at the new Delaware County Prison to decrease the contract sum for a fee not to exceed \$4,500.00 to Hobbs and Company, Inc., 1012 Meetinghouse Road, P.O. Box 2140, Boothwyn, Pa 19061. Subject to the Solicitor's approval, seconded by Mr. McFadden and carried unanimously.

Chairman Mattus called on Francis P. Connors, Esquire, Solicitor, to speak on items 14 of the Agenda.

Mr. Connors said this item is in connection with the Westinghouse construction of a trash-to-energy plant in the City of Chester. The City, Westinghouse and the County had entered into a Host Community Agreement where payments were made to the City. Westinghouse then assigned all their rights and responsibilities in that Host Agreement to an entity called Delaware Resource Management, Inc. The purpose of the resolution and the approval before you this morning is that Westinghouse intends to sell that plant to the American Ref-fuel Company of Delaware County. In connection with that there has to be an assignment of Westinghouse and the RMI's responsibilities and rights under this Host Community Agreement to this new entity. The County will agree to the assignment of the rights and responsibility under this Host Community Agreement. In addition, a new entity will also be making certain payments to the City under this Host Community Agreement.

Motion made by Mr. Killion approving the "Second Amendment" to Host Community Agreement between the County of Delaware, the City of Chester and American Ref-Fuel Company of Delaware County, L.P. Subject to the Solicitor's approval, seconded by Mr. McFadden and carried unanimously.

Chairman Mattus called on Mr. McFadden, to speak on item 15 of the Agenda.

Mr. McFadden said as you are aware a gentleman named Bill Taylor of Taylor Associates entered into a contract with Delaware County last April to conduct a public education campaign or meetings with Community groups, municipalities, senior citizen groups, etc. and anyone that would express an interest in learning more about the reassessment process that is going on in Delaware County. We started that process last year and Mr. Taylor and his firm have basically been doing the public education and awareness process since that time. Due to the great success, we all heard about from people who have attended these sessions, we would like to continue that process and renew the contract for a two year period from April 9, 1997 to April 9, 1999. Mr. Taylor's previous stipend was \$2,000.00 a month plus all expenses and the new stipend of \$2,500.00 a month includes all expenses that will be incurred.

Motion made by Mr. Killion approving an Agreement between the County of Delaware and Taylor Associates Consulting to provide a communications and public affairs program for the reassessment project for the period 4/9/97 to 4/9/99 at a cost of \$2,500.00 per month (all expenses included). Subject to the Solicitor's approval, seconded by Mr. McFadden and carried unanimously.

Chairman Mattus called on Edwin B. Erickson, Executive Director, to speak on item 16 of the Agenda.

Dr. Erickson said item 16 addresses the collection of Household Hazardous Waste as is required by the Department of Environmental Protection in the Commonwealth of Pennsylvania and is for educational and informational materials as well as a hot line.

Motion made by Mr. Killion approving an Agreement between the County of Delaware and the PA Resources Council, Inc. to establish an educational & informational program concerning Household Hazardous Waste at a cost not to exceed \$20,000.00. Subject to the Solicitor's approval, seconded by Mr. McFadden and carried unanimously.

Motion made by Mr. Nunn approving a Lease Agreement between the County of Delaware and the YMCA of Philadelphia & Vicinity for approximately 34 acres in Middletown Township at an annual rental of \$25,000.00 in services provided by the YMCA. Subject to the Solicitor's approval, seconded by Mr. McFadden and carried unanimously. Mr. Killion abstained from voting on this matter because he is a member of the YMCA Board.

Chairman Mattus called on Mr. Nunn to speak on item 18 of the Agenda.

Mr. Nunn read the Resolution and said this morning at the urging of some of our veterans to offer a resolution encouraging congress to pass a constitutional amendment that our flag will not be desecrated. Our flag is a symbol and it is a symbol that for years and centuries held us together. That symbol has come under attack by certain people. We must understand how important it is for us to have a common core set of values and culture. Parcel that are two things which many think are not as important in this world as they used to be and one is our Flag and the other is the notion of God. Without those we are very quickly becoming a material society. We will not long be a nation if we don't have a flag that we can honor and to allow those among us who wishes us not to be a nation or to dishonor it is intolerable.

Motion made by Mr. Nunn to adopt Resolution endorsing an amendment to the U.S. Constitution to incorporate protection of the American Flag from willful desecration, seconded by Mr. McFadden and carried unanimously.

Attending this morning's meeting to accept the resolution is Viola Maloney, Delaware County Commander of the American Legion. She introduced other veterans who accompanied her.

Motion made by Mr. Nunn approving memorials to be erected on the graves of the following deceased service people, seconded by Mr. McFadden and carried unanimously.:

- |                      |             |
|----------------------|-------------|
| James H. Burns, Jr.  | Springfield |
| Willard D. Davis     | Holmes      |
| Clifford J. Nevader  | Collingdale |
| Jerome G. Pitzold    | Springfield |
| Charles H. West, Jr. | Holmes      |

Motion made by Mr. Killion approving payment of current bills, subject to the Controller's approval, seconded by Mr. McFadden and carried unanimously.

Motion made by Mr. Killion approving departmental requisitions for payment or solicitation of prices, seconded by Mr. McFadden and carried unanimously.

Chairman Mattus called on Joe Dougherty, Administrator, Fair Acres, to speak on item 22 of the Agenda.

Mr. Dougherty said item 22 requests Council's approval of an Agreement between Fair Acres Board of Institutional Management and Healthdrive Medical & Dental Practices. This contract is mainly for dental services at a fee of \$24,120.00. Medicaid has not kept up with the times on the fees on dental services over the last couple of years. We put out a request for proposals from a lot of dental providers in the area and we only received two responses.

Motion made by Mr. Killion approving Agreement between the Board of Institution Management and Healthdrive Medical & Dental Practices, 928 Jaymore Road, Suite C-190, Southampton, Pa to provide dental services for Fair Acres residents and Podiatry services for 200 of Fair Acres residents for one (1) year at a cost of \$24,120.00 from Medicaid. Subject to the Solicitor's approval, seconded by Mr. McFadden and carried unanimously.

Solicitor: Francis P. Connors, Esquire asked for approval of Council and submission of the Court consents for the adoption of seven (7) children presently in the custody of the Children & Youth Services.

Motion made by Mr. Killion approving consents for seven (7) children presently in the custody of the Children & Youth Services Agency, seconded by Mr. McFadden and carried unanimously.

COUNCIL DISCUSSION: Mr. Killion said we had an item on the agenda regarding Darby Borough. We would like to recognize Bob Tyler, Angel Mascart and Phil Gallagher from Darby Borough. Thanks for all your help working with the Planning Department. We have a lot happening in Darby Borough. What we have been doing is an effort with our CDBG money to try to focus on specific areas and work with local elected leaders and public officials that want to help us in that effort.

Robert Tyler of Darby said he appreciates County Council's help in the revitalization of Darby Borough. We have a Revitalization Committee which is funded from the partnership of Fitzgerald, Sharon Bank, as well as, Little Flower and Council.

COUNCIL DISCUSSION: Mr. Nunn said we are trying to help and I sent the following letter to the Legislature by fax:

I read in this morning's Daily Times that the Pennsylvania House may vote this week on a Constitutional Amendment that deals with tax reform.

I urge you to vote NO on this bill. As most of you know, we desperately need tax reform, but this bill falls far short of fulfilling that need. In fact, this bill is illusionary in its attempt at reform and will only give those who desire the status quo the status quo, while at the sometime allowing them to say that they voted for reform.

I urge you to fight for real reform, and I offer you my support to that end.

Mr. Nunn said the only way to pay for our schools is a Statewide Income Tax on all income except Social Security, and I am including retirement income. This is fundamentally a fair tax system.

Mr. Killion said there are two questions when it comes to taxes. How much should we spend and where does money come from? We are spending \$7 million for reassessment. When this process is finished the one thing for sure is house prices are going to change again.

Mr. Killion said he received a letter from Dorothy Green, a woman of 83. Her income with her Social Security pension is just under \$800.00 a month. She just got her school tax bill for \$1,100.00 for a total of \$2,000.00. She does not know how she is going to pay for it and now the County is looking at reassessing all the homes. She looked into retirement communities to try to get out of her house but the cost is too high. The one she has looked at will cost from \$60,000 to \$300,000 to get into and \$1,000.00 or more a month to stay in it. She loves it here but it is getting to be too much for her and she can't afford to pay anyone to fix anything in her house.

Mr. Killion said there is another woman by the name of Thomas who lives on \$750.00 a month gets \$127.00 from Medicare which goes directly to the doctor. She eats one meal a day which is brought to her by Meals on Wheels. It used to cost \$20.00 now it is \$10.00. I had to cut out insurance and I eat what I can scrape up. This is in Marple. This all goes back to how we are taxing our citizens. The Legislature has to take a good look of what they are doing and we have to look at what we are spending and how we are spending it. Once we decide where the money is going and where it comes from. The current system just is not going to work.

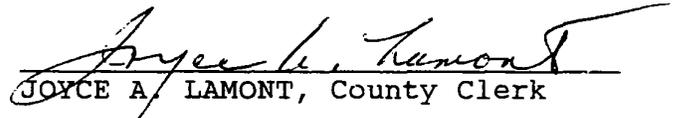
Mr. McFadden read a letter from Janet Bergdoll, Court Financial Services regarding one of our Park Guards, Matt Liss, who was taking money to the bank when a woman on State Street fell flat on her back and began taking a seizure, immediately he stopped the car, jumped out, and began comforting and taking care of this woman. As he was checking her pulse, he was also calling for help in a calm way because he was on the radio in his car. He got a blanket out of the car and covered her and put something under her head as she was bleeding from the mouth. He proceeded to talk to her and tell her she was alright.

Ms. Bergdoll said she felt very proud that he was one of our own Park Police and said he rose to an emergency situation in a very professional manner and she is proud of him.

Mr. McFadden thanked Matt Liss for his heroism.

Chairman Mattus said regarding the tax situation this is an attempt to dump taxes on local communities.

There being no further county business, nor public discussion, motion made by Mr. Killion to adjourn the meeting, seconded by Mr. McFadden and carried unanimously.

  
JOYCE A. LAMONT, County Clerk

DELAWARE COUNTY SOLID WASTE AUTHORITY

Whereas, Delaware Resource Management, Inc. ("DRMI") and Westinghouse Electric Corporation ("WEC") have proposed to the Delaware County Solid Waste Authority (the "Authority") that DRMI assign all of its rights and obligations under the Restated Service Agreement between it and the Authority to American Ref-Fuel Company of Delaware County, L.P. ("ARC"); and

Whereas the Authority previously approved an Assignment and Consent among DRMI, ARC, WEC and the Authority and an Amended and Restated Guarantee Agreement from WEC to the Authority; and

Whereas, there has been presented to this meeting a form of 1997 Amendment to the Restated Service Agreement, a side letter regarding extra waste during 1997 ("Extra Waste Letter") and a letter regarding approved haulers to the Facility.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The 1997 Amendment to the Restated Service Agreement and Extra Waste Letter be and are hereby approved in the form submitted to this meeting, with such changes therein as shall be approved by the officers executing the Amendment and Extra Waste Letter on behalf of the Authority, their execution to be conclusive evidence of their approval of any changes; and the proper officers of the Authority be and are hereby authorized and directed to execute and deliver the Amendment and Extra Waste Letter on behalf of the Authority and to take such further actions as they may deem necessary or desirable to effect the transactions contemplated thereby.
2. The officers of the Authority be and are further authorized to execute the foregoing Amendment containing such additional provisions as may be necessary to conform the Restated Service Agreement to the refinancing being entered into by ARC in connection with its acquisition of the Facility from affiliates of WEC, so long as such additional provisions do not adversely affect the Authority's rights or obligations under the Restated Service Agreement or the County's rights or obligations under its guarantee thereof.

Resolved this 20 day of March, 1997.

I, Thomas H. Killion, Secretary of Delaware County Solid Waste Authority do hereby certify that the above Resolution was duly adopted by the Board of Delaware County Solid Waste Authority on March 20, 1997.

  
Thomas H. Killion

MINUTES  
DELAWARE COUNTY SOLID WASTE AUTHORITY  
MEETING  
BERKS COUNTY

September 26, 1996

DCSWA MEETING  
BERKS COUNTY

SEPTEMBER 26, 1996  
Page 2

Upon motion duly made and seconded, and by unanimous vote, Authorization was given to **Amend the Minutes of the August 21, 1996 Meeting**. The action taken by the Board to Re-Advertise Item No. 2 of Contract #20-081496, Purchasing Four-Wheel Drive Vehicles was rescinded.

Upon motion duly made and seconded, and by unanimous vote, Authorization was given to **Purchase Office Furniture** for the New Administration Building, Colebrookdale Landfill, under Local Piggyback Purchasing Program (L3P), Commonwealth of PA, Contract #7110-06 from **Today's Systems, Corp.**, Total Price \$50,033.45.

Upon motion duly made and seconded, and by unanimous vote, the Board **authorized the execution of an Agreement with Foulke Associates, Inc.** for security services at Plant #1, Plant #3 and Colebrookdale Landfill. This item was omitted on the Agenda.

Upon motion duly made and seconded, and by unanimous vote, Authorization was given to accept the **Proposal from Blackman's Cycle for the Purchase of four (4) 1997 Suzuki King Quads (ATV)** at a cost of \$21,332.00.

Upon motion duly made and seconded, and by unanimous vote, Authorization was given to **Approve the Assignment of the Restated Service Agreement** dated December 1, 1988, as amended, **between Westinghouse DRMI and DCSWA, from DRMI to American Ref-Fuel Co. of Delaware County L.P.** on condition that Westinghouse Electric Corp. continue as guarantor of said contract, and authorization from the Board for the **Chairman to execute such documents as are necessary to effect the transfer, Subject to the Solicitor's approval.**

Upon motion duly made and seconded, and by unanimous vote, Approval for the payment of bills in the amount of \$2,415,994.75, was given.

Chief Executive Officer - No Report

Solicitor - No Report

Robert Beckel, Board of Supervisors for Colebrookdale Township, asked if the Board had received a letter from him concerning traffic in Colebrookdale. He stated that the residents of Colebrookdale had two (2) complaints; the trucks coming up to the Landfill and the route traveled. Mr. Vasturia stated that he felt that what Mr. Beckel was referring to was the trucks hauling soil and stone to the Landfill; these trucks are not trucks owned or contracted by the Landfill. The Authority has contracts with the quarry and the quarry is responsible for getting the drivers to do the hauling, obey speed limits as well as damage to resident's cars. Mr. Gillin stated that legally the truck driver or the Company would be responsible for damage to a vehicle and if you have the license number, you could turn it into the Insurance carrier. Mr. Vasturia also said that the Authority has put out notices to all of the haulers telling them that they must obey the speed limits. State regulations require maintenance of hauler's vehicles. The Authority does mention this to the haulers, and Empire and Wills Trucking are put on notice almost on a weekly basis. Mr. Vasturia requested that Joseph Sebzda, Landfill Manager, get in touch with the quarries expressing the resident's concerns. Mr. Beckel said that they are not certain that it was a stone which damaged the vehicle but some particle falling off the truck on Route 73. The resident making the complaint seemed to be more concerned with his treatment by the Security Officer at the Landfill when he called; he was told that it was none of his concern. The Authority will post notices again and send copies to Colebrookdale Township Supervisors so that the Supervisors will have them on record.

Joan Jeffries expressed her displeasure. With the report she received regarding the clog - no mention of improvement, unimprovement, whatever; the monthly figures received, she noticed that there had been a mistake in July and that no one realized it until a housewife started asking questions about the report; a letter written by Mr. Gillin to Frank Fair dated September 11, 1996 and the fact that Mr. Gillin did not enclose DEP's letter of April 22, 1996 which clearly stated that if you ignored DEP's request or failed to respond to it within 90 days, the Landfill's application would be denied; that no one was informed until the actions were done regarding the ash permit, and the truck traffic coming in at 6 AM in the morning. She stated that she was at the Landfill last Friday morning at 6:20 AM and the noise being created by the haulers delivering dirt was horrendous; i.e. banging of their tail gates trying to get the dirt out. Mr. Sebzda confirmed that Friday morning's noise was bad; he could hear it in his house. She also stated that they are also starting to get odors on Saturdays and Sundays; a new problem never before experienced. She has reiterated her concerns to DEP and is also putting the Authority on notice that all of this has to stop and that they must get control of the truck traffic. The trucks she is referring to are the dirt and stone trucks. She made mention of the fact that the Landfill only has three (3) Saturdays left before the Authority must approach Earl Township requesting permission for additional Saturday privileges. If the Authority does not get their truck traffic under control, the Advisory Council will ask the Supervisors not to allow Saturday morning deliveries of trash.

**RESOLUTION**

**WHEREAS,** the City of Chester, the County of Delaware and Westinghouse Electric Corporation (WEC) entered into a Host Community Agreement dated January 30, 1989; and

**WHEREAS,** the aforesaid parties amended said agreement pursuant to a certain First Amendment to a Host Community Agreement dated June 1993; and

**WHEREAS,** Westinghouse Electric Corporation pursuant to an assignment dated July 1, 1993 assigned its rights and delegated its duties under the Host Community Agreement to Delaware Resource Management, Inc., (DRMI), and

**WHEREAS,** American Ref-Fuel Company of Delaware County, L.P., a Delaware limited partnership (ARC) has entered into a letter of intent with Westinghouse Electric Company wherein ARC will purchase and WEC will sell the assets comprising the Delaware County Resource Recovery Facility and ARC will accept an assignment of the rights and obligations under the Host Community Agreement; and

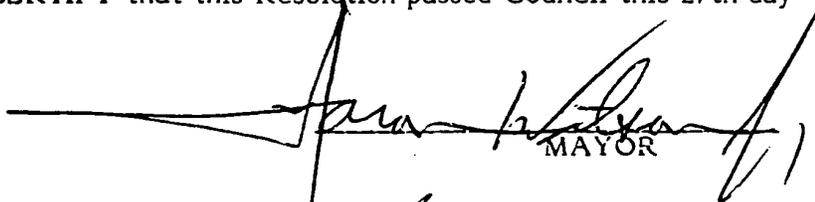
**WHEREAS,** the City, County, and ARC wish to modify the Host Community Agreement.

**NOW THEREFORE THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:**

That it does hereby authorize the proper City officials to take whatever action is necessary on the part of the City of Chester for the completion of the transaction between Westinghouse Electric Company (WEC) and American Ref-Fuel Company of Delaware County, L.P. (ARC) for the purchase of the assets known as the Delaware County Resource Recovery Facility, including but not limited to the execution of a consent agreement for the assignment of rights and obligations under the Host Community Agreement from WEC to ARC.

**FURTHER,** it does hereby authorize the proper City officials to enter into the attached Second Amendment to Host Community Agreement between the City of Chester and American Ref-Fuel Company of Delaware County, L.P.

**WE HEREBY CERTIFY** that this Resolution passed Council this 27th day of February, A.D. 1997.

  
MAYOR

Attest:   
CITY CLERK

## SECOND AMENDMENT TO HOST COMMUNITY AGREEMENT

This Second Amendment to Host Community Agreement (this "*Second Amendment*") is entered into as of \_\_\_\_\_, 1997, by and among the City of Chester, a duly incorporated Third Class City pursuant to the laws of the Commonwealth of Pennsylvania, with offices situated at Fifth and Welsh Streets, Chester, Delaware County, Pennsylvania (the "*City*"), the County of Delaware, a duly incorporated county pursuant to the laws of the Commonwealth of Pennsylvania, with offices situated at the Delaware County Court House, Government Center Building, Media, Delaware County, Pennsylvania (the "*County*"), and American Ref-Fuel Company of Delaware County, L.P., a Delaware limited partnership, with offices situated at the Facility (hereinafter defined) ("*ARC*").

### Recitals

- A. The City, the County and Westinghouse Electric Corporation ("*WEC*") have entered into that certain Agreement dated January 30, 1989, which agreement has been amended by the same parties pursuant to that certain First Amendment to a Host Community Agreement dated June, 1993 (as amended, the "*Host Agreement*").
- B. Pursuant to an assignment dated as of July 1, 1993, WEC assigned its rights and delegated its duties under the Host Community Agreement to Delaware Resource Management, Inc. ("*DRMI*").
- C. ARC (and its affiliates) have entered into a letter of intent with WEC (and its affiliates), pursuant to which, among other things, ARC (and its affiliates) have expressed their intent to purchase, and WEC (and its affiliates) have expressed their intent to sell, the assets comprising the Delaware County resource recovery facility (the "*Facility*"). The transaction described in the immediately preceding sentence is called the "*Transaction*". As part of the Transaction, ARC will accept an assignment of DRMI's rights, and a delegation of DRMI's obligations, under the Host Agreement.
- D. DRMI and ARC are seeking the City's consent to the Transaction.
- E. Subject to completing the Transaction and to obtaining the City's consent thereto, the City, the County and ARC wish to modify the Host Agreement in accordance with the provisions of this Second Amendment.

### Agreement

NOW, THEREFORE, for and in consideration of certain of the actions and events described in the Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, the County and ARC hereby agree to modify the Host Agreement, subject only to the matters described in the Recitals, as follows:

- 1. Prepayment of Host Fees. Within five business days after the closing of the Transaction, ARC shall prepay to the City \$1,000,000 of the host fees described in Paragraph 6 (as escalated by Paragraph 7) of the Host Agreement. ARC then shall be entitled to a credit

against future payment of such host fees, which credit ARC may take only after it has paid the City \$2,400,000 in cash for host fees becoming due in the applicable fiscal year of ARC. After such \$2,400,000 threshold has been met, and to the extent of the prepayment amount, all additional host fees becoming due during the applicable fiscal year of ARC may be paid by applying such credit.

2. Chester Internship Program. The text of Paragraph 13c of the Host Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

- c. ARC shall create at least two internship positions at the Facility to be filled exclusively by residents of the City. The training provided to the interns will focus on job skill development for operating, maintenance, administrative, or professional positions, as the needs of the Facility dictate. As regular entry level positions become available at the Facility, qualified trainees from the internship program will be given first consideration.

3. General Industrial Development. ARC shall provide up to \$125,000 in funding during the five year period following the date of closing of the Transaction to promote general industrial business development within the City. These funds shall be used for printing promotional materials, conducting feasibility studies, hiring consulting services, and similar activities, as recommended by the City and approved by ARC. ARC shall exercise such approval right reasonably. Additionally, ARC shall offer utility services such as steam, hot water, chilled water, and electrical power at competitive prices to industry, where such service is technically and financially feasible and permitted under prevailing law, regulation, and prior contractual commitment. The City agrees to promote ARC's utility services to industrial consumers in the City.

4. Alternative Waste Delivery Methods. Within twelve months of the closing of the Transaction, ARC shall cause to be performed a detailed transportation study to investigate alternative methods, such as barge or rail, for delivering waste to the Facility. One goal of such study will be to mitigate the impact that waste delivery vehicles have on the City. The estimated cost of such study is approximately \$150,000. If the study proves barge or rail deliveries are economically viable, then ARC shall reasonably pursue the permit modifications necessary to allow deliveries of waste by such means. The City agrees to support ARC's permitting efforts in this regard. For the construction of the infrastructure necessary to implement alternative waste delivery methods, ARC and the City shall cooperate to obtain any and all incentives offered by governmental agencies, such as tax exempt financing through industrial development agencies, property tax exemptions or abatements, grant money and other available incentives.

5. Community Involvement. ARC shall make its employees available to serve on advisory boards and meet with community and industry leaders, as reasonably requested by the City. Additionally, ARC shall reasonably cooperate with the City to establish programs to serve the community, such as citizen advisory boards, hot lines for community calls, facility tours to familiarize citizens with plant operations and sponsorship of youth sport programs.

6. Indemnity. In Paragraph 11 of the Host Agreement and in Appendix "C" thereto, all references to Delaware Resource Management, Inc., DRMI, Waste Resource Energy, Inc., and their respective subcontractors, agents, and employees are hereby deleted. References to the Company in such paragraphs (and throughout the Host Agreement) shall be construed as references to ARC.

7. Financing. The provisions of Paragraph 15 of the Host Agreement shall be construed to include (and be for the benefit of) lenders participating in the refinancing of the original debt in connection with the Transaction, and those participating in subsequent refinancings.

8. Continuity. Except as amended by this Second Amendment, the Host Agreement shall remain in full force and effect, and the City, the County and ARC hereby ratify and confirm the Host Agreement, as so amended.

CITY OF CHESTER  
DELAWARE COUNTY, PENNSYLVANIA

By: [Signature]  
Mayor Aaron Wilson, Jr.

ATTEST:

[Signature]  
City Clerk

COUNTY OF DELAWARE, PENNSYLVANIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

AMERICAN REF-FUEL COMPANY  
OF DELAWARE COUNTY, L.P.

By: [Signature]  
Name: R. L. Oliver  
Title: U.P. Business Development

ATTEST:

[Signature]

KJB

## **APPENDIX B**

AGREEMENT

ARTICLES OF AGREEMENT made this <sup>16TH</sup> 25th day of <sup>November</sup> October 25 1995

RPM  
JW

Between Empire Sanitary Landfill, Inc. (hereinafter called CONTRACTOR) and the Delaware County of Solid Waste Authority (hereinafter called AUTHORITY).

WITNESSETH:

That the CONTRACTOR covenants, promises and agrees to and with the AUTHORITY to: Transfer and transport all acceptable waste to and from County facilities, providing all materials, equipment and personnel as per the following incorporated conditions and specifications.

for the price of: \$6.40 per Ton for years 1-5 & increasing 3% per year in 6-10 (transport to and from Transfer Station No. 1 to Westinghouse Plant, Chester, Pennsylvania) for a Ten (10) year period with an option period of Five (5) years.

for the price of: \$6.00 per Ton for years 1-5 & increasing 3% per year in 6-10 (transport to and from Transfer Station No. 3 to Westinghouse Plant, Chester, Pennsylvania) for a Ten (10) year period with an option period of Five (5) years.

for the price of: \$12.00 per Ton for years 1-5 & increasing 3% per year in 6-10 (transport to and from Transfer Station No. 1 to Colebrookdale Landfill, Earl Township, Berks County) for a Ten (10) year period with an option period of Five (5) years.

for the price of: \$11.75 per Ton for years 1-5 and increasing 3% per year in 6-10 (transport to and from Transfer Station No. 3 to Colebrookdale Landfill, Earl Township, Berks County) for a Ten (10) year period with an option period of Five (5) years

and to, in all respects, comply with the terms and conditions of the Specifications and General Conditions, and

The AUTHORITY covenants, promises and agrees to and with the CONTRACTOR to pay the above price for Transfer and transport Solid Waste to and from County facilities.

It is further mutually agreed by said parties, in consideration of their aforesaid mutual covenants, to comply with the specification and conditions hereinafter stated.

\* Ton = U.S. Ton (2,000 pounds)

\*\* For clarification of the proposal pricing, please see "ATTACHMENT A", COST PROPOSAL FORM for Transfer Station #1 and Transfer Station #3.

**COST PROPOSAL FORM**

**INITIAL 10 YEARS**

**YEARS 1 TO 10**

- I. Transfer Station # 1 operation and transportation of Acceptable Waste to the Primary receiving facility minimum base proposal.
- |  |                     |         |
|--|---------------------|---------|
|  | \$ <u>6.40</u> /ton | Year 1  |
|  | \$ <u>6.40</u> /ton | Year 2  |
|  | \$ <u>6.40</u> /ton | Year 3  |
|  | \$ <u>6.40</u> /ton | Year 4  |
|  | \$ <u>6.40</u> /ton | Year 5  |
|  | \$ <u>6.56</u> /ton | Year 6  |
|  | \$ <u>6.76</u> /ton | Year 7  |
|  | \$ <u>6.96</u> /ton | Year 8  |
|  | \$ <u>7.17</u> /ton | Year 9  |
|  | \$ <u>7.38</u> /ton | Year 10 |

- II. If the primary receiving facility, Westinghouse Resource Recovery Facility is unable to receive Acceptable Waste, the Authority will pay the Contractor total compensation to provide transportation to the Colebrookdale Landfill Facility. Hauling distance to the Colebrookdale Landfill Facility will be assumed to be (60) sixty miles.

\$ <u>12.00</u> /ton	Year 1
\$ <u>12.00</u> /ton	Year 2
\$ <u>12.00</u> /ton	Year 3
\$ <u>12.00</u> /ton	Year 4
\$ <u>12.00</u> /ton	Year 5
\$ <u>12.36</u> /ton	Year 6
\$ <u>12.73</u> /ton	Year 7
\$ <u>13.11</u> /ton	Year 8
\$ <u>13.50</u> /ton	Year 9
\$ <u>13.91</u> /ton	Year 10

COST PROPOSAL FORM - RENEWAL OPTION

ADDITIONAL 5 YEARS

YEARS 11 TO 15

- I. Transfer Station # 1 operation and transportation of Acceptable Waste to primary receiving facility minimum base proposal.
- |  |                     |         |
|--|---------------------|---------|
|  | \$ <u>7.38</u> /ton | Year 11 |
|  | \$ <u>7.38</u> /ton | Year 12 |
|  | \$ <u>7.60</u> /ton | Year 13 |
|  | \$ <u>7.83</u> /ton | Year 14 |
|  | \$ <u>8.06</u> /ton | Year 15 |

- II. If the primary receiving facility, Westinghouse Resource Recovery Facility is unable to receive Acceptable Waste, the Authority will pay the contractor total compensation to provide transportation to the Colebrookdale Landfill Facility. Hauling distance to the Colebrookdale Landfill Facility will be assumed to be (60) sixty miles.

	\$ <u>13.91</u> /ton	Year 11
	\$ <u>13.91</u> /ton	Year 12
	\$ <u>14.33</u> /ton	Year 13
	\$ <u>14.76</u> /ton	Year 14
	\$ <u>15.20</u> /ton	Year 15

**COST PROPOSAL FORM**

**INITIAL 10 YEARS**

**YEARS 1 TO 10**

I. Transfer Station # 3 operation and transportation of Acceptable Waste to the Primary receiving facility minimum base proposal.	\$ <u>6.00</u> /ton	Year 1
	\$ <u>6.00</u> /ton	Year 2
	\$ <u>6.00</u> /ton	Year 3
	\$ <u>6.00</u> /ton	Year 4
	\$ <u>6.00</u> /ton	Year 5
	\$ <u>6.20</u> /ton	Year 6
	\$ <u>6.39</u> /ton	Year 7
	\$ <u>6.58</u> /ton	Year 8
	\$ <u>6.78</u> /ton	Year 9
	\$ <u>6.98</u> /ton	Year 10

II. If the primary receiving facility, Westinghouse Resource Recovery Facility is unable to receive Acceptable Waste, the Authority will pay the Contractor total compensation to provide transportation to the Colebrookdale Landfill Facility. Hauling distance to the Colebrookdale Landfill Facility will be assumed to be (50) fifty miles.

\$ <u>11.75</u> /ton	Year 1
\$ <u>11.75</u> /ton	Year 2
\$ <u>11.75</u> /ton	Year 3
\$ <u>11.75</u> /ton	Year 4
\$ <u>11.75</u> /ton	Year 5
\$ <u>12.10</u> /ton	Year 6
\$ <u>12.46</u> /ton	Year 7
\$ <u>12.83</u> /ton	Year 8
\$ <u>13.21</u> /ton	Year 9
\$ <u>13.61</u> /ton	Year 10

COST PROPOSAL FORM - RENEWAL OPTION

ADDITIONAL 5 YEARS

YEARS 11 TO 15

- I. Transfer Station # 3 operation and transportation of Acceptable Waste to primary receiving facility minimum base proposal.
- |  |                     |         |
|--|---------------------|---------|
|  | \$ <u>6.98</u> /ton | Year 11 |
|  | \$ <u>6.98</u> /ton | Year 12 |
|  | \$ <u>7.19</u> /ton | Year 13 |
|  | \$ <u>7.41</u> /ton | Year 14 |
|  | \$ <u>7.63</u> /ton | Year 15 |

- II. If the primary receiving facility, Westinghouse Resource Recovery Facility is unable to receive Acceptable Waste, the Authority will pay the contractor total compensation to provide transportation to the Colebrookdale Landfill Facility. Hauling distance to the Colebrookdale Landfill Facility will be assumed to be (50) fifty miles.

	\$ <u>13.61</u> /ton	Year 11
	\$ <u>13.61</u> /ton	Year 12
	\$ <u>14.02</u> /ton	Year 13
	\$ <u>14.44</u> /ton	Year 14
	\$ <u>14.87</u> /ton	Year 15

## SECTION I

### DEFINITIONS

Except as otherwise indicated by context, the following words, whenever used in these General Conditions and Specifications, shall have the meaning set forth after each:

1. **Acceptable Waste** - means Solid Waste (municipal, demolition and residual) which may be disposed at the Landfill pursuant to all applicable permits, laws, rules and regulations.
2. **Addenda** - Written or graphic instruments issued and attached to contract.
3. **Application for Payment** - The form accepted by AUTHORITY which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract.
4. **Authority** - The public body or authority, corporation, association, partnership or individual with whom CONTRACTOR has entered into the Contract. For this contract, AUTHORITY shall mean the Delaware County Solid Waste Authority; also abbreviated as "DCSWA".
5. **Bonds** - Performance bonds and other instruments of security.
6. **Change Order** - A written order to CONTRACTOR signed by AUTHORITY authorizing an addition, deletion or revision in the Services, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Contract.
7. **Colebrookdale Landfill** - Authority's Landfill located at Shenkel Hill Road at Route 73, Earl Township, Berks County, Pennsylvania.
8. **Contract** - The written agreement between AUTHORITY and CONTRACTOR covering the furnishing of the Services in connection therewith. Other Contract are attached to the Agreement and made a part thereof as provided therein.
9. **Contract Price** - The moneys payable by AUTHORITY to CONTRACTOR under the Contract as stated in the Agreement.
10. **Contract Time** - The total number of days or the dates stated in the Contract for furnishing the Services.
11. **Contractor** - The person, firm or corporation with whom AUTHORITY has entered into the Contract.

12. **Day** - A calendar day of twenty-four hours measured from midnight to the next midnight.
13. **Defective** - An adjective which when modifying the word Services refers to Services which are unsatisfactory, faulty or deficient, or do not conform to the Contract or do not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract.
14. **Effective Date of the Contract** - The date indicated in the Contract on which it becomes effective, or if no such date is indicated, the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver. Also, known as Execution Date of Contract.
15. **Engineer** - Representative of AUTHORITY
16. **Modification** - (a) A written amendment of the Contract signed by both parties, or (b) a Change Order. A modification may only be issued after the effective date of the Contract.
17. **Private Property** - Land or Buildings not owned by the AUTHORITY.
18. **Specifications** - Those portions of the Contract consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Services, and certain administrative details applicable thereto.
19. **Transfer Station #1** - Authority's Transfer Station located at 2300 Concord Road, Chester Township, Chester, Delaware County, Pennsylvania 19013.
20. **Transfer Station #3** - Authority's Transfer Station located at Marpit Drive and Sussex Boulevard, Broomall, Delaware County, Pennsylvania 19008.
21. **Westinghouse** - The Trash to Steam Resource Recovery Facility owned by Westinghouse located at 10 Highland Avenue, Chester, Delaware County, Pennsylvania.

## SECTION II

### SPECIFIC CONDITIONS

#### A. DUTIES

Under the terms of this contract, the AUTHORITY shall be responsible for payment of tipping fees for verified tonnage of solid waste delivered to the Westinghouse Resource Recovery Facility, Chester, Pennsylvania and/or to the AUTHORITY'S Colebrookdale Landfill, Earl Township, Berks County, Pennsylvania (hereinafter referred to as FACILITIES). The CONTRACTOR shall be responsible for transferring and transporting all solid waste deposited at Transfer Station No. 1 and Transfer Station No. 3 to the aforementioned facility. Solid waste is defined for the purpose of this contract as garbage, refuse and other discarded materials, including, but not limited to, solid and semi-solid waste materials resulting from municipal, commercial, agricultural and residential activities, and as is accepted at Transfer Station Plant No. 1 and 3, pursuant to Delaware County Ordinance No. 90-4 and as amended. Industrial waste resulting from manufacturing or processing operations may be accepted at the Transfer Stations for disposal at Colebrookdale.

During the term of this Contract, the AUTHORITY may perform substantial renovations to either Transfer Station Number 1 or 3 or both. Consequently, trash may be required to be delivered directly by the generators to the FACILITIES. Delaware County Solid Waste Authority will use its best efforts to provide ample notification to CONTRACTOR. In the event that renovations are made to Transfer Station #3, the loading operation will change from a compaction operation to a top loading operation similar to Transfer Station No. 1.

#### B. COMPENSATION FOR DELIVERIES

1. The AUTHORITY will pay the CONTRACTOR for services performed under this contract on the basis of the quantity of waste delivered to the Westinghouse Resource Recovery Facility or Colebrookdale Facilities as recorded by the FACILITY'S weighmaster as incoming trash across the scale.
2. Deliveries of solid waste to the Transfer Station will normally take place during the hours of 7:00 A.M. and 4:30 P.M., from Monday through Friday. The scales will be operated between the hours of 7:00 A.M. and 4:30 P.M., Monday through Friday. The scales are regularly tested and certified for accuracy by the Pennsylvania Bureau of Standard Weights and Measures. Scale operating hours may be changed from time to time to accommodate changing conditions or emergency situations. No deliveries will be permitted except during periods when a licensed AUTHORITY weighmaster is present. Deliveries at the AUTHORITY'S discretion can take place on Saturdays 8:00 A.M. to 1:00 P.M.

at the Transfer Stations. The Transfer Station will be opened from 5:00 A.M. to 7:00 P.M. Monday through Friday for processing and hauling trash by the CONTRACTOR.

## C. ROUTE

### COLEBROOKDALE LANDFILL

All access for CONTRACTOR'S equipment to the landfill site shall be from Pennsylvania State Route 73 via Shenkel Road to the entrance gate at the intersection of Shenkel Road and Mountain Road. All CONTRACTOR'S equipment leaving the site will use the same route.

#### TRANSFER STATION 1

For travel from the transfer station to the Westinghouse Resource Recovery Plant, the route to be used from the Transfer Station 1 is as follows: **THIS IS THE PRESENT ROUTE**

- West on Concord Road to Dutton Mill Road
- South on Dutton Mill Road to Market Street (Rte. 452)
- South on Market Street to I-95
- North on I-95 to Stewart Avenue
- East on Stewart Avenue to Industrial Highway (Rte. 291)
- South on Rte. 291 to Second Street through Chester to  
Thurlow Street
- Two blocks East on Thurlow Street to the Westinghouse Resource Recovery Plant

#### TRANSFER STATION NO. 3

For travel from the Transfer Station to the Westinghouse Resource Recovery Plant, the route to be used from the Transfer Station 3 is as follows: **THIS IS THE PRESENT ROUTE**

1. Leaving Transfer Station #3 from Marpit Drive  
make right onto Reed Road  
proceed to traffic light continue  
left on Reed Road to Sproul Road  
make left and continue to Sproul Road Ramp  
onto By-Pass.
2. Continue one (1) mile onto Blue Route  
476 East to Blue Route North I-95.

3. North on I-95 on Stewart Ave. Right to Stewart Ave. to Route 291 Industrial Highway.
4. South on Industrial Highway to 2nd Street thru Chester to Thurlow St.
5. Left on Thurlow into the Westinghouse Resource Recovery Plant

Return by the same route in reverse. CONTRACTOR must use the route described above. Absolutely no deviation from this route will be tolerated. A penalty of \$250.00 per incident, when reported to the Solid Waste Director, shall be invoked. This sum will be deducted from the invoice pertinent to the date of incident. Thurlow Street is the Westinghouse Resource Recovery Facility access and egress road for the designated route. The crossing at Front and Thurlow Street to the Facility site includes a crossing of the Conrail freight tracks. The freight traffic that uses this trackage is irregular, and the Conrail office advises the crossing delays of up to ten minutes may be experienced, but these are infrequent.

CONTRACTOR is advised to either observe the traffic at this crossing to determine the effect, if any, that may impact on his delivery of waste, or contact the office of the Conrail Eastern Manager located at 15 N. 32nd Street, Philadelphia, PA, or (215)596-2298.

#### **D. HOURS OF OPERATION**

The CONTRACTOR must be on the job site and commence performance under this contract as of 5:00 a.m. to 7:00 p.m. on \_\_\_\_\_, 1995 for Transfer Stations No. 1 and 3.

#### **E. TRANSPORT AND DELIVERY OF SOLID WASTE**

Vehicles used must be capable of depositing their load of material at locations on site designated by AUTHORITY. By executing the Agreement with the AUTHORITY, the CONTRACTOR confirms that he has inspected the unloading area(s) at the Landfill, Westinghouse Resource Recovery Facility and the loading and unloading areas at the Transfer Stations and will be able to meet the requirements stated in the Contract. All transportation charges including but not limited to switching, trucking, lighterage and special handling will be paid by CONTRACTOR. The Authority shall have sole discretion on the amounts of Waste directed to Westinghouse or Colebrookdale on a daily basis.

**F. COMPLIANCE WITH RULES AND REGULATIONS**

The CONTRACTOR agrees to remove, in accordance with the provisions of the Solid Waste Management Rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP), from the Transfer Station Plant No. 1, located at 2300 Old Concord Road, Feltonville, Chester Township, and Transfer Station No. 3, Marpit Drive, Marple Township, Pennsylvania, in the County of Delaware, whatever amount of municipal solid waste, demolition waste or residual waste is delivered to said site. The AUTHORITY reserves the right to limit the amount of municipal solid waste, demolition waste or residual waste so delivered to the site should it be in the best interest of the AUTHORITY to do so, or if the receiving of such municipal solid waste, demolition waste or residual waste would be in violation of the applicable regulations of State and Federal regulatory agencies having jurisdiction thereof. The Solid Waste Management Rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) are made a part of these Specifications by reference. The AUTHORITY shall have the right to cancel this contract at any time during the contract period if the Department of Environmental Resources (DER) or Pennsylvania Department of Environmental Protection (DEP) or the United States Environmental Protection Agency (EPA) require a change of operating procedures for the disposal of the municipal solid waste, demolition waste and residual waste at Transfer Station Plant No. 1 or 3.

**G. CONTRACTOR SHALL FURNISH EVERYTHING**

1. The CONTRACTOR shall provide and use, at his expense, all materials, labor, equipment and all implements and appliances necessary in carrying on, constructing, loading, transporting and completing all work set forth hereunder as required by the specifications under this Contract including but not limited to twelve (12) trailers for transportation of solid waste at each Transfer Station and two (2) front end loaders at each Transfer Station.
2. All materials, equipment and services that may reasonably be inferred from the Contract as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe materials, equipment or services, such words will be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening Bids (or, on the effective date of the Contract if there were no Bids), except as may be otherwise specifically stated. However, no provisions of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract shall change the duties and responsibilities of

AUTHORITY or CONTRACTOR, or any of their agents, consultants or employees from those set forth in the Contract. Clarifications and interpretations of the Contract shall be issued by AUTHORITY.

#### H. TRAILERS

1. CONTRACTOR must have a sufficient number of trailers available at all times for use in performing the work under the contract at each Transfer Station. But at no time shall the CONTRACTOR have less than twelve (12) trailers available at each Station. This equipment shall be made available for inspection by AUTHORITY Personnel.
2. All such trailers assigned to Plant 3 shall having walking floors, with closed tops and hinged rear doors. TRAILERS must be able to make a compatible fit with the packer mating flange - No alteration to packers will be allowed. All trailers shall be of water tight construction. In the event the Authority renovates or constructs a new facility at Transfer Station #3, the Authority will install a top loading operation and the walking floor trailers must be replaced with open top trailers.
3. Numbers shall be painted on both sides of each tractor and trailer in a place and manner which is clearly visible to the Westinghouse Resource Recovery facility's scale operator. These numbers are to be at least five inches in size. Tractors and/or trailers shall be required to bear AUTHORITY permit stickers or other means of identification. Each trailer shall have printed "Municipal Solid Waste" printed on each side as well as the name and address of CONTRACTOR on the Tractor as required by Department of Environmental Protection (DEP) rules and regulations.
4. At the AUTHORITY's discretion, the CONTRACTOR shall be required to submit waste origination manifests to the Resource Facility's scale operator prior to dumping each load, such manifests to be signed and time-punched by personnel authorized by the Director of Solid Waste Management.
5. The CONTRACTOR shall provide all of the equipment, drivers, helpers, maintenance personnel, operators, laborers, supervisory and tipping floor personnel required under the terms of the contract. The authority will have no involvement in the day to day operations of the CONTRACTOR, but the AUTHORITY or its authorized designee shall have the right to inspect the work performed by the CONTRACTOR to ensure compliance with the Department of Environmental Resources (DER) or Department of Environmental Protection (DEP) rules and regulation.

6. The CONTRACTOR must provide documentation confirming that the vehicles proposed for hauling services have current PA inspection and registration requirements consistent with their vehicle classification.

#### I. QUALIFIED PERSONNEL

1. The CONTRACTOR shall assign at each Transfer Station a qualified Supervisor.
2. The operator of any piece of equipment shall be thoroughly experienced and qualified and/or licensed to operate to the fullest extent the piece of machinery which he has been assigned.
3. Whenever the Director of Solid Waste Management Department determines that an employee of the CONTRACTOR is not performing his duties or functions in a satisfactory manner or is disorderly, he may notify the CONTRACTOR of the employee's unsatisfactory performance and direct the CONTRACTOR to correct the employee's performance or have him dismissed.

#### J. MAINTENANCE

1. The CONTRACTOR shall maintain and operate the entire transfer site operations, including, but not limited to, the tipping floor and the tunnel area within the confines of the Transfer Station, in a sanitary manner in accordance with all applicable Department Health and Department of Environmental Resources (DER) or Department of Environmental Protection (DEP) rules and regulations. The area outside the tunnel area and along the fence of the property must be kept clean each day. At least once a week, at the discretion of the plant manager, who may be the AUTHORITY employee, the CONTRACTOR shall clean all debris and litter along and around the AUTHORITY access road.
2. The CONTRACTOR shall be responsible for maintaining all storm sewer drains so that they are free-flowing and free from debris at all times, and must be cleaned twice a week: discretion of site Supervisor, possibly three times per week at Transfer Station #3 only. It shall be the responsibility of the CONTRACTOR to remove and dispose of any leachate collected at either Transfer Station.
3. Any damage to the AUTHORITY's facilities by the CONTRACTOR in the performance of work under this contract will be the sole responsibility of the CONTRACTOR to repair. The repair will be performed in a timely fashion and will be subject to inspection by the Solid Waste Director. Damage not satisfactorily repaired will be repaired by the AUTHORITY and the costs therefore shall be deducted from the money accrued by the CONTRACTOR owed by AUTHORITY.
4. Delay of collection vehicles delivering solid waste to the Transfer Station shall be limited to ten (10) minutes in excess of the normal time for weighing and

tipping of the waste. The AUTHORITY shall waive the first five hundred (500) minutes of penalty time accrued per month. The Transfer Station Contractor will be penalized at the rate of \$3.00 for each ten minutes in excess of the said five hundred (500) minutes delay time per month.

#### **K. SUBSTITUTE EQUIPMENT**

1. In the event of breakdown of any loading or hauling equipment, it will be the responsibility of the CONTRACTOR to provide backup equipment. The substitute equipment must be provided within three (3) hours of breakdown. There shall be no delay either in the loading or hauling of the refuse.
2. Should the substitute equipment not be provided within the three hours, and the AUTHORITY then redirects the trash to another facility, such additional expense incurred by the AUTHORITY for this redirection of trash shall be the obligation of the CONTRACTOR.
3. CONTRACTOR shall continue performance of the contract during all disputes or disagreements with the AUTHORITY. No furnishing of services shall be prejudiced, delayed or postponed pending Resolution of any disputes or disagreements except where CONTRACTOR and AUTHORITY may otherwise agree in writing.

#### **L. SECURE FACILITIES/AREAS OF EMPLOYMENT**

1. The CONTRACTOR shall have the responsibility to secure the site at the AUTHORITY's facilities the end of each work day. This includes, but is not limited to, securing of all doors and gates directly related to the operation of the Transfer Station area.
2. Trash must be kept away from all hydrants, stand pipes, and all other fire apparatus located on or around the dump floor area. at all times.
3. Office space will be provided for the CONTRACTOR at the stations by the AUTHORITY. All telephone connections and telephone charges will be the responsibility of the CONTRACTOR; as well as electrical powers consumed. PECO Energy will bill CONTRACTOR.
4. Employee parking lot will be provided by the AUTHORITY. This area will be determined by the Director of Solid Waste. Any other parking areas can be negotiated with the Solid Waste Director.
5. The CONTRACTOR will not be permitted the use of AUTHORITY equipment, tools, garages or storage space located in areas of the facility other than the stipulated areas utilized for the Transfer Stations operation unless permission is obtained in writing from the AUTHORITY's Director - Solid Waste Management Division.

**M. FINES/FEES**

1. The CONTRACTOR is responsible for any fines issued by police, a regulatory agency or other consequential damages which result from not meeting all of the requirements of the service contract documents.
2. The CONTRACTOR is responsible for bridge tolls and road use fees or tolls.
3. The CONTRACTOR shall be paid by the twentieth of the month for the tonnage received and hauled during the previous month at the rate set forth in this contract and as further supplemented by the Specifications.

**N. HOLIDAYS**

1. The AUTHORITY celebrates fifteen (15) holidays throughout the year, and most municipalities do the same. However, some solid waste collections are made by Delaware County private haulers and municipalities on holidays. The CONTRACTOR must accept solid waste from those private haulers and municipalities that collect solid waste on holidays. The AUTHORITY will provide a Weighmaster for the working holidays.
2. The AUTHORITY does not operate the plants on the following holidays:

New Year' Day	Labor Day
Primary Election Day	Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Good Friday	
3. Deliveries of solid waste will be accepted at the Westinghouse Resource Recovery Facility from Monday to Saturday between the hours of 6:00 A.M. and 6:00 P.M. except for legal holidays. Saturday Operations with the prior approval of the Solid Waste Director to be made. Deliveries at Colebrookdale Landfill will be between the hours of 7:00 A.M. and 4:30 P.M. Monday to Friday and 7:00 A.M. to 12 Noon on Saturday.

**O. TRANSFER STATIONS**

The Authority may be required to close either temporarily or permanently one or both of its Transfer Stations (Transfer Station #1; Transfer Station #3) for repairs, demolition, reconstruction or construction. In such an event, arrangements for the disposal of acceptable waste and the transportation of acceptable waste shall be negotiated between the parties to insure the safe, efficient and effective handling of the waste.

## SECTION III

### GENERAL CONDITIONS

#### A. INSURANCE AND INDEMNIFICATION

1. The CONTRACTOR shall protect his own interest against loss or damage by fire, lightning or any other cause to any part of his construction, plant, tools, equipment and any temporary structure provided by him to facilitate his work.
2. The CONTRACTOR shall furnish the AUTHORITY with satisfactory proof of carriage of the insurance required and such policies shall be endorsed naming the AUTHORITY as a co-insured or additional insured.
3. The CONTRACTOR shall take out and maintain during the life of this Contract, such public liability and property damage insurance in the form and with insurance companies acceptable to AUTHORITY, shall protect him, AUTHORITY, Engineer, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them.
4. The minimum limit for such insurance shall be \$1,000,000 for injury to or accidental death of any one person and \$300,000 for injuries or accidental death for any one accident and \$25,000 for property damage.
5. The CONTRACTOR shall also take out and maintain during the life of this Contract, automobile liability insurance limited to a minimum of \$1,000,000 for injuries or accidental death to any one person and \$300,000 for injuries or accidental death for any one accident and \$25,000 for property damage.

#### B. RISKS, BLAME, ETC.

1. The CONTRACTOR must assume all risks and bear any loss occasioned by neglect or accident during the progress of the work or service until the same shall have been completed and accepted by the Engineer or AUTHORITY. The CONTRACTOR agrees to indemnify, defend and save harmless the AUTHORITY from all suit and claims for damages, loss or injury to persons or property received or sustained from the CONTRACTOR or his agents in the performance of the work under his Contract.
2. CONTRACTOR must properly protect all adjacent work during the progress of construction, work or service and make good all damage that may occur to any work herein specified or to adjacent property in consequence of the work herein specified. He must also assume all blame or loss by reason of neglect or violation of local or State laws, ordinances and regulations, encroachments upon

neighbors, or from any other cause.

### C. CONTRACTOR'S LIABILITY

1. The work in every respect shall be under the charge and in care of the CONTRACTOR and at his risk. He shall properly safeguard against any or all injury or damage to the public, to any property, material or thing, except where stipulated otherwise in the specifications and shall alone be responsible for any such damage or injury from his undertaking of this work to any person or persons or thing connected therewith. He shall indemnify and save harmless the AUTHORITY from all suites or actions at law of any kind whatsoever in connection with this work and shall if required, show evidence of settlement of any such action before final payment is made by the AUTHORITY.

### D. TAXES

1. The CONTRACTOR must deduct the Manufacturer's Excise Tax, if any, which the AUTHORITY as a political sub-division is exempt from paying. The AUTHORITY agrees that they will execute the necessary Form of Tax Exemption Affidavits, when presented to them by the CONTRACTOR. Also, the CONTRACTOR must exclude the Pennsylvania sales Tax allowance, if any. The AUTHORITY agrees that they will execute the necessary Sales Tax Exemption Affidavits.

### E. BONDS

1. The CONTRACTOR shall furnish at the time of execution of the Contract, two (2) Bonds with Surety to be approved by the AUTHORITY as follows:
2. One (1) for the amount of one hundred percent (100%) of the amount of Contract Price conditioned for the faithful performance of said Contract, including the indemnification of the AUTHORITY in all respects set forth in these General Conditions and Specifications.
3. One (1) for one hundred percent (100%) of the amount of Contract Price conditioned to pay for all labor and materials which may be furnished to the CONTRACTOR for or toward any and all work comprised by the Contract or which may enter into the Contract with right in all persons, firms, or corporations furnishing such labor or materials to sue on said Bond in the name of the AUTHORITY, for his, their, or its use.

### F. BOND APPROVAL OF DCSWA

1. Surety bonds are subject to the approval of the AUTHORITY. No surety bond will be approved unless the bonding company shall have a rating of at least "B+" in Best's Key Rating Guide and shall be approved by the United States Department of the Treasury as a surety company acceptable on Federal Bonds

The bonds shall be duly executed by the successful bidder as principal, and by the Signers of the Agreement of Prepared Surety, or Sureties. If the AUTHORITY determines that the Sureties are not acceptable, the bidder shall replace the bond with bonds offered by Sureties which are acceptable to the AUTHORITY within ten (10) days of notification by the AUTHORITY.

2. All Bonds signed by an agent must be accompanied by a certified copy of the AUTHORITY to act.

#### **G. DELIVERY OF BONDS**

1. When CONTRACTOR delivers the executed Contract, CONTRACTOR shall also deliver to AUTHORITY such Bonds as CONTRACTOR may be required to furnish in accordance with Contract. Such bond is attached and marked as Addendum I.

#### **H. SUBSTITUTE BONDING COMPANY**

1. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in the state of the point of delivery or the surety ceases to meet the requirements of Contract, CONTRACTOR shall within five (5) days thereafter substitute another Bond and surety, both of which must be acceptable to AUTHORITY.

#### **I. ASSIGNMENT**

1. The contract awarded by the AUTHORITY shall not be assigned or sub-let by the CONTRACTOR and the CONTRACTOR shall not employ the services of any sub-contractor.

#### **J. HOURS OF OPERATION/SUBJECT TO CHANGE**

1. Operating hours and days may be changed from time to time to accommodate changing conditions or emergency situations.
2. The CONTRACTOR acknowledges the possibility that one or both of the Transfer Stations may be closed temporarily or permanently for repairs, demolition or new construction.

#### **K. ROAD CONDUCT**

1. Road Littering: All trailer openings shall be securely closed while in transit to prevent littering. Tarps must be used when transporting municipal solid waste, demolition waste or residual waste.

2. Convoy style movement by trucks when approaching and using the Route to Chester, Pennsylvania or Earl Township, Pennsylvania, must maintain a distance of at least one-quarter mile from each other.
3. Speeding above the posted limits will not be tolerated.
4. CONTRACTOR shall not operate overweight vehicles transporting waste.

**L. COMPLIANCE WITH RULES AND REGULATIONS**

1. All provisions of Authority Ordinance #90-4, as amended, shall apply to this contract.
2. CONTRACTOR must comply with all provisions applicable to Pennsylvania Act 101, known as the Municipal Waste Planning, Recycling and Waste Reduction Act and any other local State or Federal ordinances, statutes, rules or regulations that apply to the services required under this Contract.

**M. DAMAGES TO FACILITIES/PROPERTY**

1. The CONTRACTOR will be liable for any damage to the facilities. Upon completion of the contract, the Director will prepare a punch list of items requiring repair. Any properties damaged during the execution of this Contract shall be restored or repaired at the CONTRACTOR's expense to the satisfaction of the Director, or, if private property is involved, the property owner. Failure by the CONTRACTOR to correct the damage could result in the AUTHORITY's making the necessary correction deducting the cost thereof from money due the CONTRACTOR.
2. In case any direct or indirect injury is done to any buildings and existing structures, or to public or private property of any kind or to any materials, or fixtures, by or because of the work in consequence of any act or omission on the part of the CONTRACTOR, his employees or agents, or his subcontractors, the CONTRACTOR, at his own cost and expense, except when hereinafter specified otherwise, shall restore such buildings, structures, property, materials, etc. to a condition equal or similar to that existing before such damage or injury was done by repairing, rebuilding, or otherwise, as may be required by the property AUTHORITY, or shall make good such damage or injury in a satisfactory manner.

**N. UNFORESEEN CIRCUMSTANCES**

1. It is possible, due to unforeseen circumstances, that during the term of this contract, the Westinghouse Resource Facility may not be capable of accepting all of the waste which is to be transferred and transported under the terms of this contract.

2. All trash delivered on a given day must be removed to the Westinghouse Resource Facility by 6:00 P.M. or Colebrookdale by 4:00 P.M. All trash that is delivered after 6:00 P.M. shall be allowed to remain for next day delivery.
3. The AUTHORITY reserves the right to direct any or all accepted waste to be transported by the CONTRACTOR to either Colebrookdale Landfill or the Westinghouse Resource Recovery Facility.
4. The AUTHORITY reserves the right to terminate this Contract with 90 days written notice to the CONTRACTOR.

**O. MAINTENANCE PROGRAM**

1. CONTRACTOR shall be aware the packer equipment in Plant 3 is most vital to the operation of loading the trash into trailers. Therefore a daily/weekly/monthly maintenance program to keep the equipment in excellent working condition is a must, at CONTRACTOR's cost. The AUTHORITY will cooperate by having periodic checkouts at it's discretion done by the manufacturers representative at AUTHORITY cost.
2. General Maintenance of both Transfer Stations is CONTRACTOR's responsibility as follows:
  - A. Overhead doors in working condition when contract commences. After said date it is then CONTRACTOR's responsibility.
  - B. Clean out drain trap quarterly; located in compact area.
  - C. All roadways around building to be kept clean of litter, fill pot holes and grade ruts, wheel tracks, etc.
  - D. Any damage outside building walls is CONTRACTOR's responsibility.
  - E. Toilet facilities will be provided with your cooperation in maintaining them in a sanitary fashion, maintenace by DCSWA.
  - F. Remove snow from areas that could hamper truck traffic of private customers and municipal trucks.
  - G. Removal and disposal of leachate collected at the Transfer Stations.
3. Bulk material (white goods, etc.) must be removed from the incoming trash and placed in a roll-off container, kept on site and supplied by CONTRACTOR. When directed by the Solid Waste Director, said roll-off will be taken to Westinghouse Resource Recovery Facility being paid the same rate for which the facility trash is being delivered to Westinghouse.

**P. PERMITS, LICENSES AND CERTIFICATES**

1. The CONTRACTOR shall procure all permits, licenses, pay all charges and fees, and give notices necessary and incident to the due and lawful prosecution of the work. He shall obtain and furnish the AUTHORITY all required approval and other certificates. The CONTRACTOR shall pay for all State, County and City fees, permits, licenses, taxes, etc., if said fees, permits, licenses, taxes, etc., are necessary.

**Q. PATENT PROTECTION**

1. The CONTRACTOR shall agree to indemnify and save harmless the AUTHORITY against all claims, demands, suits, or actions of any kind for actual or alleged infringements of patent rights in the use, sale, or re-sale of the equipment of any part hereof furnished or used in the fulfillment of the Contract to be awarded.

**R. HIRING OF EMPLOYEES**

1. In the hiring of employees for the performance of the work, no CONTRACTOR or subcontractor shall, by reason of race, religion, creed, or color, discriminate against any citizen who is qualified and available to perform the work to which the employment relates.

**S. DUTIES OF AUTHORITY**

1. In the performance of the work, the CONTRACTOR shall conform to all orders, directions and requirements of the AUTHORITY and shall perform all work to the satisfaction of the AUTHORITY, and, at such times and places, by such methods, and in such a manner and sequence as they may require, and the work shall, at all stages, be subject to their inspection.
2. The AUTHORITY shall determine the amount, quality, acceptability and fitness of the service and shall decide all other questions in connection with the service. The CONTRACTOR shall employ no plant equipment materials, methods or men, to which the AUTHORITY objects, and shall remove no plant, materials, equipment or other facilities from the Site of the work without permission. Upon request, the AUTHORITY shall confirm, in writing, and oral order, direction, requirements, or determination.
3. The enumeration herein, or in the specifications, or particular instances in which the opinion, judgement, discretion or determination of the AUTHORITY shall control, or in which service shall be performed to its satisfaction, or subject to its inspection, shall not imply that only matters of a nature similar to those enumerated shall be so governed and performed, but without exception all services shall be so governed and so performed.

## T. MISCELLANEOUS

### 1. Giving Notice

Whenever any provision of the Service Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 2. Computation of Time

When any period of time is referred to in the Service Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

## U. SUSPENSION, CANCELLATION AND TERMINATION

### 1. AUTHORITY May Suspend

AUTHORITY may, at any time and without cause, suspend the furnishing of Services at one or both Transfer Stations by notice in writing to CONTRACTOR. Upon fifteen days written notice from AUTHORITY, CONTRACTOR shall resume performance if the services were temporarily suspended. CONTRACTOR will be allowed an extension of the Contract Time, directly attributable to any suspension.

### 2. AUTHORITY May Cancel

AUTHORITY may, at any time without cause, upon ten days written notice to CONTRACTOR, cancel all or any part of the unfurnished Services.

### 3. AUTHORITY May Terminate

Upon the occurrence of any one or more of the following events:

- A. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, U.S. Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- B. If a petition is filed against CONTRACTOR under any chapter of said Bankruptcy Code as now or hereafter in effect at the time of filing, or if

a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

- C. If CONTRACTOR makes a general assignment for the benefit of creditors;
- D. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law, or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;
- E. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due; or
- F. A breach by CONTRACTOR in any substantial way of any provision of the Contract and such breach continues for a period of fifteen days after written notice to correct the breach from AUTHORITY to CONTRACTOR.
- G. If the AUTHORITY closes one or both of the Transfer Stations for the repair, construction, demolition or reconstruction of said facility.
- H. AUTHORITY may, after giving CONTRACTOR and the surety ten days written notice and to the extent permitted by law, terminate the services of CONTRACTOR. In such case, CONTRACTOR shall not be entitled to receive any further payment until all Services are furnished in accordance with the Contract. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs to AUTHORITY of such termination (including compensation for additional professional services), such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to AUTHORITY. Such costs incurred by AUTHORITY will be incorporated in a Change Order, but when exercising any rights or remedies under this paragraph, AUTHORITY shall not be required to obtain the lowest price.
- H. Where CONTRACTOR's services have been so terminated by AUTHORITY, the transaction will not affect any rights and remedies of AUTHORITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by AUTHORITY will not release CONTRACTOR.

**V. SETTLEMENT OF DISPUTES**

1. Any and all suits brought by the CONTRACTOR upon any objection or claim shall be brought exclusively in the Courts within the County of Delaware having jurisdiction of such claims.

**W. LAWS**

1. In all the operations connected with the work herein specified, all Federal Laws, State Laws and Local Laws or Ordinances, controlling or limiting in any way the actions of those engaged in the work, or affecting the method of doing the work or materials applied to it, must be respected and strictly complied with.
2. The Federal Occupational Safety and Health Act of 1970 must be complied with plus any and all amendments.
3. The Pennsylvania Human Relations act of 1965 as amended, must be complied with plus any and all amendments.
4. The prevention of environment pollution and the preservation of public natural resources, Act 247, Legislature Session of 1972, must be complied with plus any and all amendments.
5. Current Non-Discrimination Clause of the PA Human Relations Commission must be complied with.
6. Pennsylvania Act 101, known as the Municipal Waste Planning, Recycling and Waste Reduction Act.
7. Ordinance 90.4 of the County of Delaware, as amended.

**X. FINANCIAL STATEMENT**

CONTRACTOR shall furnish with its proposal its latest audited Financial Statement.

**Y. REFERENCES**

CONTRACTOR shall furnish with its proposal a list of commercial references.

## SECTION IV

### DELAWARE COUNTY SOLID WASTE AUTHORITY VENDOR/CONTRACTOR'S INSURANCE REQUISITION

#### A. COMPREHENSIVE GENERAL LIABILITY:

CONTRACTOR shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any sub-contractors, if any, performing work covered by this Contract, from all claims for loss arising from Property damage, personal injury and bodily injury including accidental death. Such Insurance Policy shall include Products and Completed Operations coverage and include coverage for damages which may arise from the Operations of the CONTRACTOR or by any sub-contractor or by anyone directly or indirectly employed by either of the two. The Combined Single Limit of Liability required is \$1,000,000 per occurrence with a deductible of no more than \$1,000.

#### B. VEHICLES

Comprehensive Business Automobile Coverage shall be maintained with a Combined Single Limit of liability in an amount no less than \$1,000,000 per occurrence with no deductible.

#### C. CATASTROPHE UMBRELLA LIABILITY

1. One Million Dollars in excess of Primary General Liability, Vehicle Liability and Employers Liability Insurance must be provided by the CONTRACTOR.
2. The Delaware County Solid Waste Authority shall be named as additional insured on all policies insofar as the specific contract is concerned. In addition, the CONTRACTOR shall furnish AUTHORITY with a certificate of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration. All policies should also contain a sixty (60) day notice of cancellation clause.

#### Note:

If the CONTRACTOR maintains a self-insurance program or a limited self-insurance program for any or all of the exposures listed above, a complete description of the program with information on excess carriers and funding arrangements should be provided. In the event that the worker's compensation is self-insured, a copy of the current exemption certificate shall be provided.

D. WORKER'S COMPENSATION:

Worker's Compensation Insurance required by Pennsylvania law covering all AUTHORITY's employees and all employees of the general contractors and all subcontractors. In the alternative, a current certificate of Exempt status from the Pennsylvania Department of Labor and Industry is acceptable if the AUTHORITY is an Exempt Self-Insurer in the State of Pennsylvania.

E. EMPLOYER'S LIABILITY INSURANCE:

Employer's Liability Insurance with limits not less than \$5,000,000 per accident or employee disease.

The Delaware County Solid Waste Authority shall be named as an additional insured on all policies insofar as the specific contract is concerned. In addition, the CONTRACTOR shall furnish the AUTHORITY with a certificate of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration. All policies should also contain a sixty (60) day notice of cancellation clause.

In Witness Whereof, the CONTRACTOR and the AUTHORITY have hereunto caused their common Corporate Seals to be affixed hereto duly attested by their proper officers the day and year aforesaid.

CONTRACTOR

*Joseph B. Mariani*  
*Joseph B. Mariani*

ATTEST:

*[Signature]*

DELAWARE COUNTY SOLID WASTE AUTHORITY

*Joseph [Signature] Chairman*  
*Anthony J. Grosso Asst Sec'y*

ATTEST: \_\_\_\_\_

## ADDENDUM II

THIS ADDENDUM to the Agreement made on November 16, 1995, by and between EMPIRE SANITARY LANDFILL, INC. hereinafter called CONTRACTOR and DELAWARE COUNTY SOLID WASTE AUTHORITY, hereinafter called AUTHORITY amends and modifies said Agreement as follows:

1. CONTRACTOR shall secure a two year Performance Bond in the amount of Five Million Dollars (\$5,000,000.00). This Performance Bond shall be renewed on the 20th month of the bond term for a like amount and like terms. This Bond will be renewed every two (2) years during the course of the Contract which runs for ten (10) years with a five (5) year option.
2. CONTRACTOR will be named as an additional insured on the fire insurance policy currently in force on behalf of the AUTHORITY at said AUTHORITY Transfer Stations.
3. The AUTHORITY will not be named as an additional insured on the CONTRACTOR'S workers' compensation policy.
4. CONTRACTOR shall be allowed to carry a deductible of Twenty-Five Thousand Dollars (\$25,000.00) on its General Liability Coverage.
5. CONTRACTOR may determine the type of equipment needed to be used in the administration of this Contract. CONTRACTOR will warrant that the type of equipment used will be sufficient to complete the Contract as agreed.
6. CONTRACTOR agrees to enter into a side letter agreement with the AUTHORITY on a cost reduction per ton over Four Hundred and Nine Thousand Seven Hundred (409,700) tons per year within two (2) weeks of the execution of this Addendum.
7. The AUTHORITY will notify CONTRACTOR by 1:00 p.m. on any day that the waste for the next day will be directed to the Colebrookdale Landfill unless an emergency arises that prohibits the AUTHORITY from notifying the CONTRACTOR by the time noted above.
8. AUTHORITY will give priority to CONTRACTOR as best possible upon each entry to the Colebrookdale Landfill.

9. CONTRACTOR shall be permitted to have its designated and authorized personnel access to the Colebrookdale Landfill to observe the dumping of CONTRACTOR'S vehicles.

10. CONTRACTOR shall be responsible for supplying salt and cinders at Transfer Stations 1 and 3 in case of snow and adverse conditions.

11. The term "FACILITIES" shall be defined as the Westinghouse Resource Recovery Facility in Chester, Pennsylvania and/or AUTHORITY'S Colebrookdale Landfill in Earl Township, Berks County, Pennsylvania.

12. In the event of an emergency, the CONTRACTOR may deviate from the Route specified in Section II. C. provided however, that State Highways must always be used and further provided that the within the City limits of Chester, the routes provided in the Agreement must be followed; and further provided that the route set forth in the Agreement for deliveries to Colebrookdale Landfill must be adhered to. CONTRACTOR shall notify the AUTHORITY of any deviation from the route set forth in the original Contract.

13. That Section II. F. under the heading of COMPLIANCE WITH RULES AND REGULATIONS be modified to have the last sentence of that paragraph to read as follows: "The Authority shall have the right to cancel this Contract at any time during the Contract period if the Pennsylvania Department of Environmental Protection (DEP) or the United States Environmental Protection Agency (EPA) require a change of operating procedure for the disposal of municipal solid waste, demolition waste and residual waste at Transfer Stations Plant No. 1 or No. 3 which change requires that this Contract be cancelled."

14. That Section II. H.1. be amended so that the last sentence reads as follows: "This equipment shall be made available for inspection by duly authorized AUTHORITY personnel."

15. That Section II. H.5. be amended to delete the term "Department of Environmental Resources (DER)."

16. That Section II. J.1 be amended to delete the term "Department of Environmental Resources (DER)."

17. That Section II. K.2. be amended to read as follows: "Should the substituted equipment not be provided within three (3) hours and the AUTHORITY then redirects trash to another facility, such additional expenses, if any, incurred by the AUTHORITY for the redirection of trash shall be the obligation of the CONTRACTOR."

18. That Section II. K.3. be amended to read as follow: "CONTRACTOR and AUTHORITY shall continue performance of the Contract during all disputes or disagreements with the AUTHORITY. No furnishing of services shall be prejudiced, delayed or postponed pending resolution of any disputes or disagreements except where the CONTRACTOR and the AUTHORITY may otherwise agree in writing.

19. That Section III. E.1. be amended to read as follows: "The CONTRACTOR shall furnish at the time of execution of the Contract a bond with Surety to be approved by the AUTHORITY, such approval shall not be unreasonably withheld, as follows." ...

20. That Section III. F.1., the first sentence shall be amended as follows: "Surety Bonds are subject to the approval of the AUTHORITY. The approval by the AUTHORITY will not be unreasonably withheld.

21. That Section III. E.2-3., shall be amended to reference the paragraph 1 above of this Addendum.

22. That Section III. H.1., shall be amended to allow a ten (10) day period of time in which to provide a substitute bond.

23. That Section III. M.2., shall be amended to delete the word "property" from the last word of the third line of this paragraph.

24. That Section III. O.2.A., shall be amended to read "Overhead doors shall be in working condition when the contract commences. After said date, it is then the CONTRACTOR'S responsibility."

25. That Section III. T.1., shall be amended to set forth each party's registered office as follows:

Delaware County Solid Waste Authority  
Rose Tree Park/Hunt Club  
1521 N. Providence Road  
Media, Pennsylvania.

Empire Sanitary Landfill, Inc.  
398 South Keyser Avenue  
Taylor, PA 18517

26. That Section III. U.2, shall be amended to provide for a ninety (90) day written notice of cancellation to the Contract.

27. That Section III. X., shall be amended to provide that said "financial statements be considered proprietary information and will be maintained in a confidential manner and used only as necessary for the purpose of this Contract.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first above written.

WITNESS:

DELAWARE COUNTY SOLID WASTE  
AUTHORITY

DATED: Nov. 16<sup>th</sup> 1995

BY: [Signature]  
(SEAL)

ATTEST: [Signature: Anthony J. Grosso]  
(SEAL)

EMPIRE SANITARY LANDFILL, INC.

DATED: Nov 16, 1995

BY: [Signature]  
(SEAL)

ATTEST: [Signature] Asst Secy  
(SEAL)

## ADDENDUM II

THIS ADDENDUM to the Agreement made on November 16, 1995, by and between EMPIRE SANITARY LANDFILL, INC. hereinafter called CONTRACTOR and DELAWARE COUNTY SOLID WASTE AUTHORITY, hereinafter called AUTHORITY amends and modifies said Agreement as follows:

1. CONTRACTOR shall secure a two year Performance Bond in the amount of Five Million Dollars (\$5,000,000.00). This Performance Bond shall be renewed on the 20th month of the bond term for a like amount and like terms. This Bond will be renewed every two (2) years during the course of the Contract which runs for ten (10) years with a five (5) year option.
2. CONTRACTOR will be named as an additional insured on the fire insurance policy currently in force on behalf of the AUTHORITY at said AUTHORITY Transfer Stations.
3. The AUTHORITY will not be named as an additional insured on the CONTRACTOR'S workers' compensation policy.
4. CONTRACTOR shall be allowed to carry a deductible of Twenty-Five Thousand Dollars (\$25,000.00) on its General Liability Coverage.
5. CONTRACTOR may determine the type of equipment needed to be used in the administration of this Contract. CONTRACTOR will warrant that the type of equipment used will be sufficient to complete the Contract as agreed.
6. CONTRACTOR agrees to enter into a side letter agreement with the AUTHORITY on a cost reduction per ton over Four Hundred and Nine Thousand Seven Hundred (409,700) tons per year within two (2) weeks of the execution of this Addendum.
7. The AUTHORITY will notify CONTRACTOR by 1:00 p.m. on any day that the waste for the next day will be directed to the Colebrookdale Landfill unless an emergency arises that prohibits the AUTHORITY from notifying the CONTRACTOR by the time noted above.
8. AUTHORITY will give priority to CONTRACTOR as best possible upon each entry to the Colebrookdale Landfill.

9. CONTRACTOR shall be permitted to have its designated and authorized personnel access to the Colebrookdale Landfill to observe the dumping of CONTRACTOR'S vehicles.

10. CONTRACTOR shall be responsible for supplying salt and cinders at Transfer Stations 1 and 3 in case of snow and adverse conditions.

11. The term "FACILITIES" shall be defined as the Westinghouse Resource Recovery Facility in Chester, Pennsylvania and/or AUTHORITY'S Colebrookdale Landfill in Earl Township, Berks County, Pennsylvania.

12. In the event of an emergency, the CONTRACTOR may deviate from the Route specified in Section II. C. provided however, that State Highways must always be used and further provided that the within the City limits of Chester, the routes provided in the Agreement must be followed; and further provided that the route set forth in the Agreement for deliveries to Colebrookdale Landfill must be adhered to. CONTRACTOR shall notify the AUTHORITY of any deviation from the route set forth in the original Contract.

13. That Section II. F. under the heading of COMPLIANCE WITH RULES AND REGULATIONS be modified to have the last sentence of that paragraph to read as follows: "The Authority shall have the right to cancel this Contract at any time during the Contract period if the Pennsylvania Department of Environmental Protection (DEP) or the United States Environmental Protection Agency (EPA) require a change of operating procedure for the disposal of municipal solid waste, demolition waste and residual waste at Transfer Stations Plant No. 1 or No. 3 which change requires that this Contract be cancelled."

14. That Section II. H.1. be amended so that the last sentence reads as follows: "This equipment shall be made available for inspection by duly authorized AUTHORITY personnel."

15. That Section II. H.5. be amended to delete the term "Department of Environmental Resources (DER)."

16. That Section II. J.1 be amended to delete the term "Department of Environmental Resources (DER)."

17. That Section II. K.2. be amended to read as follows: "Should the substituted equipment not be provided within three (3) hours and the AUTHORITY then redirects trash to another facility, such additional expenses, if any, incurred by the AUTHORITY for the redirection of trash shall be the obligation of the CONTRACTOR."

18. That Section II. K.3. be amended to read as follow: "CONTRACTOR and AUTHORITY shall continue performance of the Contract during all disputes or disagreements with the AUTHORITY. No furnishing of services shall be prejudiced, delayed or postponed pending resolution of any disputes or disagreements except where the CONTRACTOR and the AUTHORITY may otherwise agree in writing.

19. That Section III. E.1. be amended to read as follows: "The CONTRACTOR shall furnish at the time of execution of the Contract a bond with Surety to be approved by the AUTHORITY, such approval shall not be unreasonably withheld, as follows." ...

20. That Section III. F.1., the first sentence shall be amended as follows: "Surety Bonds are subject to the approval of the AUTHORITY. The approval by the AUTHORITY will not be unreasonably withheld.

21. That Section III. E.2-3., shall be amended to reference the paragraph 1 above of this Addendum.

22. That Section III. H.1., shall be amended to allow a ten (10) day period of time in which to provide a substitute bond.

23. That Section III. M.2., shall be amended to delete the word "property" from the last word of the third line of this paragraph.

24. That Section III. O.2.A., shall be amended to read "Overhead doors shall be in working condition when the contract commences. After said date, it is then the CONTRACTOR'S responsibility."

25. That Section III. T.1., shall be amended to set forth each party's registered office as follows:

Delaware County Solid Waste Authority  
Rose Tree Park/Hunt Club  
1521 N. Providence Road  
Media, Pennsylvania.

Empire Sanitary Landfill, Inc.  
398 South Keyser Avenue  
Taylor, PA 18517

26. That Section III. U.2, shall be amended to provide for a ninety (90) day written notice of cancellation to the Contract.

27. That Section III. X., shall be amended to provide that said "financial statements be considered proprietary information and will be maintained in a confidential manner and used only as necessary for the purpose of this Contract.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first above written.

WITNESS: DELAWARE COUNTY SOLID WASTE AUTHORITY

DATED: Nov. 16' 1995

BY: [Signature]  
(SEAL)

ATTEST: Anthony J. Gioso Ass't Sec'y  
(SEAL)

EMPIRE SANITARY LANDFILL, INC.

DATED: 11-16-95

BY: [Signature]  
(SEAL)

ATTEST: [Signature] Ass't Sec'y  
(SEAL)

## **APPENDIX C**

ORDINANCE NO. 97-1  
COUNTY OF DELAWARE  
PENNSYLVANIA

An Ordinance of the County Council of the County of Delaware, Pennsylvania, Amending Ordinance No. 90-4, as Heretofore Amended, Which Ordinance Provided for Waste Flow Control of County Municipal Waste and Established Rules and Regulations Governing the Use of Solid Waste Facilities Owned by the County of Delaware, to Suspend the Mandated Flow Control Provisions of the Ordinance and to Authorize the Delaware County Solid Waste Authority to Set Rates and Terms for the Disposal of Commercial Municipal Waste at County-Designated Facilities.

WHEREAS the County Council of the County of Delaware adopted Ordinance No. 90-4 pursuant to the provisions of the Municipal Waste Planning, Recycling, and Waste Reduction Act of the Commonwealth of Pennsylvania, Act of July 28, 1988, P.L. 556, No. 101, Pa. Stat. Ann. Tit. 53, §§ 4000.101-.1904 (Purdon Supp. 1990) [Act 101], which assigns the duty to the County of Delaware to develop and implement a municipal waste management plan to insure adequate permitted capacity for the processing and disposal of the municipal waste which is generated within the boundaries of the County of Delaware; and

WHEREAS, pursuant to Section 303(d) of Act 101, the County Council delegated to the Delaware County Solid Waste Authority [the "Authority"], through the Amendment to Service Agreement, dated April 3, 1993, certain obligations and duties under Act 101, including but not limited to the enforcement of Ordinance No. 90-4, as amended, and the Delaware County Solid Waste Plan.

NOW, THEREFORE, it is hereby enacted and ordained by the County Council of the County of Delaware, Pennsylvania, that:

**Section 1. Suspension of Mandated Flow Control of Acceptable Waste to County Designated Facilities.**

The effect, operation, and enforcement of Section 2 of Ordinance No. 90-4, which section is entitled "mandated Flow of Acceptable Waste to County Designated Facilities", and Section 9.c, entitled "Violations, Suspensions, Revocations and Penalties—Use of Non-County Designated Facilities", shall be suspended and held in abeyance until such time, if any, as the Congress of the United States enacts legislation specifically authorizing entities such as the County of Delaware and/or the Authority to implement waste flow control. In the event that such federal legislation is enacted, then the County of Delaware may reinstate the effectiveness, operation, and enforcement of Sections 2 and 9.c of Ordinance No. 90-4 by duly adopted resolution.

**Section 2. Establishment of Tipping Fees and Other Conditions for the Disposal of Commercial Waste.**

a. Section 7.b of Ordinance No. 90-4, which section sets forth the tipping fee for the disposal of Commercial Waste, is hereby repealed and no longer shall be of any force or effect.

b. The Authority shall have the discretion to establish the tipping fees to be charged for the disposal of Commercial Waste, as well as the other terms under which Commercial Waste will be accepted for disposal, at County-Designated Facilities.

**Section 3. Saving Clause and Severability.**

a. Except as herein specifically amended, all other provisions of Ordinance No. 90-4, as heretofore amended, shall remain in full force and effect.

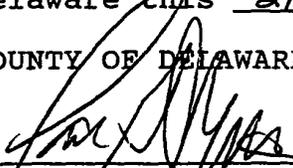
b. In the event that any provision of this Ordinance is held invalid or is enjoined by any court or other forum of appropriate jurisdiction, it is the intent of this Ordinance that the remaining provisions be severable and remain in effect.

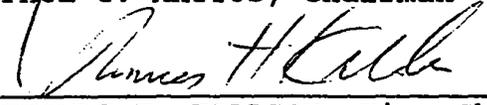
**Section 4. Effective Date.**

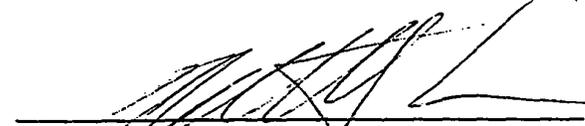
This Ordinance shall become effective the tenth (10th) day following its adoption.

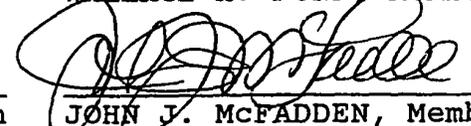
ENACTED AND ORDAINED by the County Council of the County of Delaware this 21<sup>st</sup> day of January, 1997.

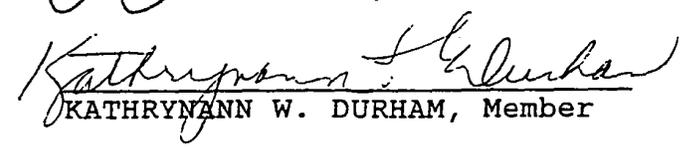
COUNTY OF DELAWARE by:

  
\_\_\_\_\_  
PAUL G. MATTUS, Chairman

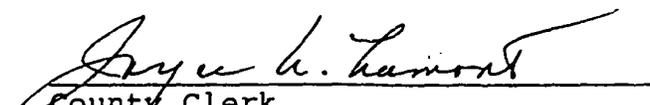
  
\_\_\_\_\_  
THOMAS H. KILLION, Vice-Chairman

  
\_\_\_\_\_  
WALLACE H. NUNN, Member

  
\_\_\_\_\_  
JOHN J. MCFADDEN, Member

  
\_\_\_\_\_  
KATHRYNANN W. DURHAM, Member

Attest:

  
\_\_\_\_\_  
County Clerk

99 NOV 12 4 8:30

DELAWARE COUNTY  
SOLID WASTE AUTHORITY

## **APPENDIX D**

DELAWARE COUNTY MUNICIPAL WASTE FLOW CONTROL ORDINANCE

ORDINANCE NO. 90-4  
COUNTY OF DELAWARE  
PENNSYLVANIA

AN ORDINANCE OF THE COUNTY COUNCIL  
OF THE COUNTY OF DELAWARE, PENNSYLVANIA, ESTABLISHING  
WASTE FLOW CONTROL OF COUNTY MUNICIPAL WASTE; PROVIDING  
RULES AND REGULATIONS GOVERNING THE USE OF COUNTY DESIGNATED  
FACILITIES; IMPLEMENTING THE DELAWARE COUNTY SOLID WASTE MANAGEMENT  
PLAN; AND REPEALING ORDINANCE NO. 86-7 AS HERETOFORE AMENDED.

ENACTED AND ORDAINED: December 26, 1990.  
EFFECTIVE DATE: January 5, 1991.

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DELAWARE COUNTY MUNICIPAL WASTE FLOW CONTROL ORDINANCE

ORDINANCE NO. 90-4  
COUNTY OF DELAWARE  
PENNSYLVANIA

AN ORDINANCE OF THE COUNTY COUNCIL  
OF THE COUNTY OF DELAWARE, PENNSYLVANIA, ESTABLISHING  
WASTE FLOW CONTROL OF COUNTY MUNICIPAL WASTE; PROVIDING  
RULES AND REGULATIONS GOVERNING THE USE OF COUNTY DESIGNATED  
FACILITIES; IMPLEMENTING THE DELAWARE COUNTY SOLID WASTE MANAGEMENT  
PLAN; AND REPEALING ORDINANCE NO. 86-7 AS HERETOFORE AMENDED.

WHEREAS, the Solid Waste Management Act of the Commonwealth of Pennsylvania, Act of July 7, 1980, P.L. 380, No. 97, Pa. Stat. Ann. tit. 35, §§6018.101-.1003 (Purdon Supp. 1990) ("Act 97"), was enacted to establish a comprehensive planning and regulatory framework for the storage, collection, transportation, processing and disposal of solid waste, including municipal waste, as defined in Section 103 of Act 97, Pa. Stat. Ann. tit. 35, §6018.103 (Purdon Supp. 1990); and

WHEREAS, the County Council of the County of Delaware, pursuant to the provisions of Act 97, developed in 1985 a comprehensive municipal waste management plan (the "Delaware County Solid Waste Management Plan") to provide for the long-term (25-year) storage, transportation, processing and disposal of Delaware County municipal waste; and

WHEREAS, 48 of 49 municipalities adopted ordinances approving the Delaware County Solid Waste Management Plan and directing the flow of municipal waste to facilities designated in the plan; and

WHEREAS, the County Council of the County of Delaware, pursuant to the provisions of Act 97 and pursuant to the authorization of 48 of 49 municipalities in the County of Delaware, adopted the Delaware County Solid Waste Management Plan; and

WHEREAS, the County Council of the County of Delaware adopted Ordinance No. 86-7 implementing the Delaware County Solid Waste Management Plan; and

WHEREAS, the Delaware County Solid Waste Management Plan includes long-term capital commitments and irrevocable contracts to implement municipal waste processing and disposal facilities consistent with the Delaware County Solid Waste Management Plan; and

WHEREAS, the Municipal Waste Planning, Recycling, and Waste Reduction Act of the Commonwealth of Pennsylvania, Act of July 28, 1988, P.L. 556, No. 101, Pa. Stat. Ann. tit. 53, §§4000.101-.1904 (Purdon Supp. 1990) ("Act 101"), assigns the duty to the County of Delaware to develop and implement a municipal waste management plan to insure adequate permitted capacity for the processing and disposal of the municipal waste which is generated within the boundaries of the County of Delaware; and

WHEREAS, Act 101 does allow, and the County Council of the County of Delaware has determined it appropriate, for the Delaware County Solid Waste Management Plan to serve as the County's approved plan for municipal waste, and is to be revised in accordance with the provisions of Act 101 to serve as the County's long-term municipal waste management plan; and

WHEREAS, the Delaware County Solid Waste Management Plan, as revised pursuant to Act 101, designates the following major

facilities for the processing and disposal of all Delaware County municipal waste:

- (1) the County's two (2) municipal waste transfer stations for the processing and transfer of all Acceptable Waste to the Westinghouse Resource Recovery Facility,
- (2) the Westinghouse Resource Recovery Facility for the incineration of all Acceptable Waste, and
- (3) the Delaware County Solid Waste Authority's Colebrookdale Landfill for the disposal of Acceptable Waste, and upon completion of the Westinghouse Resource Recovery Facility, for the disposal of ash and bypass waste.

WHEREAS, Section 303(c) of Act 101 empowers the County Council of the County of Delaware to adopt such ordinances, resolutions, regulations and standards for the processing and disposal of municipal waste as are necessary to implement the Delaware County Solid Waste Management Plan, as revised from time to time pursuant to Act 101, and

WHEREAS, pursuant to Section 303(e) of Act 101, the County Council of the County of Delaware has determined it necessary to control the flow of municipal waste in accordance with the requirements of Act 101, and thereby ensure the long-term economic viability of the County's designated transfer stations, resource recovery facility and municipal waste landfill, ensure that these facilities can be adequately financed, moderate the costs of these facilities over the long-term, protect existing capacity, and assist

in the development of markets for recyclable materials to guarantee a steady flow of such materials; and

WHEREAS, in order to finance and assure compliance with the terms of the County's agreement with Westinghouse Corporation, it is necessary for the County of Delaware and its Municipalities to continue their legally enforceable commitments to assure the delivery of all Acceptable Waste, as hereinafter defined, generated within the County to the County Designated Facilities; and

WHEREAS, the County Council of the County of Delaware has accordingly determined to enact this Ordinance requiring the disposal of all Acceptable Waste generated within the County at the County Designated Facilities; forbidding the collection or transportation of Acceptable Waste generated in the County other than in vehicles and containers permitted by the County; and providing additional rules and regulations governing Solid Waste collection, transportation, processing and disposal as are necessary to implement Act 97, Act 101 and the Delaware County Solid Waste Management Plan, as revised from time to time pursuant to Act 101; and

WHEREAS, for all of the reasons herein set forth, it is in the public interest that this Ordinance be enacted as provided herein;

NOW, THEREFORE, it is hereby enacted and ordained by the County Council of the County of Delaware, Pennsylvania, that:

**Section 1. Definitions.**

a. "Acceptable Waste" means that portion of Solid Waste which can be Processed and has characteristics such as that collected and

disposed as part of normal municipal collection of Solid Waste in the County, such as, but not limited to: garbage, trash, rubbish, paper and cardboard, plastics, refuse, beds, mattresses, sofas, White Goods, bicycles, baby carriages, automobile or small vehicle tires, as well as Processible portions of commercial, industrial and institutional Solid Waste, and wood and lumber, tree limbs, ties, logs and trees if no more than six (6) feet long and/or six (6) inches in diameter, branches, leaves, twigs, grass and plant cuttings; excepting, however, Unacceptable Waste or Hazardous Waste.

b. "Act 97" means the Solid Waste Management Act, Act of July 7, 1980, P.S. 380, No. 97, Pa. Stat. Ann. tit. 35, §§6018.101-.1003 (Purdon Supp. 1990), as now or hereafter amended.

c. "Act 101" means the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 556, No. 101, Pa. Stat. Ann. tit. 53, §§4000.101-.1904 (Purdon Supp. 1990), as now or hereafter amended.

d. "Commercial Waste" means all Acceptable Waste other than Residential Waste.

e. "County" means the County of Delaware, Pennsylvania.

f. "County Designated Facility" or "County Designated Facilities" means the Solid Waste processing or disposal facilities designated in Sections 2.b.1. and 2.b.2. of this Ordinance and/or subsequently designated pursuant to Section 2.b.3. of this Ordinance.

g. "Delaware County Solid Waste Management Plan" or "Plan" means the Delaware County Solid Waste Management Plan of 1985, as amended and as revised from time to time pursuant to Act 101.

h. "Existing Facility" means any Facility which, on the effective date of this Ordinance, is permitted to or otherwise does operate within the County of Delaware.

i. "Facility" means land, structures and other appurtenances or improvements where the processing, treatment, disposal or other handling of Solid Waste is permitted or takes place, whether or not such operation processes, treats, disposes or otherwise handles Solid Waste generated within the County of Delaware.

j. "Hazardous Waste" means any material, substance or waste, regardless of quantity, which by reason of its composition or characteristic is (a) toxic or hazardous waste as defined in or identified in either the Solid Waste Disposal Act, 42 U.S.C. §§6901-6991i, as replaced or amended, and the regulations thereunder, or in the Pennsylvania Solid Waste Management Act, 35 P.S. §§6018.101-.1003, as replaced or amended, and the regulations thereunder, or (b) special nuclear or by-products material within the meaning of Atomic Energy Act of 1954, 42 U.S.C. §§2201, et seq. as replaced or amended. If any governmental agency or unit having appropriate jurisdiction shall determine that substances which are not presently considered harmful, toxic or dangerous, are harmful, toxic or dangerous, then such substances shall be included as Hazardous Waste upon the effective date of such determination.

k. "Mandated Recyclables" means materials that are required to be separated from Acceptable Waste at the point of generation in accordance with the Plan or as required by County or Municipality Ordinance.

1. "Licensee" means a Person applying for or issued a Solid Waste Hauling License pursuant to the provisions of Section 3 of this Ordinance.

m. "Municipality" means a township, borough or city located within the County of Delaware, Pennsylvania.

n. "New Facility" means any Facility which, after the effective date of this Ordinance, is permitted to or otherwise does operate within the County of Delaware.

o. "Person" means any individual, firm, partnership, corporation, association, institution, cooperative enterprise, Municipality, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. In connection with any provision of this Ordinance prescribing a fine, penalty, remedy, or suspension or revocation of any License, or any combination of the foregoing, the term "Person" shall include the officers and directors of any corporation or other legal entity having officers and directors, if the officer or director actively participated in the act or omission resulting in the fine, penalty, remedy, or suspension or revocation of any License.

p. "Process," "Processible," "Processed" or "Processing" means incineration to dispose of Acceptable Waste and obtain energy and other materials that are economically recoverable from the Facility operation.

q. "Residential Waste" means Acceptable Waste generated in the County of Delaware from single-family dwelling units, individually owned townhouses and condominiums, or a building or

group of buildings under common ownership and comprising multiple-family dwelling units not exceeding four (4) units per building or group of buildings; provided, that all residents of such single-family dwelling units, townhouses, condominiums, building or group of buildings utilize individual refuse containers not requiring the use of container handling devices on collection vehicles. Acceptable Waste generated from a building or group of buildings under common ownership and comprising more than four (4) multiple-family dwelling units shall constitute "Commercial Waste." "Residential Waste" shall also include such items of public municipal waste as street sweepings and the like.

r. "Resource Recovery Facility" means the Westinghouse Corporation owned and operated Solid Waste Resource Recovery Facility and all additions and replacements thereto and improvements thereof including all buildings, roadways, equipment and other improvements located on the premises on which the facility is located.

s. "Solid Waste" means all materials, substances or wastes that are generally discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including garbage, refuse, industrial, institutional and commercial waste, rubbish, ashes, demolition and construction debris and offal; excluding sewage and other highly diluted water-carried materials or substances, and materials and substances in gaseous form.

t. "Solid Waste Hauling License" or "License" means a License

issued pursuant to Section 3 of this Ordinance governing the collection and transportation of Acceptable Waste.

u.. "Solid Waste Hauling Sticker" or "Sticker" means an authorization issued pursuant to Section 3 of this Ordinance for a particular vehicle or container used for the collection or transportation of Acceptable Waste.

v. "Unacceptable Waste" means Mandated Recyclables and that portion of Solid Waste, exclusive of Hazardous Waste, such as, but not limited to, explosives, infectious, pathological, chemotherapeutic and biological waste, radioactive materials, ashes, foundry sand, sludges, cesspool and other human waste, human and animal remains, offal from slaughterhouses and wholesale food processing establishments, motor vehicles, including such major motor vehicle parts as automobile transmissions and blocks, batteries, engines, rear ends, springs, and fenders, trailers, wire and cable, agricultural and farm machinery and equipment, marine vessels and major parts thereof, any other large type of machinery or equipment, substantial quantities of liquid wastes (excluding moisture in Solid Waste resulting from precipitation) or nonburnable construction materials and/or demolition debris, rock, gravel and other earthen materials.

w. "White Goods" means refrigerators, washing machines, dryers, window air conditioners, hot water heaters and other major home appliances.

All other words and phrases not specifically capitalized and defined herein shall have the same meanings as set forth in Act 97 or Act 101, as they may hereinafter be amended or supplemented by legislation or by regulation.

**Section 2. Mandated Flow Control of Acceptable Waste to County Designated Facilities.**

a. **Mandated Flow Control:** All Acceptable Waste generated in the County of Delaware shall be collected, transported and delivered to the County Designated Facilities in compliance with this Ordinance.

b. **County Designated Facilities:** The County Designated Facilities subject to the flow control terms, conditions and requirements of this Ordinance are as follows:

1. Transfer Station No. 1, 2300 Concord Road, Feltonville, Chester Township.

2. Transfer Station No. 3, Sussex Boulevard and Marpit Drive, Lawrence Park Industrial Center, Broomall, Marple Township.

3. Any Facility which may hereafter be designated by the Director of the Solid Waste Management Department of the County of Delaware.

c. **Captive Facilities:** This Section 2 shall not apply to Solid Waste going to existing or future onsite captive disposal facilities used by a commercial, institutional or industrial establishment for the exclusive disposal of Solid Waste generated by that commercial, institutional or industrial establishment.

**Section 3. Solid Waste Hauling Licenses and Stickers.**

a. **Solid Waste Hauling License:** All Persons collecting or transporting Acceptable Waste within the County shall obtain a Solid Waste Hauling License from the Office of the Solid Waste Management Department of the County of Delaware.

b. Solid Waste Hauling Stickers: Each vehicle or container used for the collection or transportation of Acceptable Waste must be registered with the Office of the Solid Waste Management Department and identified with two Solid Waste Hauling Stickers bearing a Solid Waste Hauling License number, and for vehicles, the vehicle license plate number.

c. Solid Waste Hauling License Application: Solid Waste Hauling License application forms may be obtained at the Office of the Solid Waste Management Department of the County of Delaware on or after the first day of December of each calendar year. Only one License application form may be submitted for any Person. A completed application and a certified check payable to the Treasurer, County of Delaware, in payment of the License application fee and Sticker fees, as hereinafter set forth, must be filed in the Office of the Solid Waste Management Department for processing on or before the first day of January of each calendar year. Data, including but not limited to the following, shall be included in each Solid Waste Hauling License application:

i. Vehicles and Containers: The identification of each and every vehicle and/or container to be used by the Licensee for the collection and transportation of Acceptable Waste.

ii. Stickers: The number and type of Stickers being applied for.

iii. Vehicle Registration: A photostat on an 8 1/2 x 11 inch sheet of paper of the certificate of registration or owner's card for each vehicle.

iv. Insurance: A certificate of insurance for each vehicle for which Stickers are to be issued, attesting to the fact that there is in effect for each such vehicle a policy of insurance issued by a company authorized to issue insurance in the Commonwealth of Pennsylvania providing liability coverage in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.

v. Municipality Collection Rules, Regulations, and Ordinances: A copy of the rules and regulations and/or ordinances governing the collection or transportation of Acceptable Waste in each municipality in which the Licensee proposes to operate.

vi. Hauler Certification: Each non-Municipality applicant for Type M Stickers shall provide written certification from each Municipality served that the applicant is under current contract with either the Municipality or residential occupants to provide refuse disposal service and must also supply written certification from said Municipality as to the number and type of residences served, and the approximate number of occupants served. These certifications shall be kept current by the Licensee.

vii. Vehicle Inspection Sticker: Evidence that, for each authorized vehicle, the applicant is in possession of a current vehicle inspection sticker issued either by the Commonwealth of Pennsylvania or by the State in which the vehicle is registered.

viii. Establishment of Tare Weight: In making application for Stickers for any new or replacement vehicle or container, the Licensee must make arrangements for a weighing of such units on the County truck scales for the purpose of establishing a tare weight.

This shall be done prior to making application or putting the unit into service, and all vehicles and containers must be completely empty or they will not be weighed. The County weigh master shall issue a form (#302) to the driver, on which the correct tare weight of the vehicle or container will be written. It shall be the responsibility of the Licensee to affix a copy of this form (#302) to his application and also to have the correct tare weight printed on both sides of the unit prior to Sticker issuance.

ix. Quantities of Refuse: Each applicant shall state the quantities of refuse to be accepted and delivered to the County Designated Facilities. Licensees shall not, on their applications, over-estimate the quantities of refuse in any other than a de minimis fashion.

x. Additional Data: Each applicant shall provide any additional data, information, certification, etc., including information as to commercial pick-ups, deemed necessary by the Solid Waste Management Department in order to verify the information contained in the application and to implement the provisions of this Ordinance.

d. Types of Solid Waste Hauling Stickers: No vehicle or container shall be eligible to receive more than one type of Sticker. The following types of Stickers shall be available:

i. Type M: This type of Sticker shall be issued for vehicles owned by Municipalities that collect Residential Waste, and for vehicles owned by private haulers who collect Residential Waste either under the terms of a contract with a specific Municipality or under the terms of an agreement, either direct or indirect, with the

owner or tenant of a dwelling unit generating Residential Waste. Trucks equipped with container handling attachments or which co-mingle Residential Waste and Commercial Waste will not be issued Type M Stickers.

ii. Type C: This type of Sticker shall be issued for vehicles and for containers used in the collection of Commercial Waste whether such vehicles or containers are owned by a Municipality, a private hauler, or the generator of such Commercial Waste. Licensees who co-mingle in the same vehicle or container both Residential Waste and Commercial Waste shall, if otherwise eligible, be issued only a Type C Sticker for such vehicle or container.

iii. Type S: This type of Sticker shall be issued, at the option of the Director of the Solid Waste Management Department, for vehicles or containers used in the collection of Commercial Waste, where the vehicle or container will be used to collect Commercial Waste from a waste generator whom the Director of the Solid Waste Management Department identifies as being engaged in a specialized type of activity which generates Commercial Waste, but also generates Unacceptable Wastes or Hazardous Wastes. Such a Sticker may be issued to the waste generator itself or to the Licensee. The Director shall also have the authority to designate the type of vehicle or container for which such a Sticker shall be issued, for the purpose of insuring that the vehicle or container is used only for the collection of Acceptable Waste from the waste generator or Licensee to whom the Sticker is issued.

iv. Type R: This type of Sticker shall be issued to roll-off and lugger containers.

This shall be done prior to making application or putting the unit into service, and all vehicles and containers must be completely empty or they will not be weighed. The County weigh master shall issue a form (#302) to the driver, on which the correct tare weight of the vehicle or container will be written. It shall be the responsibility of the Licensee to affix a copy of this form (#302) to his application and also to have the correct tare weight printed on both sides of the unit prior to Sticker issuance.

ix. Quantities of Refuse: Each applicant shall state the quantities of refuse to be accepted and delivered to the County Designated Facilities. Licensees shall not, on their applications, over-estimate the quantities of refuse in any other than a de minimis fashion.

x. Additional Data: Each applicant shall provide any additional data, information, certification, etc., including information as to commercial pick-ups, deemed necessary by the Solid Waste Management Department in order to verify the information contained in the application and to implement the provisions of this Ordinance.

d. Types of Solid Waste Hauling Stickers: No vehicle or container shall be eligible to receive more than one type of Sticker. The following types of Stickers shall be available:

i. Type M: This type of Sticker shall be issued for vehicles owned by Municipalities that collect Residential Waste, and for vehicles owned by private haulers who collect Residential Waste either under the terms of a contract with a specific Municipality or under the terms of an agreement, either direct or indirect, with the

owner or tenant of a dwelling unit generating Residential Waste. Trucks equipped with container handling attachments or which co-mingle Residential Waste and Commercial Waste will not be issued Type M Stickers.

ii. Type C: This type of Sticker shall be issued for vehicles and for containers used in the collection of Commercial Waste whether such vehicles or containers are owned by a Municipality, a private hauler, or the generator of such Commercial Waste. Licensees who co-mingle in the same vehicle or container both Residential Waste and Commercial Waste shall, if otherwise eligible, be issued only a Type C Sticker for such vehicle or container.

iii. Type S: This type of Sticker shall be issued, at the option of the Director of the Solid Waste Management Department, for vehicles or containers used in the collection of Commercial Waste, where the vehicle or container will be used to collect Commercial Waste from a waste generator whom the Director of the Solid Waste Management Department identifies as being engaged in a specialized type of activity which generates Commercial Waste, but also generates Unacceptable Wastes or Hazardous Wastes. Such a Sticker may be issued to the waste generator itself or to the Licensee. The Director shall also have the authority to designate the type of vehicle or container for which such a Sticker shall be issued, for the purpose of insuring that the vehicle or container is used only for the collection of Acceptable Waste from the waste generator or Licensee to whom the Sticker is issued.

iv. Type R: This type of Sticker shall be issued to roll-off and lugger containers.

e. License Application and Sticker Fees:

i. The application fee for a Solid Waste Hauling License pursuant to this Section 3 shall be, for the present time, One-Hundred and Fifty Dollars (\$150.00) per application.

ii. The fee for Solid Waste Hauling Stickers pursuant to this Section 3, for each vehicle or container to be used for the collection and/or transportation of Acceptable Waste, shall be, for the present time, Fifty Dollars (\$50.00) per sticker for Type M Stickers; Fifty Dollars (\$50.00) per sticker for Type C Stickers; One-Hundred Dollars (\$100.00) per sticker for Type S Stickers; and, Twenty Dollars (\$20.00) per sticker for Type R Stickers.

iii. The Director of the Solid Waste Management Department may from time to time amend the Solid Waste Hauling License application fee, and the Solid Waste Hauling Sticker fees.

The intent of charging such fees is to cover the administrative costs of implementing this Ordinance, with particular reference to the determination that vehicles and containers used to deliver Acceptable Waste to the County Designated Facilities comply with the provisions of this Ordinance; it is not the intent of such fees that any vested rights in a License or Stickers be conferred upon the holder, or that any Licensee have a vested right to deliver Acceptable Waste to the County Designated Facilities.

f. License Issuance: The Solid Waste Management Department shall issue a Solid Waste Hauling License on the basis of a complete and accurate application meeting the requirements of this Section and payment of the required application and Sticker Fees. The Solid Waste Management Department will issue two Stickers for each vehicle

or container applied for in the application. A Solid Waste Hauling License and Solid Waste Hauling Stickers shall be valid from March 1 to February 28 of each calendar year.

**Section 4. Solid Waste Hauling License Rules and Regulations.**

The following rules and regulations govern the use of Solid Waste Hauling Licenses issued by the Solid Waste Management Department:

a. **Vehicle Design and Construction:** A Solid Waste Hauling Sticker will not be issued, and may not be used, for any vehicle or container which does not meet the following specifications:

i. Totally and permanently enclosed body of welded steel construction. Roll-off containers and dump trucks shall be completely covered with a tarpaulin and made as airtight as possible.

ii. Provided with a means of loading only at the top, side, or rear, depending upon the design of the totally and permanently enclosed body; all vehicles must be capable of unloading automatically.

iii. So constructed that no waste can be carried at any place upon said vehicle other than in the enclosed body.

iv. So equipped that all loading or unloading openings on the bodies have adequate, tightly fitted doors or covers with latches or clamps to keep them closed and rubber or other suitable gaskets to render them leak-proof, spill-proof, dust-proof, and odor-proof.

b. **Sticker Display:** Stickers shall be permanently affixed to both sides of the cab or body of each vehicle, in full view of the scale house operator. Any Sticker which is excessively marred, defaced, or otherwise rendered unidentifiable shall be declared

void, and a new Sticker must be obtained from the Solid Waste Management Department.

c. Vehicle Registration: Licensees must notify the Solid Waste Management Department in writing within seventy-two (72) hours after receipt of a new license issued to a vehicle for which Stickers have previously been granted, attaching thereto a copy of the new registration or owner's card. The Stickers of a vehicle which is traded in on another vehicle or sold become void. New Stickers are required when a different vehicle is acquired.

d. Certificates of Insurance: Certificates of insurance must be kept current for each vehicle for which Stickers have been issued; and, in the event a policy of insurance should lapse, be suspended or revoked, the Stickers issued to the vehicle shall be suspended until such time as a current policy is obtained and a certificate so attesting is filed with the Solid Waste Management Department.

e. Municipality Collection Rules, Regulations and Ordinances: Each Licensee shall have the responsibility of filing with the Solid Waste Management Department current regulations or ordinances relating to the Municipalities served by the Licensee, if they are changed or revised. In the event the Licensee does not do so, his License shall be suspended until there is compliance with this provision.

f. Vehicle Inspection Stickers: Vehicle inspection stickers must be kept current for each vehicle for which Solid Waste Hauling Stickers have been issued; in the event that any such vehicle

inspection sticker should lapse, be suspended or revoked, the Solid Waste Hauling Stickers for that vehicle shall be suspended until a new vehicle inspection sticker is acquired and submitted to the Solid Waste Management Department.

g. Quantities of Refuse: Only the quantities of refuse estimated in the License application will be accepted. Additional waste, significantly and frequently beyond the estimate, will be accepted only if approved by the Solid Waste Management Department and accompanied by a written statement from the hauler explaining why the quantities differ from those stated in the application. All Acceptable Waste quantities have been designated for disposal at specific plants and will be treated on a plant-by-plant and day-to-day basis.

h. Non-Transferability: A Licensee shall not transfer, assign, or in any way alter a License or Sticker, except with the written approval of the Solid Waste Management Department.

i. Hauler Identification: The collector's name and address as well as the tare weight of the vehicle shall be painted on both sides of the vehicle cab with letters not less than six (6) inches high. The tare weights of all roll-off containers must similarly be clearly and permanently printed on both sides of the container.

j. Inspection of Facilities and Records: It shall be a condition of holding a License or Stickers that each Licensee or generator:

1. Open his facilities to inspection by the Director of the Solid Waste Management Department and his designees

during reasonable hours but not necessarily on prior notice by the Director of the Solid Waste Management Department; and

2. Maintain an accurate log book of incoming and outgoing vehicles/containers, including location of containers, routes of vehicles, and place of final disposal of waste which shall be open to inspection by the Director of the Solid Waste Management Department and his designees.

k. Designation of Specialized Waste Generators: The Director of the Solid Waste Management Department is hereby authorized to designate individual waste generators as being engaged in a specialized type of activity which generates Commercial Waste but also generates Unacceptable Wastes or Hazardous Wastes, which list shall be maintained for public inspection in the Solid Waste Management Department. The purpose of so designating such specialized waste generators is not to imply that any such waste generator in fact disposes of Unacceptable Wastes or Hazardous Wastes in an improper manner but only to recognize the possibility of such improper disposal; and, accordingly, there is no right to a hearing on or appeal of the Director's designation. If the vehicle or container is the property of the waste generator, then the vehicle or container shall bear the waste generator's name and address thereon, in accordance with Section 4.i. of this Ordinance. If the vehicle or container is the property of a hauler and is leased to the waste generator, then the vehicle or container shall bear both the hauler's and the waste generator's names and addresses, in accordance with Section 4.i. of this Ordinance. It shall be a violation of this Ordinance for any Licensee to deliver

to the County Designated Facilities any Acceptable Waste from such a waste generator unless such Acceptable Waste is in a vehicle or container bearing Type S Stickers; and, it shall be a violation of this Ordinance for any Licensee to deliver to the County Designated Facilities, in a vehicle or container bearing Type S Stickers, any Acceptable Waste other than that generated by the waste generator to whom the Type S Stickers have been issued.

1. Co-mingling Waste: No Commercial Waste or out-of-county Solid Waste shall be co-mingled with Residential Waste in any vehicle for which Type M Stickers have been issued.

Section 5. Operating Procedures.

a. Weigh-In: All vehicles approaching a County Designated Facility shall stop at the scale to be weighed. Vehicles must come to a full stop prior to driving into the scales; quick stopping or starting on a scale is prohibited. All personnel must leave the vehicle during weighing, and all helpers shall remain outside the limits of the dumping floor. After weighing, the vehicle must not leave the scales until authorized by the scale operator; thereupon, the driver alone shall proceed as directed. At the discretion of the scale operator, vehicles may be required to return to the scales for verification of tare weight. The Solid Waste Management Department reserves the right, as a condition of retaining a valid License, to order a Licensee to adjust the printed tare weight on the vehicle to reflect the accurate tare weight.

b. Dumping: After weighing, and at the direction of the scale operator, each vehicle shall proceed to a dumping location and unload as directed by the dumping floor operator. If no operator is

on duty, the vehicle shall proceed to any open dumping location. In no case shall any vehicle dump directly onto the tipping floor unless specifically directed to do so by duly authorized plant personnel. Each vehicle shall discharge its contents as quickly as possible and leave by the opposite end of the tipping floor, or as directed by plant personnel. Any raised body must be lowered prior to moving. In addition, each vehicle shall be equipped with a back-up warning alarm which will operate when the vehicle is in reverse gear.

c. Scavenging: No hand sorting or picking over of trash is permitted at any time.

d. Safety: Each vehicle and operator shall exercise safety in all operations at the County Designated Facilities. The speed limit on County Designated Facility roads is fifteen (15) miles per hour.

e. Hours of Operation: The days and hours during which materials will be accepted for disposal at the County Designated Facilities will be posted at each facility, and no Acceptable Waste may be disposed at the County Designated Facilities at any other time.

f. Inspection of Facilities: The issuance of a License to a Licensee, and its continued validity, shall give to the County a right to inspect the Licensee's facilities during reasonable hours for the purpose of insuring the Licensee's compliance with this Ordinance. Refusal by the Licensee to permit such inspection shall result in the suspension of the License and all Stickers issued to the Licensee until such time as the Licensee has authorized such inspection.

g. Voluntary Submission of Loads for Inspection: No Person shall be guilty of a violation of this Ordinance if, prior to dumping a load at a County Designated Facility, he:

i. informs a code enforcement officer or the plant superintendent that the load may contain Hazardous Waste or Unacceptable Waste,

ii. dumps the load at a place designated by the code enforcement officer or the plant superintendent,

iii. remains present, with his vehicle and/or container, while the load is inspected, and

iv. promptly removes any Hazardous Waste, or Unacceptable Waste, as directed by the code enforcement officer or plant superintendent.

The code enforcement officer or plant superintendent may, however, in his sole discretion, refuse to inspect such a load (for example, because he believes that the time taken in inspection will cause a back-up or delay in dumping by other vehicles) and direct the Licensee to dispose of the load at a Pa DER permitted facility.

h. Refusal to Dump: Except as provided in Section 5.g., no Licensee or his driver, once having entered the County Designated Facility, shall leave without having dumped the load in the place and in the manner specifically directed by duly authorized plant personnel and/or code enforcement officers of the Solid Waste Management Department. In the event that any alleged failure of the Licensee's equipment prevents dumping, he shall move his vehicle to such location on the plant premises as he is directed by plant

personnel and/or code enforcement officers and make prompt arrangement for equipment repair, at his own expense, so that the load may be dumped before the vehicle leaves the plant.

i. Removal of Hazardous or Unacceptable Waste: The Licensee shall, at the direction of plant personnel and/or code enforcement officers and at his own expense, remove any Hazardous Waste or Unacceptable Waste deposited by the Licensee at any County Designated Facility within two (2) hours of being directed to do so.

Section 6. Control and Discretion of County.

a. Reservation of Rights: The County reserves the right, in its sole discretion, to limit either the days or hours of operation when it will receive Acceptable Waste at County Designated Facilities. The County also reserves the right, in its sole discretion, to refuse to receive Acceptable Waste on a temporary basis. Should the County elect to refuse to accept any such Acceptable Waste, then the holder of any current License issued by the County shall be required to make his own arrangements, at his own expense, to dispose of any Acceptable Waste collected by him at facilities other than the County Designated Facilities, and shall be relieved during such period of the imposition of violations.

b. Right to Direct or Redirect: The County, acting through its Solid Waste Management Department, reserves the right, in its sole discretion, to designate the particular County Designated Facility at which a particular Stickered vehicle may dump Acceptable Waste and also reserves the right to redirect any such vehicle to an alternate County Designated Facility if for any reason the Solid Waste Management Department deems it to be in the best interests of the County to do so.

**Section 7. Charges:**

a. **Residential Waste:** There shall be no charge at this time for the disposal of Residential Waste by a Licensee as to those vehicles owned by such Licensee for which Type M Stickers have been issued pursuant to the provisions of this Ordinance.

b. **Commercial Waste:** There shall be a charge of Sixty-Two Dollars (\$62.00) per ton, payable by the Licensee, for the disposal of Commercial Waste by a Licensee from a vehicle for which Type C or Type S Stickers have been issued pursuant to the provisions of this Ordinance.

c. **Payments:** All charges pursuant to this Section 7 are payable monthly to the Solid Waste Management Department. In the event that a Licensee demonstrates a pattern of delinquency in completing payments, the Director of the Solid Waste Management Department, in his sole discretion, may suspend the Licensee's Solid Waste Hauling License and Solid Waste Hauling Stickers until all delinquencies have been satisfied, and may also require the Licensee to make advance payment in the approximate value of one (1) month's bill, or require payment in the form of cash or a certified check.

**Section 8. Registration and Reporting of Existing and New Facilities, Transporters and Generators.**

a. **Registration of Existing and New Facilities:** On or before January 1, 1991, every Existing Facility, other than County Designated Facilities, shall register with the Office of the Solid Waste Management Department of the County of Delaware. All New Facilities shall be required to register with the Office of the

Solid Waste Management Department of the County of Delaware within sixty (60) days prior to beginning operation. Registration is required whether or not a Pennsylvania Department of Environmental Resources' permit was, is or will be issued for the Facility.

b. Registration Requirements for Existing and New

Facilities: Registration by Existing Facilities and by New Facilities shall be on a form prepared by the Solid Waste Management Department of the County of Delaware and shall include the following information:

- i. Name and address of the Facility owner.
- ii. Name and address of the Facility operator.
- iii. Name and address of the Facility.
- iv. Identification of all PA DER and/or U.S. EPA permits issued or applied for, and the effective date and any expiration date for each such permit.
- v. Description of Solid Waste received, including the type and amount of Solid Waste processed or disposed.
- vi. Identification of all Persons from whom Solid Waste is received, including for each such Person the name, address and contact telephone number.
- vii. Identification of all Persons to whom Solid Waste is sent for processing or disposal, including for each such Person the name, address, contact telephone number and permit number.
- viii. Description of transportation, storage, processing or disposal operation.
- ix. Days and hours of operation.

x. Such other information as required by the County of Delaware or the Solid Waste Management Department of the County of Delaware.

c. Annual Reporting By Facilities: On or before January 30th of each calendar year, each Facility operating in the County of Delaware, other than County Designated Facilities, shall be required to report to the Solid Waste Management Department of the County of Delaware the following information pertaining to the Facility which relates to the operation of the Facility during the previous calendar year, or portion thereof:

i. Identification of all Persons from whom Solid Waste is received.

ii. The type and amount (in tons) of Solid Waste delivered by each Person from whom Solid Waste is received.

iii. The identification of all Persons or Facilities to whom Solid Waste is sent for processing or disposal, including for each such Person or Facility the name, address, contact telephone number and permit number, and the type and amount (in tons) of Solid Waste sent to each such Person or Facility.

iv. Any change to the registration information on file in the Solid Waste Management Department of the County of Delaware.

v. Such other information as required by the County of Delaware or the Solid Waste Management Department of the County of Delaware.

d. Registration of Solid Waste Transporters: On or before January 1, 1991, every transporter of Solid Waste that transports Solid Waste in or through the County of Delaware to Facilities other

than the County Designated Facilities, shall register with the Office of the Solid Waste Management Department of the County of Delaware. Any transporter of Solid Waste who, on the effective date of this Ordinance, does not transport Solid Waste in or through the County of Delaware to Facilities other than the County Designated Facilities, shall register with the Office of the Solid Waste Management Department of the County of Delaware within thirty (30) days prior to transporting Solid Waste in or through the County of Delaware to Facilities other than the County Designated Facilities.

e. Registration Requirements for Solid Waste Transporters:

Registration by transporters of Solid Waste that transport Solid Waste in or through the County of Delaware to Facilities other than the County Designated Facilities shall be on a form prepared by the Solid Waste Management Department of the County of Delaware and shall include the following information:

i. Name, address and contact telephone number of the transporter.

ii. Identification of all state or federal licenses or permits issued to, or applied for by, the transporter, including the effective date and any expiration date for each such license or permit.

iii. Identification of all Persons from whom Solid Waste not sent to a County Designated Facility is received, including for each such Person the name, address, contact telephone number, and type of Solid Waste received.

iv. Identification of all Persons or Facilities (other than the County Designated Facilities) to whom Solid Waste is

sent for processing or disposal, including for each such Person or Facility the name, address, contact telephone number, permit number and type of Solid Waste processed or disposed.

v. Such other information as required by the County of Delaware or the Solid Waste Management Department of the County of Delaware.

f. Annual Reporting of Solid Waste Transporters: On or before January 30th of each calender year, each transporter of Solid Waste that transports Solid Waste to Facilities other than the County Designated Facilities shall be required to report to the Solid Waste Management Department of the County of Delaware the following information pertaining to the transporter which relates to operations during the previous calender year, or portion thereof:

i. Identification of all Persons from whom Solid Waste not set to a County Designated Facility is received.

ii. The type and amount (in tons) of all Solid Waste received from each Person from whom Solid Waste not sent to a County Designated Facility is received.

iii. Identification of all Persons or Facilities (other than the County Designted Facilities) to whom Solid Waste is sent for processing or disposal, including for each such Person or Facility the name, address, contact telephone number, permit number and type of Solid Waste processed or disposed.

iv. Any change to the registration information on file in the Solid Waste Management Department of the County of Delaware.

v. Such other information as required by the County of

Delaware or the Solid Waste Management Department of the County of Delaware.

g. Registration of Generators of Unacceptable Waste and Hazardous Waste: On or before January 1, 1991, every commercial, institutional and industrial generator of Unacceptable Waste and/or Hazardous Waste located in the County of Delaware shall register with the Office of the Solid Waste Management Department of the County of Delaware. Any commercial, institutional or industrial establishment that does not generate Unacceptable Waste or Hazardous Waste on the effective date of this Ordinance, but generates Unacceptable Waste or Hazardous Waste subsequent to the effective date of this Ordinance, shall register with the Office of the Solid Waste Management Department of the County of Delaware within thirty (30) days after the initiation of operations.

h. Registration Requirements for Generators of Unacceptable Waste and Hazardous Waste: Registration by commercial, institutional and industrial generators of Unacceptable Waste and/or Hazardous Waste located in the County of Delaware shall be on a form prepared by the Solid Waste Management Department of the County of Delaware and shall include the following information:

i. Name, address and contact telephone number of the commercial, institutional or industrial establishment.

ii. Description of each type of Unacceptable Waste or Hazardous Waste generated.

iii. Identification of all Persons transporting, processing and disposing of the Unacceptable Waste or Hazardous

Waste generated, including for each such transporter, processor or disposer the name, address, state or federal license or permit number and contact telephone numbers.

iv. Such other information as required by the County of Delaware or the Solid Waste Management Department of the County of Delaware.

i. Annual Reporting by Generators of Unacceptable Waste and Hazardous Waste: On or before January 30th of each calender year, each commercial, institutional and industrial generator of Unacceptable Waste and/or Hazardous Waste located in the County of Delaware shall be required to report to the Solid Waste Management Department of the County of Delaware the following information pertaining to the commercial, institutional or industrial establishment which relates to operations during the previous calender year, or portion thereof:

i. The type and amount (in tons) of each Unacceptable Waste or Hazardous Waste stream generated by the commercial, institutional or industrial establishment.

ii. The transporter or transporters of each Unacceptable Waste or Hazardous Waste stream generated, including the type and amount (in tons) of Unacceptable Waste or Hazardous Waste received by each such transporter.

iii. The destination of each Unacceptable Waste or Hazardous Waste stream generated, including the type and amount (in tons) of Unacceptable Waste or Hazardous Waste sent to each such Person or Facility.

iv. Any change to the registration information on file in the Solid Waste Management Department of the County of Delaware.

v. Such other information as required by the County of Delaware or the Solid Waste Management Department of the County of Delaware.

j. Registration and Annual Reporting Fees : There shall be a fee for each registration and annual report filed pursuant to this Section 8:

i. \_\_\_\_\_ for each Existing Facility or New Facility filing a registration form, and \_\_\_\_\_ for each Existing Facility or New Facility filing an annual report.

ii. \_\_\_\_\_ for each transporter filing a registration form, and \_\_\_\_\_ for each transporter filing an annual report.

iii. \_\_\_\_\_ for each generator filing a registration form, and \_\_\_\_\_ for each generator filing an annual report.

Fees shall be payable to the Treasurer, County of Delaware, at the time the registration form or annual report is filed with the Office of the Solid Waste Management Department of the County of Delaware.

Section 9. Violations, Suspensions, Revocations and Penalties. The following suspensions, revocations and penalties shall be imposed for violations of this Ordinance.

a. Hazardous Waste. Any Licensee that delivers, or causes to be delivered, Hazardous Waste to a County Designated Facility shall:

i. For a first offense, suffer a suspension of the Licensee's Solid Waste Hauling License for a period of thirty (30) days, and said Solid Waste Hauling License shall not be reinstated

until the Licensee has paid a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00). In the event the Licensee persuades the hearing officer that the Licensee acted in good faith and was unaware of the presence of Hazardous Waste in the Licensee's load, and if the Hazardous Waste was de minimis in quantity, then the suspension on a first offense shall be five (5) days and the civil penalty shall be in an amount not to exceed Five Thousand Dollars (\$5,000.00).

ii. For a second offense, the penalty shall be a permanent revocation of the Licensee's Solid Waste Hauling License, which License may be reinstated, if ever, only in the sole discretion of the Director of the Solid Waste Management Department. If the Licensee establishes the above-described mitigating factors, the penalty on a second offense shall be reduced to a suspension of the Licensee's Solid Waste Hauling License for a period of thirty (30) days and a civil penalty in an amount not to exceed Ten Thousand Dollars (\$10,000.00).

iii. For a third offense, the penalty shall be a permanent revocation of the Licensee's Solid Waste Hauling License.

b. Unacceptable Waste. Any Licensee that delivers, or causes to be delivered, Unacceptable Waste to a County Designated Facility shall:

i. For a first offense, suffer a suspension of the Licensee's Solid Waste Hauling License for a period of ten (10) days, and said Solid Waste Hauling License shall not be reinstated until the Licensee has paid a civil penalty in an amount not to exceed Two Thousand, Five Hundred Dollars (\$2,500.00). In the event

the Licensee persuades the hearing officer that the Licensee acted in good faith and was unaware of the presence of Unacceptable Waste in the Licensee's load, and if the Unacceptable Waste was de minimis in quantity, then the suspension on a first offense shall be two (2) days and the civil penalty shall be in an amount not to exceed Two Thousand, Five Hundred Dollars (\$2,500.00).

ii. For a second offense, the penalty shall be a suspension of the Licensee's Solid Waste Hauling License for a period of thirty (30) days, and said Solid Waste Hauling License shall not be reinstated until the Licensee has paid a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00). If the Licensee establishes the above-described mitigating factors, the penalty on a second offense shall be reduced to a suspension of ten (10) days and a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00).

iii. For a third or subsequent offense, the penalty shall be a permanent revocation of the Licensees' Solid Waste Hauling License, which License may be reinstated, if ever, only in the sole discretion of the Director of the Solid Waste Management Department and upon the payment of a civil penalty in an amount not to exceed Ten Thousand Dollars (\$10,000.00).

c. Use of Non-County Designated Facilities. Any Licensee that delivers, or causes to be delivered, Acceptable Waste generated in the County to a Facility other than a County Designated Facility, shall:

i. For a first offense, suffer a suspension of the Licensee's Solid Waste Hauling License for a period of ten (10)

days, and said Solid Waste Hauling License shall not be reinstated until the Licensee has paid a civil penalty in an amount not to exceed Two Thousand, Five Hundred Dollars (\$2,500.00).

ii. For a second offense, the Licensee shall suffer a suspension of the Licensee's Solid Waste Hauling License for a period of twenty (20) days, and said Solid Waste Hauling License shall not be reinstated until the Licensee has paid a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00).

iii. For a third offense and all subsequent offenses, the Licensee shall suffer a suspension of the Licensee's Solid Waste Hauling License for a period of thirty (30) days and said Solid Waste Hauling License shall not be reinstated until the Licensee has paid a civil penalty in an amount not to exceed Ten Thousand Dollars (\$10,000.00).

In determining whether an offense is a first, second, third or subsequent offense under this subsection, it shall not matter whether the prior offense was of the same nature so long as it was an offense as defined in this Section 9. A Licensee who has had no prior offenses of this Ordinance for a continuous period of three (3) years shall be deemed to have had no prior offenses for purposes of this subsection.

d. Co-mingling of Residential and Commercial Waste. Any Licensee that collects or transports, or causes to be collected or transported, any Commercial Waste or any out-of-county Solid Waste in a vehicle bearing Type M Stickers shall:

i. For a first offense, suffer a suspension of the Licensee's Solid Waste Hauling License for a period of ten (10)

days, and said Solid Waste Hauling License shall not be reinstated until the Licensee had paid a civil penalty in an amount not to exceed Two Thousand, Five Hundred Dollars (\$2,500.00).

ii. For a second offense, the Licensee shall suffer a suspension of the Licensee's Solid Waste Hauling License for a period of twenty (20) days, and said Solid Waste Hauling License shall not be reinstated until the Licensee has paid a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00).

iii. For a third offense and all subsequent offenses, the Licensee shall suffer a suspension of the Licensee's Solid Waste Hauling License for a period of thirty (30) days, and said Solid Waste Hauling License shall not be reinstated until the Licensee has paid a civil penalty in an amount not to exceed Ten Thousand Dollars (\$10,000.00).

In determining whether an offense is a first, second, third or subsequent offense under this subsection, it shall not matter whether the prior offense was of the same nature so long as it was an offense as defined in this Section 9. A Licensee who has had no prior offenses of this Ordinance for a continuous period of three (3) years shall be deemed to have had no prior offenses for purposes of this subsection.

e. Other Ordinance Violations: Any Licensee or other Person violating any other provision of this Ordinance shall:

i. For a first offense, be subject to a civil penalty in an amount not to exceed Five Hundred Dollars (\$500.00).

ii. For a second offense, be subject to a civil penalty in an amount not to exceed One Thousand Dollars (\$1,000.00).

iii. For a third offense and all subsequent offenses, be subject to a civil penalty in an amount not to exceed Two Thousand Dollars (\$2,000.00)

In determining whether an offense is a first, second, third or subsequent offense under this subsection, it shall not matter whether the prior offense was of the same nature so long as it was an offense as defined in this Section 9. A Licensee or Person who has had no prior offenses of this Ordinance for a continuous period of three (3) years shall be deemed to have had no prior offenses for purposes of this subsection.

f. Amount of Civil Penalty: The amount of any civil penalty provided for in this Section 9 shall be established by the Director of the Solid Waste Management Department. In determining the amount of any civil penalty pursuant to this Section 9, the Director of the Solid Waste Management Department shall consider the seriousness of the violation; the willfulness of the violation; the effect of the violation on implementation of the Solid Waste Management Plan; savings resulting to the Person or Licensee in consequence of such violation; the deterrence of future violations; and, other relevant factors.

g. Imposition of Penalties and Administrative Hearings: The penalties provided by this Section 9 shall be imposed by the Director of the Solid Waste Management Department after giving a minimum of ten (10) days written notice to the Licensee or other Person. Upon a request of the Licensee or other Person, an administrative hearing shall be held before a hearing officer designated by the Delaware County Council; and, if such a hearing is

requested, the imposition of the penalty shall be held in abeyance pending the result of the hearing. Said penalty shall be deemed purely civil in nature and in no way shall be considered criminal violations. In any hearing, the burden of proof shall be upon the County by a preponderance of the evidence; but good faith shall not be a defense, except in subsections a and b of this Section 9, although the defense of de minimis shall be retained. In addition to the suspension and civil penalties provided in this Section 9, a Licensee adjudicated as having violated this Ordinance shall also pay the cost of the proceeding, namely: (i) the cost of attendance by a court reporter and any necessary transcription; and, (ii) if the Delaware County Council appoints as the hearing officer a person paid by a fee for holding individual hearings, the fee of the hearing officer. The sole reason for providing for a hearing is to provide a record adequate for judicial review in the event that the adjudication is challenged. Adjudications pursuant to this Section 9 shall be appealable pursuant to the Local Agency Law, 2 Appendix, 2 Pa. Cons. Stat. Ann §752.

h. Suspension of Solid Waste Hauling License: If a Solid Waste Hauling License is suspended or revoked pursuant to this Section 9, all Solid Waste Hauling Stickers held by the Licensee shall similarly be suspended or revoked until such time as the Solid Waste Hauling License is reinstated. In computing the period of suspension, any days on which the County Designated Facilities are not open shall not be included in or credited toward the suspension period.

i. Failure to Pay Civil Penalty: In the event that any civil

penalty imposed under this Ordinance remains unpaid after ten (10) days following the full and final disposition of the penalty proceedings, the Licensee's Solid Waste Hauling License shall be suspended until the civil penalty is paid.

j. Summary Offenses: Any Person violating any provision of this Ordinance, or any provision of the rules and regulations adopted hereunder may, upon conviction thereof at a summary proceeding, be sentenced to pay a fine of not more than One Thousand Dollars (\$1,000.00), together with the costs of prosecution, or be imprisoned in the County Jail for not more than 30 days, or both.

k. Multiple Violations: Each violation of any provision of this Ordinance, or any provision of the rules and regulations adopted hereunder, and each day that such a violation exists, shall constitute a separate violation and offense.

l. Cumulative Remedies: In addition to any other remedy provided in this Ordinance, the County may institute proceedings to restrain any violation of, or to require compliance with, this Ordinance and/or the rules and regulations adopted hereunder. The existence or exercise of any remedy under this Section 9 shall not prevent the County or the Solid Waste Management Department from exercising any other remedy provided under this Ordinance or under the rules and regulations adopted hereunder, or any remedy available at law or equity.

Section 10. Regulatory Authority of Director of the Solid Waste Management Department. The Director of the Solid Waste Management Department is authorized to enact rules and regulations consistent with the intent of this Ordinance. Violations of such rules and

regulations shall be considered violations of this Ordinance, subject to the sanctions provided in Section 9(e) hereof.

**Section 11. Subpoenas.** Pursuant to Section 1007 of the Delaware County Home Rule Charter, the hearing officer conducting hearings on violations of this Ordinance shall have the power to administer oaths, to compel the attendance of witnesses, and to require the production of records or other materials in connection with the subject of the hearing. Such power shall be to the full extent permitted by the Constitution and laws of the Commonwealth of Pennsylvania and shall be enforced in the manner prescribed by law.

**Section 12. Severability.** In the event that any provision of this Ordinance is held invalid or is enjoined by any court or other forum of appropriate jurisdiction, it is the intent of this Ordinance that the remaining provisions be severable and remain in effect; provided, however, that in the event of any such finding of invalidity, or in the event of entry of any injunction, whether preliminary or final, or of any temporary restraining order, the Director of the Solid Waste Management Department shall have the authority, pending further action by the County Council of the County of Delaware, to refuse to accept any and all Acceptable Waste from any Person at County Designated Facilities.

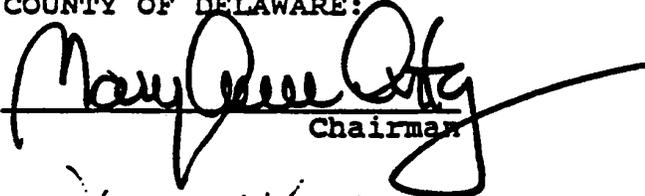
**Section 13. Repealer.** This Ordinance repeals County of Delaware Ordinance No. 82-3, as amended, and Ordinance 86-7 (as heretofore amended by Ordinance Nos. 89-1, 89-3 and 90-2), and all other existing Ordinances and Resolutions inconsistent with the intent and requirements of this Ordinance. The Resolution adopted by Delaware

County Council on October 4, 1988 (entitled "County of Delaware Acceptance and Approval of Ordinances Adopted by Local Municipalities Adopting and Approving the Delaware County Solid Waste Management Plan"), is specifically not repealed and shall remain in full force and effect.

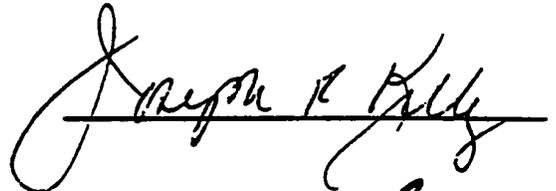
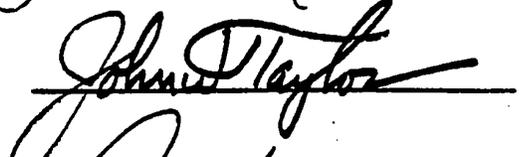
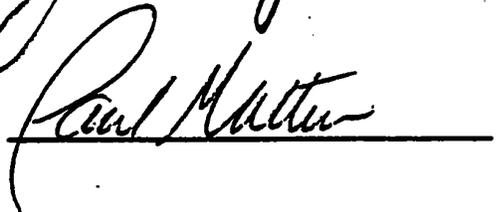
Section 14. Effective Date. This Ordinance shall take effect on the tenth (10th) day following its adoption.

ENACTED AND ORDAINED by the County Council of the County of Delaware, Pennsylvania, this 26<sup>th</sup> day of December 1990.

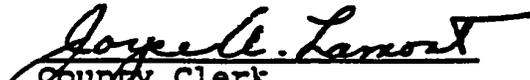
COUNTY OF DELAWARE:

  
Chairman

  
Vice-Chairman

Attest:

  
County Clerk

## **APPENDIX E**

# DELAWARE COUNTY SOLID WASTE AUTHORITY SOLID WASTE ADVISORY COMMITTEE

Minutes of May 29, 2002

A regularly scheduled meeting of the Delaware County Solid Waste Advisory Committee (SWAC) was held on Wednesday, May 29, 2002, in the office of the C.E.O. at the Authority's Office, Rose Tree Park – Hunt Club, 1521 N. Providence Road, Media, PA 19063.

Member attendees included:

Patricia Lewis-West	City Representative
Jack Ryan	First Class Township Representative
John Ferguson	Standing for Jack Holefelder, Business & Industry Rep.
William Gothier	Citizens' Group Representative
James McGinn	Private Solid Waste and Recycling Representative
Joseph W. Vasturia, P.E.	C.E.O. Delaware County Solid Waste Authority
Anthony J. Grosso	Director, Solid Waste Management Division
Susan Cordes	Delaware County Recycling Coordinator
Edward Peabody	Consultant

Mrs. Cordes convened the meeting, and then began by telling the members about the developments that had occurred since the last meeting of the SWAC.

- County Council had approved the Draft version of the Plan.
- PA DEP had responded to the Draft Plan with a few suggested minor revisions.
- The public comment period had come and gone. Only two letters were received, both from American Ref-Fuel.

Mrs. Cordes announced that some changes had been made to the Plan as suggested by PA DEP as well as addressing public comments and bringing the Plan up-to-date with recycling information, making the document a 2002 Plan.

After reviewing final changes and additions with the SWAC members, Mrs. Cordes noted that Delaware County had reached the county-wide recycling rate of 35% that is called for by the state a year earlier than the deadline of the end of 2002.

Once approved by the SWAC, Mrs. Cordes stated that the Plan would be sent to County Council for their approval once again and then onto PA DEP.

Upon PA DEP's approval of the Plan, Mrs. Cordes stated that, in addition to a number of printed versions of the Plan, the majority of the copies would be put onto CD's which would be distributed to the appropriate county offices, as well as municipal buildings, and libraries throughout the county.

MOTIONS:

Mr. McGinn made a motion for the SWAC to approve the Plan. Mr. Vasturia seconded the motion. The motion passed unanimously.

Mr. Ryan made a motion to submit the Plan to Delaware County Council for their approval. Mr. McGinn seconded the motion. The motion passed unanimously.

Mr. McGinn made a motion that once approved by County Council that the Plan be submitted to PA DEP for final approval. Mr. Gothier seconded the motion. The motion passed unanimously.

COMMENTS/QUESTIONS:

Mr. Vasturia commented on the "excellent job" Mrs. Cordes had done in her work on the Plan. All members present concurred.

ADJOURNMENT:

The meeting was adjourned at 10:35 a.m.

Respectfully submitted,

***Edward W. Peabody/sc***

Edward W. Peabody, Secretary

# DELAWARE COUNTY SOLID WASTE AUTHORITY SOLID WASTE ADVISORY COMMITTEE

Minutes of July 25, 2001

A regularly scheduled meeting of the Delaware County Solid Waste Advisory Committee (SWAC) was held on Wednesday, July 25, 2001, in the first floor conference room of the Authority's office, Rose Tree Park – Hunt Club, 1521 N. Providence Road, Media, PA 19063.

Member attendees included:

Joseph E. Blair	Borough Representative
Patricia Lewis-West	City Representative
Joseph Sebzda	Landfill Representative
David Lasensky	Private Recycling & Solid Waste Industry Representative
Joseph W. Vasturia, P.E.	C.E.O. Delaware County Solid Waste Authority
Anthony J. Grosso	Director, Solid Waste Management Division
Susan Cordes	Delaware County Recycling Coordinator
Edward Peabody	Consultant

Mrs. Cordes convened the meeting, and then began by explaining to the members the various new additions to their notebooks containing the *Delaware County Municipal Solid Waste Management Plan Nonsubstantial Revision ~ 2001*. Included in the most recent addition were the minutes of the July 11, 2001 meeting; an Executive Summary of the Plan; and a memorandum to Marianne Grace, Executive Director of the County of Delaware, regarding the Executive Summary.

Mrs. Cordes advised the membership that following County Council's approval, PA DEP will accept the Plan, for review. She is scheduled to meet with County Council on August 9<sup>th</sup> to answer any questions. Approval is expected at their August 21<sup>st</sup> meeting. The Plan will then be available for public review and comment at DCSWA's office for three months while PA DEP is reviewing the Plan. She also advised the committee as to what procedures must be followed and what steps must be taken in order to finalize the Plan

Approval of an ordinance by the City of Chester agreeing to bring all of the City's MSW to County Facilities was discussed by Mr. Blair, Mr. Vasturia, Mr. Grosso, and Mrs. Lewis-West. Mrs. Lewis-West told the committee that such an ordinance was expected to be approved by Chester City Council at its August 23<sup>rd</sup> meeting. It was agreed that Mr. Grosso would speak with City Solicitor Linda Cartisano to confirm in advance that the contents of the ordinance were in order.

At this point, Mr. Blair moved that the minutes of the July 11<sup>th</sup> meeting of the Solid Waste Advisory Committee be approved. Mr. Vasturia seconded the motion, which was passed unanimously.

After the minutes had been approved, Mrs. Cordes noted that she would revise the Plan draft to indicate that all 49 of the county municipalities will have approved said ordinance.

Mr. Sebzda stated that plans for radiation monitoring devices at the landfill should be submitted to PA DEP by December.

Mr. Blair moved that the committee approve the Plan, Mr. Vasturia seconded the motion, and the motion passed unanimously.

A general discussion concerning leaf composting locations and other aspects of the Plan followed among the members, after which Mr. Blair moved that the Committee send the Plan to County Council. Mr. Grosso seconded the motion, which passed unanimously.

After more general discussion, the meeting was adjourned at 2:45 p.m.

Respectfully submitted,

*Edward W. Peabody/sc*

Edward W. Peabody, Secretary

# **DELAWARE COUNTY SOLID WASTE AUTHORITY SOLID WASTE ADVISORY COMMITTEE**

Minutes of July 11, 2001

A regularly scheduled meeting of the Delaware County Solid Waste Advisory Committee (SWAC) was held on Wednesday, July 11, 2001, in the first floor conference room of the Authority's office, Rose Tree Park – Hunt Club, 1521 N. Providence Road, Media, PA 19063.

Member attendees included:

James Sheldrake	Second Class Township Representative
Patricia Lewis-West	City Representative
Joseph Sebzda	Landfill Representative
James M <sup>c</sup> Ginn	Private Recycling & Solid Waste Industry Representative
William Gothier	Citizens' Group Representative
Joseph W. Vasturia, P.E.	C.E.O. Delaware County Solid Waste Authority
Anthony J. Grosso	Director, Solid Waste Management Division
Susan Cordes	Delaware County Recycling Coordinator
Edward Peabody	Consultant

Mrs. Cordes convened the meeting, and then began by calling for consideration of the minutes of the June 13<sup>th</sup> meeting. Mr. M<sup>c</sup>Ginn moved that the minutes be approved, Mr. Vasturia seconded the motion, and the motion carried unanimously.

Mrs. Cordes explained changes that had been made in the draft of the plan, and how members should properly replace old pages in their notebooks. Members were asked to review the updated draft, and to be in touch with Mrs. Cordes by July 20<sup>th</sup> with any changes. The final update of this draft Plan is scheduled to be approved by the SWAC at its next meeting on July 25<sup>th</sup>.

A timeline toward completion of the Plan's 2001 Nonsubstantial Revision was offered by Mrs. Cordes for review.

Following approval of the final draft by the SWAC, which is tentatively scheduled for the July 25<sup>th</sup> meeting, the Plan would be sent to County Council for approval. The Plan would then be available for public review and comment at the DCSWA's office for three months. Advertisements to that affect will be placed in several newspapers.

Comments/Questions:

Mr. Vasturia asked if the Plan could be sent to the Pennsylvania Department of Environmental Protection after Council's approval of the Plan, with the three-month period for public review of the Plan to occur concurrently with PA DEP's opportunity to review the Plan.

Mrs. Cordes said she would ascertain what the view of that proposed procedure on the part of the appropriate officials at the Department would be.

Mr. Grosso asked Ms. Lewis-West if the City of Chester would be willing to pass an ordinance agreeing to bring all of the City's MSW to our facilities. He stated that when the Plan was last approved, the City of Chester was exploring the possibility of building their own WTE facility. Consequently, even though the City of Chester brings all of their MSW to county facilities, they are the only municipality without such an ordinance. Ms. Lewis-West stated that if Mr. Grosso would get her a sample ordinance, she would see what could be done.

Mr. Sebzda discussed the upcoming anticipated Department's review of plans for radiation monitoring at the Rolling Hills Landfill. Mr. Grosso noted that monitoring devices were in place at the county's transfer stations.

A general discussion of various aspects of the Plan included participation by Mr. Sebzda, Mr. Vasturia, and Mr. McGinn.

Adjournment

The meeting was adjourned at 2:33 p.m.

Respectfully submitted,

*Edward W. Peabody/sc*

Edward W. Peabody, Secretary

EWP/sc

# DELAWARE COUNTY SOLID WASTE AUTHORITY SOLID WASTE ADVISORY COMMITTEE

Minutes of June 13, 2001

A regularly scheduled meeting of the Delaware County Solid Waste Advisory Committee (SWAC) was held on Wednesday, June 13, 2001, in the first floor conference room of the Authority's office, Rose Tree Park – Hunt Club, 1521 N. Providence Road, Media, PA 19063.

Member attendees included:

Joseph E. Blair	Borough Representative
John Ferguson	Standing for Jack Holefelder, Business & Industry Rep.
James M <sup>c</sup> Ginn	Private Recycling & Solid Waste Industry Representative
David Lasensky	Private Recycling & Solid Waste Industry Representative
Joseph W. Vasturia, P.E.	C.E.O. Delaware County Solid Waste Authority
Susan Cordes	Delaware County Recycling Coordinator
Edward Peabody	Consultant

Mrs. Cordes convened the meeting, and then began by explaining the committee's use of the notebooks, which each member has been issued, and into which the preliminary draft of the revised Delaware County Solid Waste Management Plan would be placed. She nominated Mr. Peabody as recording secretary of the committee. Mr. Blair seconded the motion. The motion carried.

Mrs. Cordes noted she was requesting clarification from PA DEP that the Plan could be dated 2001, not 2000. This would be in keeping with ten years after the current plan had been established, and that it would be entitled the *Delaware County Municipal Solid Waste Management Plan Nonsubstantial Revision ~ 2001*. A PA DEP decision is expected by the next meeting date.

She also noted changes to the text in the first part of the initial draft of the new Plan. She explained that "Appendix A" would be the contract between the county and American Ref-Fuel of Delaware Valley, L.P.

Members were requested to review the material contained in the notebooks to this point and to subsequently comment accordingly. It was noted that more material, with emphasis on the county's recycling and municipal waste management programs specifically, would be forthcoming to members before the next SWAC Meeting, which was scheduled for Wednesday, July 11<sup>th</sup>.

Questions/Comments

The following is a summary of the comments/questions raised by the SWAC members:

1. What things can be done to increase recycling?
2. What comprises the composting program?
3. What constitutes the placement and use of the fiberglass igloos?
4. Discussion of Igloo Drop-Off Centers.

Adjournment

The meeting was adjourned at 2:57 p.m.

Respectfully submitted,

*Edward W. Peabody/sc*

Edward W. Peabody, Secretary

EWP/sc

# DELAWARE COUNTY SOLID WASTE AUTHORITY SOLID WASTE ADVISORY COMMITTEE

Minutes of May 23, 2001

The initial meeting reorganizing the Delaware County Solid Waste Advisory Committee (SWAC) was held on Wednesday, May 23, 2001, in the first floor conference room of the Authority's office, Rose Tree Park – Hunt Club, 1521 N. Providence Road, Media, PA 19063.

Member attendees included:

Jack Ryan	First Class Township Representative
Joseph E. Blair	Borough Representative
Patricia West	City Representative
Jack Holefelder	Business & Industry Representative
James McGinn	Private Recycling & Solid Waste Industry Representative
David Lasensky	Private Recycling & Solid Waste Industry Representative
Joseph Sebzda	Landfill Representative
William Gothier	Citizens' Group Representative
Anthony J. Grosso	Director, Solid Waste Management Division
Joseph W. Vasturia, P.E.	C.E.O. Delaware County Solid Waste Authority
Susan Cordes	County Recycling Coordinator
Edward Peabody	Consultant

## Open Meeting and Introductions

Mr. Vasturia opened the meeting and made introductions. He also thanked everyone for agreeing to serve on the committee and gave a brief background and history. Mr. Vasturia explained why each member was chosen, stating he felt that his or her background would help in the development of the Plan. He then turned the meeting over to Susan Cordes.

## Overview of Non-Substantial Plan Revision Process

Mrs. Cordes distributed a complete name, address, phone, and fax list of all SWAC members. She stated that the purpose of the committee was to revise the *Delaware County Municipal Solid Waste Management Plan (SWMP) Revision of 1990*, by providing input and reviewing proposed changes. A brief SWMP overview and the PA DEP Revision Requirements followed. She stated that PA DEP has granted Delaware County a Non-Substantial Plan

Revision. This entails assurances that there is, at least, 10 years available capacity at Delaware County's owned landfill (Rolling Hills); a plan to reach the 35% recycling diversion rate by 2003; along with pertinent changes (e.g. name changes, etc.) to the last revision to the *Delaware County Municipal Solid Waste Management Plan Revision*, dated 1990.

Mrs. Cordes provided the attendees with the first set of proposed documents to be included in this Revision as well as notification forwarded to PA DEP dated April 24, 2001, of the County's intent to begin the SWMP Revision Process.

#### Questions/Comments

The following is a summary of the comments/questions raised by the SWAC members:

1. Is recycling profitable?
2. With regard to recycling, which item(s) are the most profitable from a vendor's perspective?
3. There was a general discussion regarding what businesses are required to do with regard to recycling.
4. Rolling Hills Landfill was discussed.
5. Are their grants available for recycling to businesses? What is available to municipalities?
6. §902 Grants, §904 Grants, as well as Technical Assistance Grants were explained.

#### Operations of Advisory Committee

Mrs. Cordes distributed a list of future meeting dates relative to the NSPR process. She also discussed the committee's involvement in the revision process. Mr. Vasturia encouraged members to provide input at any time by contacting Susan Cordes via the Authority.

Mr. Vasturia stated that Proposed Revisions would be provided to all members for their review, prior to all future meeting dates.

#### Adjournment

The meeting was adjourned at 3:10 p.m.

Respectfully submitted,

  
Susan Cordes

# **APPENDIX F**



The Solid Waste Advisory Committee (SWAC) of the Solid Waste Authority of the County of Delaware will meet to discuss a non-substantial revision of the county's Solid Waste Management Plan of 1990 Wednesday, June 13, 2001, at 2 p.m.; Wednesday, July 11, 2001, at 2 p.m.; Wednesday, July 25, 2001, at 2 p.m.; and at subsequent time that may be deemed necessary. The SWAC will meet at solid waste authority headquarters, Rose Tree Park - Hunt Club, 1521 North Providence Road, Media.

# Proof of Publication of Notice in Delaware County Daily Times

Under Newspaper Advertising Act. No. 587, Approved May 16, 1929

State of Pennsylvania, }  
County of Delaware, } ss.

Carol Sandone designated agent of CENTRAL STATES PUBLISHING, INC., being duly sworn, deposes and says that the DELAWARE COUNTY DAILY TIMES, a daily newspaper of general circulation as defined in the above-mentioned Act, published at Primos, Delaware County, Pennsylvania, was established September 7, 1876, and issued and published continuously thereafter for a period of 100 years and for a period of more than six months immediately prior hereto, (under the name Chester Times prior to November 2, 1959) in the City of Chester, County of Delaware and further says that the printed notice or publication attached hereto is an exact copy of a notice or publication printed and published in the regular edition and issues of the DELAWARE COUNTY DAILY TIMES on the following dates, viz.....

June 6, 2001

A.D. 20.....

and that said advertising was inserted in all respects as ordered.

Affiant further deposes that he is the proper person duly authorized by CENTRAL STATES PUBLISHING, INC. publisher of said DELAWARE COUNTY DAILY TIMES, a newspaper of general circulation, to verify the foregoing statement under oath and that affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.

Sworn to and subscribed before me this

6th June 2001  
..... day of ..... 20 .....

Notary Public

Notaria Seal  
Thomas Abbott, Notary Public  
Upper Darby Twp., Delaware County  
My Commission Expires Aug. 23, 2001

Member, Pennsylvania Association of Notaries

# Proof of Publication of Notice in Delaware County Daily Times

Under Newspaper Advertising Act. No. 587, Approved May 16, 1929

State of Pennsylvania, }  
County of Delaware, } ss.

The Solid Waste Advisory Committee (SWAC) of the Solid Waste Authority of the County of Delaware will meet to discuss a non-substantial revision of the county's Solid Waste Management Plan of 1990 Wednesday, July 11, 2001, at 2 p.m.; Wednesday, July 25, 2001, at 2 p.m.; and at subsequent times that may be deemed necessary. The SWAC will meet at solid waste authority headquarters, Rose Tree Park - Hunt Club, 1521 North Providence Road, Media.

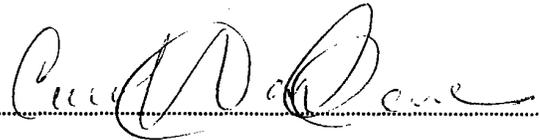
Carol Sandone designated agent of CENTRAL STATES PUBLISHING, INC., being duly sworn, deposes and says that the DELAWARE COUNTY DAILY TIMES, a daily newspaper of general circulation as defined in the above-mentioned Act, published at Primos, Delaware County, Pennsylvania, was established September 7, 1876, and issued and published continuously thereafter for a period of 100 years and for a period of more than six months immediately prior hereto, (under the name Chester Times prior to November 2, 1959) in the City of Chester, County of Delaware and further says that the printed notice or publication attached hereto is an exact copy of a notice or publication printed and published in the regular edition and issues of the DELAWARE COUNTY DAILY TIMES on the following dates, viz.....

June 19, 26, 2001

..... A.D. 20.....

and that said advertising was inserted in all respects as ordered.

Affiant further deposes that he is the proper person duly authorized by CENTRAL STATES PUBLISHING, INC. publisher of said DELAWARE COUNTY DAILY TIMES, a newspaper of general circulation, to verify the foregoing statement under oath and that affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.



Sworn to and subscribed before me this

26th June 2001  
..... day of ..... 20.....



Notary Public

Notary Public  
Under Seal of  
My Commission Expires 12/31/01

Notary Public, Pennsylvania, Commission No. 10100000000000000000

# Proof of Publication of Notice in Delaware County Daily Times

Under Newspaper Advertising Act. No. 587, Approved May 16, 1929

State of Pennsylvania, }  
County of Delaware, } ss.

Carol Sandone

designated agent of CENTRAL STATES PUBLISHING, INC., being duly sworn, deposes and says that the DELAWARE COUNTY DAILY TIMES, a daily newspaper of general circulation as defined in the above-mentioned Act, published at Primos, Delaware County, Pennsylvania, was established September 7, 1876, and issued and published continuously thereafter for a period of 100 years and for a period of more than six months immediately prior hereto, (under the name Chester Times prior to November 2, 1959) in the City of Chester, County of Delaware and further says that the printed notice or publication attached hereto is an exact copy of a notice or publication printed and published in the regular edition and issues of the DELAWARE COUNTY DAILY TIMES on the following dates, viz.....

July 3, 10, 2001

..... A.D. 20.....

and that said advertising was inserted in all respects as ordered.

Affiant further deposes that he is the proper person duly authorized by CENTRAL STATES PUBLISHING, INC. publisher of said DELAWARE COUNTY DAILY TIMES, a newspaper of general circulation, to verify the foregoing statement under oath and that affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.



Sworn to and subscribed before me this

10th July

2001

..... day of ..... 20.....



Notary Public

Notarial Seal  
Thomas Abbott, Notary Public  
Upper Darby Twp., Delaware County  
My Commission Expires Aug. 23, 2001  
State of Pennsylvania - Department of Notaries

The Solid Waste Advisory Committee (SWAC) of the Solid Waste Authority of the County of Delaware will meet to discuss a non-substantial revision of the county's Solid Waste Management Plan of 1990 Wednesday, July 25, 2001, at 2 p.m.; and at subsequent times that may be deemed necessary. The SWAC will meet at solid waste headquarters, Rose Tree Park - Hunt Club, 1521 North Providence Road. Media.

# Proof of Publication of Notice in Delaware County Daily Times

Under Newspaper Advertising Act. No. 587, Approved May 16, 1929

State of Pennsylvania, }  
County of Delaware, } ss.

Carol Sandone

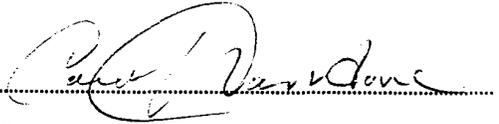
designated agent of CENTRAL STATES PUBLISHING, INC., being duly sworn, deposes and says that the DELAWARE COUNTY DAILY TIMES, a daily newspaper of general circulation as defined in the above-mentioned Act, published at Primos, Delaware County, Pennsylvania, was established September 7, 1876, and issued and published continuously thereafter for a period of 100 years and for a period of more than six months immediately prior hereto, (under the name Chester Times prior to November 2, 1959) in the City of Chester, County of Delaware and further says that the printed notice or publication attached hereto is an exact copy of a notice or publication printed and published in the regular edition and issues of the DELAWARE COUNTY DAILY TIMES on the following dates, viz.....

August 23, 2001

A.D. 20.....

and that said advertising was inserted in all respects as ordered.

Affiant further deposes that he is the proper person duly authorized by CENTRAL STATES PUBLISHING, INC. publisher of said DELAWARE COUNTY DAILY TIMES, a newspaper of general circulation, to verify the foregoing statement under oath and that affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.



Sworn to and subscribed before me this

23rd

August

2001

..... day of ..... 20.....



Notary Public

Notary Seal  
Notary Public  
Upper Darby Ave., Delaware County  
My Commission Expires Aug. 23, 2001  
Member, Pennsylvania Association of Notaries

Notice is hereby given that the Delaware County Municipal Solid Waste Management Plan - 2001 Nonsubstantial Revision, as revised in August, 2001, will be available for public inspection and review during the time period from August 23 through November 26, 2001, on business days from 8:30 a.m. to 4:30 p.m. The Plan will be available for review at the following location:

Delaware County Solid Waste Authority  
Rose Tree Park - Hunt Club  
1521 N. Providence Road  
Media, PA 19063

All comments on the Plan should be written and addressed to the SWMP Chairwoman at the above address.

Wallace H. Nunn  
John J. McFadden  
Tim Murtaugh  
Andrew Reilly  
G. Michael Green

Delaware County Council

# Proof of Publication of Notice in Delaware County Daily Times

Under Newspaper Advertising Act. No. 587, Approved May 16, 1929

State of Pennsylvania, }  
County of Delaware, } ss.

The Solid Waste Advisory Committee (SWAC) of the Solid Waste Authority of the County of Delaware will meet regarding the non-substantiation of the Solid Waste Authority on Wednesday, May 15, 2002, at 10 a.m. at 620 West Huron headquarters, Rose Tree Park Hunt Club, 1521 North Providence Road, Media.

Carol Sandone

designated agent of CENTRAL STATES PUBLISHING, INC., being duly sworn, deposes and says that the DELAWARE COUNTY DAILY TIMES, a daily newspaper of general circulation as defined in the above-mentioned Act, published at Primos, Delaware County, Pennsylvania, was established September 7, 1876, and issued and published continuously thereafter for a period of 100 years and for a period of more than six months immediately prior hereto, (under the name Chester Times prior to November 2, 1959) in the City of Chester, County of Delaware and further says that the printed notice or publication attached hereto is an exact copy of a notice or publication printed and published in the regular edition and issues of the DELAWARE COUNTY DAILY TIMES on the following dates, viz.....

May 14, 15, 2002

A.D. 20.....

and that said advertising was inserted in all respects as ordered.

Affiant further deposes that he is the proper person duly authorized by CENTRAL STATES PUBLISHING, INC. publisher of said DELAWARE COUNTY DAILY TIMES, a newspaper of general circulation, to verify the foregoing statement under oath and that affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statements as to time, place and character of publication are true.



Sworn to and subscribed before me this

15th day of May 2002 20



Notary Public

Notarial Seal  
Thomas Abbott, Notary Public  
Upper Darby Twp., Delaware County  
My Commission Expires Aug. 23, 2005  
Member, Pennsylvania Association of Notaries

02 MAY 17 P1:31

DELAWARE COUNTY  
SOLID WASTE AUTHORITY

# **APPENDIX G**



DELAWARE COUNTY  
SOLID WASTE AUTHORITY

October 30, 2001

'01 NOV -2 A11 :49

SWMP Chairwoman  
Delaware County Solid Waste Authority  
Rose Tree Park -- Hunt Club  
1521 N. Providence Road  
Media, PA 19063

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Delaware County Solid Waste Authority  
c/o Michael F. X. Gillin, Solicitor  
Michael F. X. Gillin & Associates  
230 North Monroe Street  
Media, PA 19063

Delaware County Council  
c/o Frances X. Crowley, Esq.  
Blank, Rome, Comisky & McCauley LLP  
Rosetree Corporate Center  
1400 North Providence Road, Suite 301  
Media, PA 19063

**RE: Delaware County Municipal Solid Waste Management Plan  
-- Non-Substantial Revision 2001 (the "2001 Plan")**

Ms. Chairwoman and Gentlemen:

I am writing to notify you of certain concerns of American Ref-Fuel Company of Delaware Valley, L.P. ("ARC") relating to the 2001 Plan. This letter addresses only ARC's concerns relative to the ash litigation; technical comments to the 2001 Plan will follow in a separate letter.

The 2001 Plan makes multiple references to all ash residue of ARC's facility being disposed at Rolling Hills Landfill. At least one of these references specifically states that all ash is to be disposed at the Rolling Hills Landfill regardless of where the solid waste was generated. Another section of the 2001 Plan erroneously claims that all ash generated at ARC's facility becomes the property of the DCSWA.

Although the ash settlement documents have been executed by all four parties, and the settlement would result in all ash going to the Rolling Hills Landfill for the term of the settlement, we are still waiting for the occurrence of the Earl Township condition. Thus, the settlement is not yet effective.



Representatives of the DCSWA have told us they believe the Earl Township condition will be satisfied shortly after the November 6th election. ARC certainly hopes this is correct and the settlement becomes effective, but if not, we have to protect our rights by making you aware of the following.

Absent settlement, ARC does not intend to bring non-county ash to the Rolling Hills Landfill. While we recognize the litigation will affect the timing of being legally capable of taking non-county ash elsewhere, we are confident the litigation will not last the full ten-year term of the 2001 Plan. Furthermore, even if the settlement is achieved, its term is five years, and if not extended by mutual consent of the parties, ARC's intent following expiration would again be to take non-county ash to disposal locations other than the Rolling Hills Landfill. Of course, ARC reserves its right to bring all ash to the Rolling Hills Landfill, and market conditions will dictate whether ARC actually would divert non-county ash elsewhere.

We believe the 2001 Plan should be revised to address these contingencies. In any event, you should not rely on ARC voluntarily bringing non-county ash to the Rolling Hills Landfill, except, of course, in connection with an effective ash settlement or extension thereof.

While the subject of this letter has required us to be direct, we continue to believe in the settlement and look forward to many years of service to the DCSWA and citizens of Delaware County.

Sincerely,



Kirk J. Bily  
Assistant General Counsel

cc: Lynn Johnston  
Steve Simmons



American Ref-Fuel Company  
Comments to the Delaware County solid Waste Management Plan (the "Plan")  
Non Substantial Revision  
August, 2001 Draft

### Municipal Waste Generation Rates.

The Plan appears to quantify only the residentially generated municipal waste, and that portion of the commercially generated waste that is managed within Delaware County Solid Waste Authority ("DCSWA") system. It does not attempt to quantify the amount of commercial waste generated within Delaware County, but managed outside of the DCSWA system. The plan should address this additional volume as it could return to the DCSWA system. Using per capita generation rates common to counties such as Delaware, and past historical DCSWA data, it would appear that up to 100,000 tons per year of Delaware County generated, municipal solid waste is managed outside of the DCSWA system.

### Waste-to-Energy Facility ("Resource Recovery" or "WTE")

The Plan correctly notes (on page 23) that the WTE facility accepts waste from the states of Delaware and New York. The facility has, or currently does receive waste from other states, notably, New Jersey and Connecticut. The facility is a designated disposal location in the City of Philadelphia Municipal Waste Management Plan. The DCSWA Plan should state that the WTE facility accepts municipal solid waste from both in state and out-of-state origins, and such actions are consistent with the DCSWA Plan.

The WTE facility accepts residual waste from in state (including Delaware County) and out-of-state sources. Residual wastes include waste streams such as tires that are addressed by the Plan. The Plan should acknowledge that these actions are consistent with the Plan.

The description of the Waste-to-Energy facility found of page 18, incorrectly states that the County's private contractor transports ash residue from the WTE facility to the Rolling Hills landfill. American Ref-Fuel has the responsibility for transporting the ash residue to the landfill.

### Ash (Process Residue)

The Plan does not address any of the potential recycling or beneficial reuse opportunities, which could preserve valuable landfill space. For example, process residue from

**American Ref-Fuel's Resource Recovery facility in Newark, New Jersey is blended with harbor dredge spoils and used to reclaim an abandoned coal strip mine in Clearfield County Pa. The Plan could identify obstacles (regulatory, contractual, financial, etc) to implementing a Process Residue reuse program.**

**On page 49 the Plan incorrectly states that ash generated at the facility becomes the property of DCSWA. As per the Restated Service Agreement, that ash does not become the property of the DCSWA until such time as the ash (Process Residue) is acceptable at the DCSWA landfill.**

## Responses to Public Comments

The only public comments were received via U.S. Mail and fax and are enclosed. The originator was American Ref-Fuel. Comments to their two letters follow.

### **American Ref-Fuel's letter dated October 30, 2001**

Comment: Restated Service Agreement was resolved by litigation and signed by American Ref-Fuel and the Delaware County Solid Waste Authority on August 28, 2001. Earl Township, host community to Delaware County's landfill, was the last to sign off on this agreement on December 10, 2001. This Agreement contains *confidential information* and as a result, this Agreement can be found at the Delaware County Solid Waste Authority's Main Office.

All items contained in this letter were resolved as a result of all parties' agreement to the Restated Service Agreement.

### **American Ref-Fuel's letter faxed to the DCSWA's Main Office on November 26, 2001**

#### Municipal Waste Generation Rates

Comment: The SWMP states the best information available at the time as well as taking into consideration all out-of-county municipal and commercial solid waste that is currently being brought to American Ref-Fuel for processing along with future projections.

#### Waste-to-Energy Facility ("Resource Recovery" or "WTE")

- ✓ SWMP Plan has been amended to include the states noted that bring waste to the WTE facility.
- ✓ Residual waste is addressed in the SWMP.
- ✓ Ash transporter has been amended per American Ref-Fuel's letter.

#### Ash (Process Residue)

- ✓ While the SWMP does not specifically state what other applications can be used with the ash residue, the Solid Waste Authority is active in exploring all possibilities.
- ✓ Ash generated at the WTE facility becomes the property of the DCSWA as per the Restated Service Agreement, which was ultimately ratified on December 10, 2001.

## **APPENDIX H**

**Delaware County Solid Waste Management Plan**

**Municipality:** \_\_\_\_\_

Population ~ 2000 Census                      Y Correct      Y Change \_\_\_\_\_

Municipality Type                      Y First Class Twp.      Y Second Class Twp.      Y Borough

Existing MSW Collection System:    Y Municipal      Y Municipality hired contractor Y Private Subscription

MSW Contractor(s) – Name, Address, Phone & Contact \_\_\_\_\_

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Curbside Recycling Program: Y Municipal    Y Hired by Municipality Y Private Subscription Y No Program

Items Collected/Schedule: \_\_\_\_\_

Recycler(s) accepting material – Name, Address, Phone & Contact \_\_\_\_\_

---

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List all Drop Off Recycling Programs – Items Accepted \_\_\_\_\_

Operator(s) Name, Address, Phone & Contact \_\_\_\_\_

---

---

Is there a commercial Trash or Transfer Station Operating in your municipality? Y Yes Y No

Operator(s) Name, Address, Phone & Contact \_\_\_\_\_

---

---

Names, Addresses, Phone & Contact numbers of Trash and Recycling businesses whose operation resides in your municipality \_\_\_\_\_

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# Delaware County Solid Waste Management Plan

## Refuse Hauler Questionnaire

Date: June 8, 2001

Facility Name, Address, Contact Person, Telephone #: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PA DEP Permit #: \_\_\_\_\_ Permitted MSW Capacity TPD: \_\_\_\_\_

MSW Tons accepted in 2000: \_\_\_\_\_

What type of items do you accept: MSW \_\_\_\_\_ COMMERCIAL \_\_\_\_\_

CONSTRUCTION \_\_\_\_\_ INDUSTRIAL \_\_\_\_\_ MEDICAL \_\_\_\_\_

If your facility accepts Construction Debris, where it is disposed: \_\_\_\_\_

\_\_\_\_\_

Do you operate an onsite Recycling Center: Yes \_\_\_\_\_ No \_\_\_\_\_ What items do you accept:

List by category # of Tons Recycled in 2000 Where were items sent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Delaware County Solid Waste Management Plan  
Transfer Station (TS) Questionnaire**

Name of Transfer Station: \_\_\_\_\_ Date: \_\_\_\_\_

Permit #: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Company Address: \_\_\_\_\_ Physical TS Address: \_\_\_\_\_

Permitted Maximum Daily Capacity: \_\_\_\_\_ Tons accepted in 2000: \_\_\_\_\_

List what items are accepted: \_\_\_\_\_

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List what items are disposed of in which disposal facility: \_\_\_\_\_

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Does your facility accept sewage or sludge items?: \_\_\_\_\_ If yes, from whom and list disposal method: \_\_\_\_\_

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Does your facility accept Construction and Demolition Debris?: \_\_\_\_\_ If yes, list disposal method: \_\_\_\_\_

---

Does your facility include Recycling?: \_\_\_\_\_

If yes, 1. Please indicate what items you accept: \_\_\_\_\_

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2. Where recycled items are sent for processing: \_\_\_\_\_

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3. Tonnage breakdown for recycled items: \_\_\_\_\_

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# Delaware County Solid Waste Management Plan Hospital Survey Form

Date: \_\_\_\_\_ Phone #: \_\_\_\_\_

Hospital Name: \_\_\_\_\_

Contact(s): \_\_\_\_\_

# of Beds: \_\_\_\_\_ # of Employees: \_\_\_\_\_

What is the total amount of SOLID WASTE generated (circle units)?

2000 - \_\_\_\_\_ ( tons cu. yds )  
Other available figures: \_\_\_\_\_

What is the total generated amount of each type of waste (circle units)?

Non-regulated waste:	2000 - _____	(tons cu.yds.)
Infectious Waste:	2000 - _____	(tons cu.yds.)
Sharps:	2000 - _____	(tons cu.yds.)
Pathological Waste:	2000 - _____	(tons cu.yds.)
Chemotherapeutic Waste:	2000 - _____	(tons cu.yds.)

Do you have an onsite incinerator? Yes \_\_\_\_\_ No \_\_\_\_\_

How much of each type of waste is incinerated (circle units)?

Non-regulated waste:	2000 - _____	(tons cu.yds.)
Infectious Waste:	2000 - _____	(tons cu.yds.)
Sharps:	2000 - _____	(tons cu.yds.)
Pathological Waste:	2000 - _____	(tons cu.yds.)
Chemotherapeutic Waste:	2000 - _____	(tons cu.yds.)

Which carrier hauls each type of waste?

Non-regulated waste:	_____
Infectious Waste:	_____
Sharps:	_____
Pathological Waste:	_____
Chemotherapeutic Waste:	_____
Incinerator Ash:	_____

What is the final destination of each type of waste?

Non-regulated waste:	_____
Infectious Waste:	_____
Sharps:	_____
Pathological Waste:	_____
Chemotherapeutic Waste:	_____
Incinerator Ash:	_____

## Delaware County Solid Waste Management Plan Hospital Survey Form (continued)

List future disposal plans for each type of waste:

Non-regulated waste: \_\_\_\_\_  
Infectious Waste: \_\_\_\_\_  
Sharps: \_\_\_\_\_  
Pathological Waste: \_\_\_\_\_  
Chemotherapeutic Waste: \_\_\_\_\_  
Incinerator Ash: \_\_\_\_\_

Incinerator:

Permit #: \_\_\_\_\_  
Permitted capacity: \_\_\_\_\_  
Estimated life: \_\_\_\_\_  
Modification/installation plan: \_\_\_\_\_

Described waste disposal procedures for each type of waste. Include collection frequency; types of containers; who collects the waste; as well as any other information you feel is pertinent.

Non-regulated waste: \_\_\_\_\_  
\_\_\_\_\_

Infectious Waste: \_\_\_\_\_  
\_\_\_\_\_

Sharps: \_\_\_\_\_  
\_\_\_\_\_

Pathological Waste: \_\_\_\_\_  
\_\_\_\_\_

Chemotherapeutic Waste: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Recycling

What items are currently being recycled? List by item, tonnage recycled in 2000, and recycler.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have future plans to expand your recycling program? If yes, briefly describe. \_\_\_\_\_

\_\_\_\_\_

