

SOLID WASTE MANAGEMENT PLAN

ALLEGANY COUNTY, MARYLAND

ALLEGANY COUNTY DEPARTMENT OF PUBLIC WORKS

Revised for the
2021 - 2031 Planning Period
Adopted 4/7/22



2021 - 2031

Table of Contents

Table of Contents	ii
List of Figures	v
List of Tables	v
Resolution	vi
Introduction and Key Recommendations	v40
Solid Waste Management Board Membership	viii
MDE Approval Letter	ix
Chapter 1 – Goals and Objectives	1
1.1 – Goals and Objectives	1
1.2 – Policies for Implementation	1
1.3 – County Government Structure	1
1.4 – Federal, State and Local Controls	2
Chapter 2 – Background Information	5
2.1 - Population	5
2.2 – Municipal and Federal Facilities	5
2.3 - Zoning	6
2.4 – Comprehensive Plan	8
Chapter 3 – Existing Solid Waste Streams and Facilities	12
3.1 – Existing and Project Solid Waste Streams	12
3.2 – Waste Generation	12
3.3 – Imported and Exported Waste	14
3.4 – Existing Solid Waste Acceptance Facilities	16
3.4.1 – Mountainview Landfill	16
3.4.2 – Western Maryland Processing Facility and Transfer Station	19
3.4.3 – County Refuse Disposal Sites	19
3.4.4 – Septage Disposal	19
3.4.5 – Solid Waste Disposed of in Out-of-County Facilities	20
3.5 – Recycling	22
3.5.1 – Residential Recycling Material Drop-Off Sites	22
3.5.2 – Used Motor Oil Recycling Drop-Off Sites	23
3.5.3 – Curbside Recycling	23
3.5.4 – Mulch and Yard Trimmings Recycling Site	24
3.5.5 – White Goods	24
3.5.6 – Scrap Tires	25
3.5.7 – Electronics Recycling	26
3.5.8 – Household Hazardous Waste Drop-Off Events	27
3.6 – Allegany County Apartment Building and Condominium Recycling (ABCR) Program	27
3.6.1 – Apartment Building and Condominium Recycling Program	28
3.7 – Commercial, Industrial and Institutional Programs	31
3.7.1 – Recycling in Public Schools	31
3.7.2 – Office Building Recycling Plan	33
3.8 – Allegany County Special Events Recycling Program (SERP)	34
3.8.1 – Materials and Obligations	35
3.8.2 – Stakeholders	36
3.8.3 – Program Monitoring	36
3.8.4 – Program Enforcement	36
Chapter 4 – Assessment of Needs	39
4.1 – Assessment of Solid Waste Systems	39
4.1.1 – Vale Summit (Cabin Run) Landfill	39
4.1.2 – Westernport (Moran) Landfill	39
4.1.3 – Mountainview Landfill	39
4.1.4 – Western Maryland Transfer Station and Mostoller Landfill	40
4.1.5 – County-Operated Residential Refuse Sites	40
4.2 – Site Constraints	40
4.2.1 – Topography	41

4.2.2 – Soil Types and Their Characteristics	43
4.2.3 – Geologic Conditions	46
4.2.4 – Use and Depth of Aquifers	49
4.2.5 – Location of Wetlands	50
4.2.6 – Location of Surface Water Sources, Floodplains and Watersheds	50
4.2.7 – Existing Water Quality Conditions	50
4.2.8 – Incompatible Land Use	51
4.2.9 – Planned Long-Term Growth Patterns	51
4.2.10 – Federal, State and Local Laws and Areas of Critical State Concern	51
4.3 – The Use of Source Separation/Reduction Programs to Reduce Quantities of Solid Waste	51
4.3.1 – Source Separation and Reduction Programs	52
4.3.2 – Recycling Programs	52
4.3.3 – Resource Recovery Options	54
4.3.4 – Reuse Options	56
4.3.5 – Consumer Education, Market Development and County Recycling Coordination	56
4.3.6 – Disposal of Asbestos	57
4.3.7 – Emergency Spill Response	57
4.3.8 – Site Selection Regulations, Constraints and Assessment	58
4.3.9 – Feasibility of Composting of Mixed Solid Wastes	58
Chapter 5 – Plan of Action	60
5.1 – Solid Waste Disposal System and Acceptance Facilities	60
5.1.1 – Existing Solid Waste Disposal System	60
5.1.2 – Mechanisms for Managing Items in the Waste Stream	60
5.1.3 – Sizing, Staging and Capacity of Solid Waste Facilities	63
5.1.4 – Schedule for Placing Solid Waste Disposal Systems/Acceptance Facilities into Operation	65
5.1.5 – Financing Solid Waste Systems	65
5.1.6 – Closure of Solid Waste Acceptance Facilities	66
5.1.7 – Changes in Programs, Plans, Regulations and Procedures	67
5.1.8 – Finance	69
5.2 – Recommended Regulatory/Legislative Changes	69
5.2.1 – Control Illegal Dumping	69
5.2.2 – Reduce the Solid Waste Stream Through Recycling	69
5.2.3 – County Ordinance Addressing Solid Waste Disposal Area	70
5.2.4 – Local Laws for Collection and Disposal of Solid Waste	70
5.3 – Recommended Organizational/Programmatic Changes and Considerations	70
5.3.1 – Landfill Monitoring and Potential Development	70
5.3.2 – Solid Waste and Recycling Cost Analysis	70
5.3.3 – Eastern Refuse Site Consolidation	71
5.3.4 – Western Mulch and Yard Trimmings Recycling Site Development	71
5.3.5 – Continued Regular Household Hazardous Waste Collection Events	71
5.3.6 – Ongoing Tire and Electronics Collections	71
5.3.7 – Food Waste Reduction Strategies	71
5.3.8 – Offering a Wider Suite of Recyclable Materials	71
5.3.9 – Consolidation of Recycling Sites	71

Appendix

Appendix A

- Appendix A.1 - Landfill Contract
- Appendix A.2 - Leachate Agreement
- Appendix A.3 - Transfer Station Contract
- Appendix A.4 - Recycling Contract

Appendix B - Laws and Regulations on Solid Waste

- Appendix B.1 - Summary of Federal Statutes
- Appendix B.2 - Summary of Federal Regulations
- Appendix B.3 - Summary of Maryland Titles of Statutes
- Appendix B.4 - Summary of Maryland Regulations
- Appendix B.5 - Maryland Litter Control Laws
- Appendix B.6 - City of Frostburg Solid Waste Ordinance

Appendix B.7 - City of Cumberland Solid Waste Ordinance

Appendix B.8 - City of Cumberland Regulations

Appendix C - Bibliography

Appendix D - Bylaws of the Solid Waste Management Board of Allegany County

Appendix E - Reuse Directory

Appendix F - Proposed Solid Waste Haulers Licensing Program

Appendix G - FY 2019 Program Costs

Appendix H - Solid Waste Disposal and Recycling Chronology

List of Figures

Figure 1-1 County Organizational Chart	2
Figure 2-1 Federal, State, and Municipal Lands and Institutions	5
Figure 2-2 Zoning Map	7
Figure 2-3 Existing Land Use Map	9
Figure 2-4 Future Land Use Map	10
Figure 3-1 Allegany County Solid Waste Disposal Facilities	21
Figure 3-2 Allegany County Recycling Sites 2019	23
Figure 3-3 City of Cumberland Trash and Recycling Totals	24
Figure 4-1 Topography Map	41
Figure 4-2 Soils Hydrologic Group Map	43
Figure 4-3 The Geologic Formations of Allegany County	46
Figure 4-4 Wetlands & Surface Waters	50
Figure 4-5 Annual MRA Rates for Allegany County	55

List of Tables

Table 1-1 Solid Waste Management Board Membership - September 2021	viii
Table 1-2 Contacts Responsible for Solid Waste Management in Neighboring Jurisdictions	4
Table 2-1 Allegany County, MD Population Actual* and Projected	5
Table 2-2 Allegany County Zoning by Area	6
Table 3-1 Allegany County Annual Waste Generation and Projections	13
Table 3-2 Recyclables Leaving Allegany County	15
Table 3-3 Mountainview Landfill Details	16
Table 3-4 Annual Landfill Total Tonnages (Mountainview Landfill)	17
Table 3-5 Historic Landfill Tipping Fees	18
Table 3-6 Western Maryland Processing Facility and Transfer Station Details	19
Table 3-7 County-Operated Refuse Disposal Sites	19
Table 3-8 Scrap Tire Collections	25
Table 3-9 Electronics Recycling Totals	26
Table 3-10 Household Hazardous Waste Special Collection Totals	27
Table 3-11 Municipal, County, State and Federal Sites That May Hold Special Events	34
Table 4-1 Maryland Recycling Act Reported Tonnages for Allegany County	54



ALLEGANY COUNTY DEPARTMENT OF PUBLIC WORKS

701 Kelly Road, Suite 300

Cumberland, MD 21502

301-777-5933 FAX 301-777-2001

<http://alleganygov.org>

Jason M. Bennett, CPA

County Administrator

Adam Patterson, P.E.

Director of Public Works

Daniel S. DeWitt, P.E.

County Engineer

BOARD OF COUNTY COMMISSIONERS

Jacob C. Shade, President

Creade V. Brodie, Jr.

David J. Caporale

STAFF REPORT

TO: Jason Bennett, County Administrator
FROM: Brynn Laird, P.E., Engineer III
CC: Adam Patterson, P.E., Director of Public Works
Jinny Warn, Recycling Coordinator
DATE: April 1, 2022
RE: **Adoption of the Allegany County Solid Waste Management Plan 2021 – 2031**

For the Agenda of April 7, 2022, Public Meeting

1. BACKGROUND

The Allegany County Solid Waste Management Plan provides a system of resource recovery and solid waste disposal which will handle the County's current and anticipated future volume of solid waste as economically as possible while ensuring that public health, safety, and environmental quality are protected. The Plan follows the MDE requirements per Sections 9-503, 9-505, and 9-1703 of the Environment Article, Annotated Code of Maryland, and Code of Maryland Regulations (COMAR) 26.03.03.

The 2021 revision of the County's Solid Waste Management Plan was prepared by the Department of Public Works with input from the Solid Waste Management Board. The Board approved a final draft Plan, which is currently posted on the Recycling Office section of the County website. A public comment period was open from March 11 – 25, 2022. No comments were received. The Plan needs to be adopted by Allegany County and then submitted to the MDE.

2. ISSUES

N/A

3. FINANCIAL IMPACT

N/A

4. ALTERNATIVES

Do not adopt the Allegany County Solid Waste Management Plan 2021 - 2031.

5. OTHER CONSIDERATIONS

N/A

6. CONFORMITY TO COUNTY POLICY

Conforms to County policy.

7. RECOMMENDATION

Adopt the Allegany County Solid Waste Management Plan 2021 – 2031.

MOTION

By motion duly carried of the County Commissioners of Allegany County, Maryland, the following action was authorized as part of the Action/Consent Agenda for the April 7, 2022 Public Meeting:

Adopted the Allegany County Solid Waste Management Plan 2021 – 2031.

VOTE: Yes
JCS

Yes
CRB

Yes
DJC

County Commissioners of Allegany County, Maryland

I, Linda Simpson, County Clerk, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on April 7, 2022.

BY:

Linda Simpson
Linda Simpson, County Clerk

SEAL

Dept: Public Works
Account No.: N/A
Contact: Adam Patterson, P.E.

Introduction and Key Recommendations

On December 19, 1996, the Board of Commissioners of Allegany County, Maryland established the Allegany County Solid Waste Management Board to serve as an advisory body on matters pertaining to solid waste disposal and recycling, and to prepare updates of the County's Solid Waste Management Plan. As currently constituted, the Solid Waste Management Board members (Representatives and their designated Alternates) are listed at the end of this Introduction.

The Solid Waste Management Board participated in preparation of the 2000, 2004, 2010, 2014, and 2021 updates as part of the Board's regular monthly meetings. The 2021 Revision was prepared by the County Department of Public Works and reviewed by the Board. Subsequently, the Board approved a draft report for submission to the County Commissioners.

The Plan update continues to follow the MDE guidelines per "Title 26, Maryland Department of the Environment, Subtitle 03, Water Supply, Sewerage, Solid Waste, and Pollution Control Planning and Funding – Chapter 03, Development of County Comprehensive Solid Waste Management Plans." Environment Article: Title 9, Subtitle 5, Annotated Code of Maryland.

1) SYNOPSIS OF KEY ISSUES AS PRESENTED TO THE COUNTY COMMISSIONERS

I) ITEMS NOT CHANGED

1. Reduce, Reuse, Recycle/Compost, and Landfill hierarchy in waste disposal.
2. Acknowledgement that a properly sited and permitted Land Clearing Landfill and/or Solid Waste Transfer Station, be it privately- or publicly-owned, is not inconsistent with the County's Solid Waste Management Plan.

II) ITEMS ADDED OR CHANGED

1. In 2019, the State of Maryland enacted House Bill 929 which includes the requirement that counties include office building recycling to Plan. See Section 3.7.2.
2. Mountainview Landfill, Inc. is now owned by Noble Environmental. Noble Environmental has expressed preliminary interest in possibly expanding the landfill beyond its current permitted footprint, which is expected to reach capacity in 2022. Allegany County has entered into an agreement with Western Maryland Waste Systems, LLC, a subsidiary of Waste Management, to haul Allegany County solid waste to the Mostoller Landfill near Somerset, PA, via their recently acquired Transfer Station near Cresaptown, MD, until year 2035.
3. Updated references to 2014 Comprehensive Plan and 2018 Zoning.

2) KEY RECOMMENDATIONS

1. A consolidation of recycling collection sites should be reevaluated and, following an approval by the County Commissioners, should be implemented to collect a more comprehensive suite of materials at each site, better secure sites to minimize contamination and theft, maximize accessibility, and increase participation.
2. Allegany County should establish a satellite mulch and yard trimmings collection site at Mountainview Landfill or other location in the western side of the County.
3. The installation of compactors at the County-operated refuse sites recommended; perhaps using a lease/purchase financing option.
4. In the absence of state grant funding, Allegany County should sponsor annual or biennial fee-based resident tire event.
5. Allegany County should sponsor annual or biennial Too Toxic to Trash Events, formerly known as Household Hazardous Waste Events. Grant funding and sponsorships from municipalities, solid waste haulers, and other organizations will be sought to keep the event costs down for Allegany County.
6. The County should implement a licensing procedure with minimum qualifications for collectors/haulers of commercial and municipal solid waste and recyclables in Allegany County. See Appendix F.
7. The County Zoning Ordinance and building permit process should be revised to address the following issues:
 - a. Requirement that the building permit application process for all new commercial, industrial, institutional, and multi-family development require the applicant to complete a Construction Site Waste Management Statement to identify the proposed waste collection location, both during and after construction, and any recycling facilities and/or recycling planned for the development.

- b. Requirement that all new commercial and industrial development provide for the proper allowance and storage of wastes and recyclables to preclude same from becoming a contaminant or nuisance.
- I would like to commend the Board members for their dedication, effectiveness, and cooperation in preparing this update. Their voluntary work was thorough and professional. I would also acknowledge the leadership, participation, and assistance of W. Stephen Young, Board Member; Siera Wigfield, former Allegany County Recycling Coordinator; and Brynn Laird, former Allegany County Recycling Coordinator; Jinny Warn, current Allegany County Recycling Coordinator.

Respectfully submitted,
John Kirby, Chair

Table 1-1 Solid Waste Management Board Membership – September 2021

ENTITY REPRESENTED	REPRESENTATIVE	ALTERNATE
<i>Permanent Seats:</i>		
Allegany County Board of Education	Wally High	Joe Stafford
Allegany County Government	Steve Young	Adam Patterson
Allegany County Health Department	Brian Dicken	Misty Joy
Chamber of Commerce	Stuart Czapski	Maureen Brewer
City of Cumberland	Raquel Ketterman	Terri Hast
City of Frostburg	John Kirby	
<i>Two-Year Terms:</i>		
Citizen Advocate Group	Lee Heavner	
Citizen at Large	Richard Soderman	
Citizen at Large	Amy Moyer	Carolyn Mathews
Environmental Group	Woody Getz	
Environmental Technical	Steven Guinn	Robin Paulman
Institutional	Vacant	Erick Kasecamp
Solid Waste Hauler / Recycler	AJ Miller	Matthew Furman
Waste Industry	Dusty Hilbert	
Industry	Vacant	

Allegany County Recycling Coordinator

Jinny Warn
Allegany County Department of Public Works
701 Kelly Road, Suite 300
Cumberland, MD 21502

(301) 777-5933 x210
jwarn@alleganygov.org



Maryland

Department of the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

May 27, 2022

Mr. Adam Patterson, Director
Allegany County Department of Public Works
Allegany County Complex
701 Kelly Road
Cumberland, Maryland 21502

Dear Mr. Patterson:

The Maryland Department of the Environment (“MDE”) has completed its review of Allegany County’s (the “County”) adopted resolution for the County’s 2021-2031 Solid Waste Management Plan (the “Plan”). The County Commissioners adopted the Plan on April 7, 2022, and the County forwarded the Plan to MDE for its review and approval. MDE received the adopted resolution on April 14, 2022.

Based on this review, MDE determined that the adopted resolution satisfies the requirements of Sections 9-503, 9-505, and 9-1703 of the Environment Article, Annotated Code of Maryland. In addition, per agreement with MDE, the County will update Appendix B.3 with the comments provided in MDE’s August 6, 2021, letter to the County, to comply with Code of Maryland Regulations 26.03.03. The County has agreed to complete the update to Appendix B.3 by the due date of the first progress report. In accordance with Section 9-507(a) of the Environment Article, Annotated Code of Maryland, the Plan is approved.

Section 9-506(b)(2) of the Environment Article, Annotated Code of Maryland, requires the County to submit a progress report to MDE at least every two years including any revisions or amendments to the County Plan that have been adopted. Since the County’s Plan was adopted on April 7, 2022, the County must submit to MDE its progress report on or before, **April 7, 2024**.

Thank you for your continuing interest and cooperation in providing sound and long-term solid waste management planning for the County. If you have questions or need additional clarification on these matters, please contact me at 410-537-3304 or by email at kaley.laleker@maryland.gov or Mr. David Mrgich, Chief, Waste Diversion Division, at 410-537-4142 or by email at dave.mrgich@maryland.gov.

Sincerely,

Kaley Laleker, Director
Land and Materials Administration

cc: Brynn Laird, Allegany County Department of Public Works
Jinny Warn, Allegany County Department of Public Works
Dave Mrgich

Chapter 1 Goal and Objectives

1.1 GOALS AND OBJECTIVES

The overall goal in the development of Allegany County's comprehensive Solid Waste Management Plan continues to provide a system of resource recovery and solid waste disposal which will handle the County's current and anticipated future volume of solid waste as economically as possible while ensuring that public health, safety, and environmental quality are protected. The County's plan acknowledges that a contract exists between Allegany County and Mountainview Landfill, Inc., a wholly-owned subsidiary of Noble Environmental, to operate a landfill until it has reached its capacity and permanently closed, which is expected by the end of 2023 as currently permitted. The Mountainview Landfill began with the permitting and initial acceptance of waste on February 3, 1992. After the Mountainview Landfill has reached its capacity, as per a contract dated November 19, 2020 which guarantees waste disposal to the County for 15 years (until December 31, 2035,) Allegany County will begin using the Western Maryland Transfer Station, Inc., a subsidiary of Waste Management. The waste from the Western Maryland Transfer Station will be transported to the Mostoller Landfill, which has over 30 years of permitted disposal capacity. See Appendix A for contracts.

We expect that these agreements will meet Allegany County's needs through the life of the contract which expires December 31, 2035.

In implementing this Plan, the following objectives are to be pursued:

- 1) Ensure that all solid waste will be processed by such means as will effectively protect the quality of the ambient air, groundwater, and surface water resources and to minimize the possibility of pollution from the handling and disposal of solid waste.
- 2) Accommodate existing and anticipated future residential, industrial, and commercial development in the County.
- 3) Address issues related to the handling and disposal of special and hazardous wastes including, but not limited to household hazardous wastes, scrap tires, used oil and filters, antifreeze, junk vehicles, batteries, e-waste (electronics), construction materials, medical waste, agricultural chemicals, and toxic materials.
- 4) Maximize the recovery and utilization of both material and energy resources contained in the solid waste stream applying the Reduce, Reuse, Recycle/Compost, and Landfill hierarchy. The State of Maryland mandated goal of 20% recycling (established for 2015 for waste jurisdictions under 150,000 population) has been achieved. Allegany County's self-determined 25% goal was reached in 2002 and continues to be exceeded. Where economically feasible, the County should adopt, in cooperation with municipalities and local solid waste hauling and recycling contractors, a recycling program geared toward improving the 25% goal. Federal, state, and local government agencies, including educational facilities, as well as business and industry should be a part of any recycling program.
- 5) Establish educational programs intended to foster implementation of the Solid Waste Management Plan, particularly as it relates to the solid waste hierarchy of Reduce, Reuse, Recycle/Compost and Landfill.
- 6) Serve existing and future land uses within the County and promote implementation of sound land use planning concepts and zoning practices.
- 7) Encourage participating contractors to provide solid waste management services incorporating variable rate pricing and provision(s) of recycling services.
- 8) Establish target dates for major solid waste decisions, including the opening and closing of future solid waste handling and disposal facilities.
- 9) Investigate the feasibility of single-stream collection of recyclables and curbside collection including consideration of economics, participation, and quality of collected materials.
- 10) Foster discussion with other waste jurisdictions regarding solid waste management.
- 11) Establish a second mulch and yard trimmings collection site for the consolidation and processing of yard waste in the western region of the County if constructing, permitting, and operating such a site is economically feasible.
- 12) Target construction and demolition waste for recycling to better support the LEED building process.

1.2 POLICIES FOR IMPLEMENTATION

The fiscal and environmental concerns of solid waste disposal by means of landfilling necessitates an aggressive County program to reduce, reuse, and recycle/compost as much of the County waste stream as economically feasible.

1.3 COUNTY GOVERNMENT STRUCTURE

Allegany County is governed by the three-member Board of County Commissioners. Commissioners are elected on a county-wide basis and serve four-year terms. The Board elects one Commissioner to serve

as its President. The Board is required to meet monthly. Solid waste management planning is the responsibility of the Allegany County Department of Public Works. The governmental organizational chart is provided in Figure 1-1 County Organizational Chart.

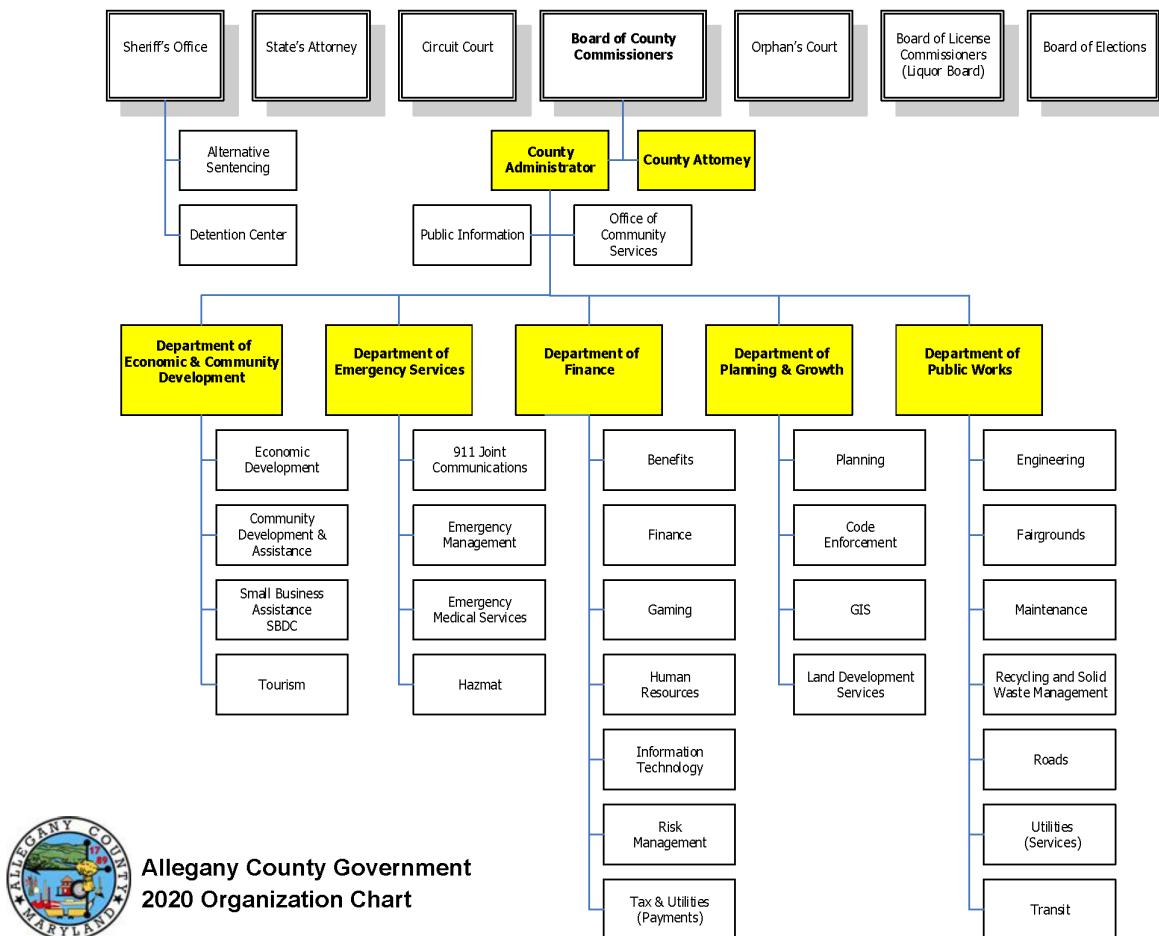


Figure 1-1 County Organizational Chart

1.4 FEDERAL, STATE AND LOCAL CONTROLS

The legal controls for solid waste were established as an act of Congress which resulted in the Resource Conservation and Recovery Act of 1976 (RCRA). RCRA requires that responsibilities for solid waste management be clearly delineated and calls upon the EPA to monitor state management of landfills.

Subtitle D of RCRA is the Federal law which defines the requirements for the management of non-hazardous solid waste and recycling. On October 9, 1991, EPA Subtitle D Criteria regarding Federal regulations for Municipal Solid Waste Landfills (MSWLF) became effective. These regulations, among other things, established requirements for composite liner systems in MSWLF, increased requirements for groundwater monitoring, and defined the requirements for financial assurance for landfill owners and operators for the closure and post-closure site maintenance and monitoring of MSWLF sites.

A summary of Federal and State laws and regulations affecting solid waste management is included in Appendix B.

The State of Maryland has agencies that are involved in a wide range of activities relating to solid waste. The Department of the Environment is the State's principal regulatory agency with respect to solid waste management and the State's lead agency for implementation of RCRA.

Title 9, Subtitle 5, of the Environment Article of the Annotated Code of Maryland requires that each county adopt and submit to the Department of the Environment for approval, a solid waste management plan which covers a minimum 10-year planning period. This plan is to be reviewed, updated if necessary, and adopted by the governing body of the County on a triennial basis after public hearing of proposed revisions.

As a Code Home Rule County, Allegany County's Board of Commissioners is empowered to adopt local ordinances regulating solid waste and protecting the public health and safety. Among those actions which the County should continue are:

1. Utilize the Solid Waste Management Board to advise the County Commissioners on the planning, coordination, operation, and control of all solid waste management activities in Allegany County.
2. Limit the hours for accepting waste at municipal waste landfills and transfer stations in Allegany County to 7:00 a.m. to 5:00 p.m., Monday through Friday and 7:00 a.m. to 2:00 p.m. on Saturdays. In the event of a County emergency necessitating access to or operation of the landfill, hours may be extended only so long as that emergency persists. If the hours for acceptance of waste are extended, within 24 hours the landfill operator shall provide to Allegany County and to the Maryland Department of the Environment written notification specifying the hours the landfill was open beyond the permitted waste acceptance hours and the nature of the emergency justifying the extended waste acceptance hours.
3. Prohibit truck parking on public roadways providing access to solid waste handling or disposal facilities during those hours when the facility is not in operation.
4. Prohibit transfer of separately collected yard waste for final disposal in Maryland landfills unless the owner or operator of the landfill provides for the organics recycling of yard waste.

Table 1-2 Contacts Responsible for Solid Waste Management in Neighboring Jurisdictions

Garrett County, Maryland	Dave Baker Department Manager of Solid Waste and Recycling 3118 Oakland Sang Run Road Oakland, MD 21550 (301) 387-0322 dwbaker@garrettcounty.org
Washington County, Maryland	Dave Mason Deputy Director of Solid Waste 12630 Earth Care Road Hagerstown, MD 21740 (240) 313-2790 dmason@washco-md.net
West Virginia Region 8 Solid Waste Authority	Jeff Slack Director of Solid Waste Region 8 Solid Waste Authority P.O. Box 116 Petersburg, WV 26847 (304) 257-2644 jslack@region8swa.org
Bedford County, Pennsylvania	Regina Miller Recycling Coordinator 702 West Pitt Street Suite 3 & 4 Bedford, PA 15522 (814) 623-8099 rmiller@bedfordcountyconservation.com Donald Schwartz (814) 623-4827 Planning Director 200 South Juliana Street Bedford, PA 15522 (814) 623-8099
Somerset County, Pennsylvania	Brad Zearfoss Recycling/Solid Waste Coordinator 300 North Center Avenue Suite 540 Somerset, PA 15501 (814) 445-1544 bzearfoss@co.somerset.pa.us

Chapter 2 Background Information

2.1 POPULATION

Allegany County population is forecast to remain relatively constant throughout the planning period and into the future as shown in Table 2-1 Allegany County, MD Population Actual* and Projected. Data for years 1990 through 2010 was taken from US Census data. Population projections concur with figures provided by the Maryland Department of Planning and last updated December 2020.

Table 2-1 Allegany County, MD Population Actual* and Projected

Year	Population	Population Change
1950*	89,556	
1960*	84,169	-5,387
1970*	84,044	-125
1980*	80,548	-3,496
1990*	74,946	-5,602
2000*	74,930	-16
2010	75,087	157
2015	72,650	2,234
2020	70,660	-1,990
2025	71,400	740
2030	72,150	750
2035	72,900	750
2040	73,560	660
2045	74,200	640

*Census Totals
MDP Projections

2.2 MUNICIPAL AND FEDERAL FACILITIES

Figure 2-1 Federal, State and Municipal Lands and Institutions identifies the location of all municipalities within Allegany County. (This map does not include small Federal entities such as post offices, etc.)

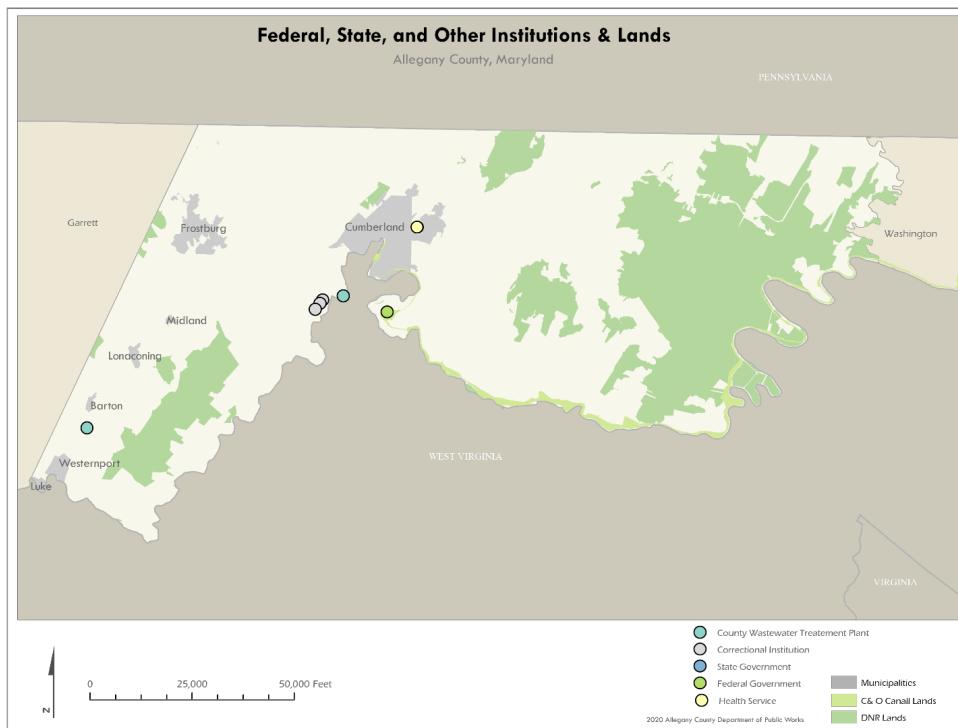


Figure 2-1 Federal, State and Municipal Lands and Institutions

2.3 ZONING

This Solid Waste Management Plan shall not be used to create or enforce local land use and zoning requirements.

The current Allegany County Zoning Ordinance was updated and made effective February 1, 2018. The latest revisions were made to reflect the information contained in the 2014 Comprehensive Plan. Since that time, there have been no significant amendments to Allegany County Zoning Ordinance's existing provisions relating to solid waste management activities.

Solid waste management activities are identified as institutional uses in the current County Zoning Code, and are permitted in all districts, except the "R"-Residential Districts. Site plan review is required. Landfill location is subject to Board of Appeals approval except when located in the "I"-Industrial District. Existing County Zoning Districts are listed in Table 2-2 Allegany County Zoning by Area. Solid waste management activities continue to be a permitted use in industrial zones, may be permitted with special exception with conditions in urban districts, and are prohibited in the residential districts in the February 1, 2018 revised zoning ordinance. See Figure 2-2 Zoning Map for zone locations throughout the County.

Table 2-2 Allegany County Zoning by Area

Zone	Percent of County Area
Agriculture, Forest, Mining	27.77%
Neighborhood Commercial	0.17%
Major Commercial	0.69%
Conservation	52.54%
General Urban	5.27%
Industrial	1.76%
Municipality	3.55%
Residential 1	3.70%
Residential 2	3.56%
Water	0.98%
Total	100.0%

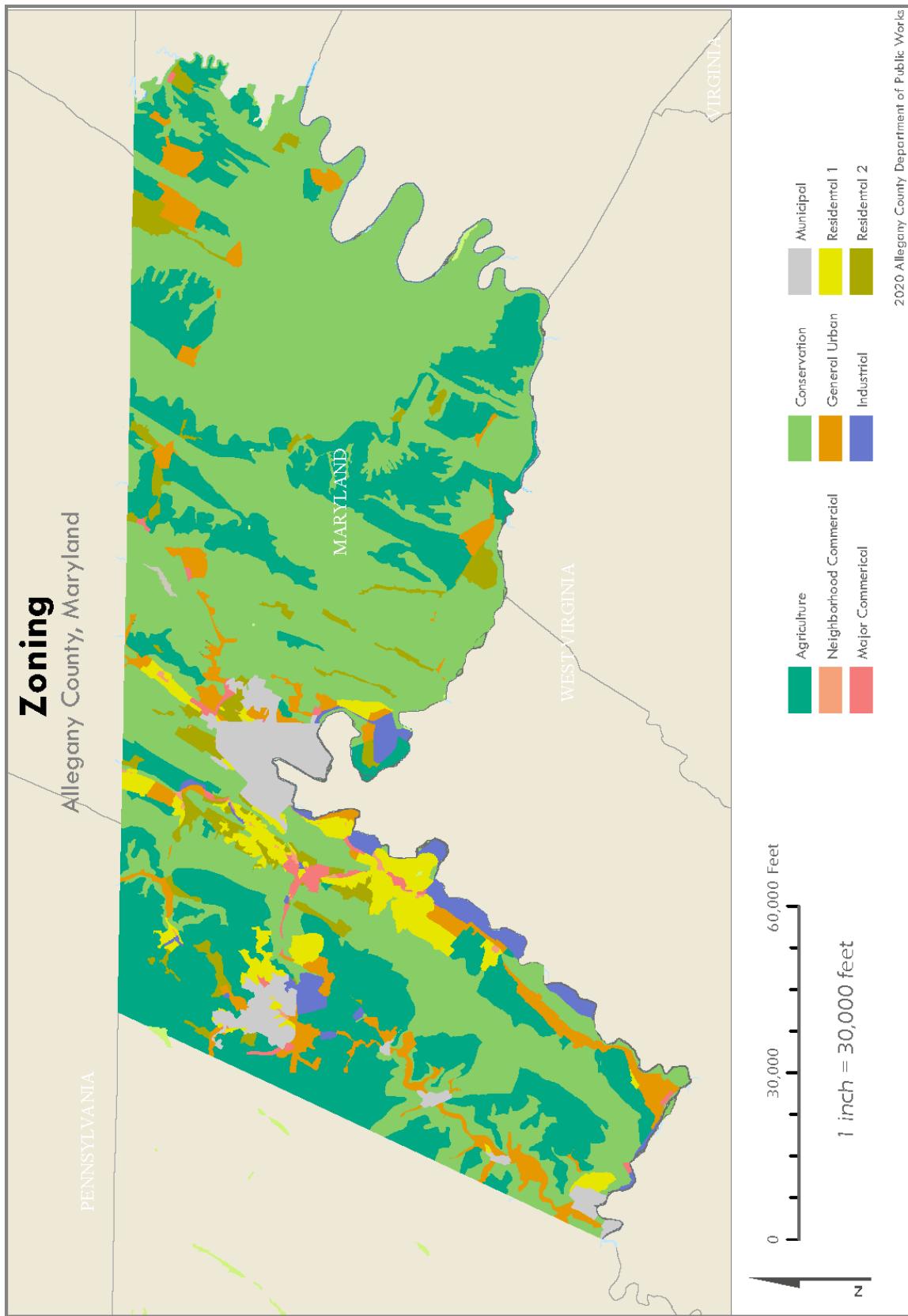


Figure 2-2 Zoning Map

2.4 COMPREHENSIVE PLAN

The Allegany County Comprehensive Land Use Plan was originally adopted in 1965. In accordance with State regulations, an updated Land Use Plan was included as a segment of the County's 2014 Comprehensive Plan Update, adopted May 21, 2014. That Plan includes segments on Land Use, Housing, Transportation, and Community Facilities. The Plan refers to the County Solid Waste Management Plan and relies on this document to present detailed information pertaining to the provision of solid waste services. See Figure 2-3 Existing Land Use Map.

Designated Growth Areas (DGA) developed for the 2014 Comprehensive Plan coincide by and large with the Priority Funding Areas (PFA) direct future growth in and around existing urban development areas that are served by public infrastructure.

Future Land Use categories designate the land use that the County has determined to be the most desirable for a particular area. Future land use is meant to guide future development and re-development. The Future Land Use Map limits changes to existing land use to the DGA.

Development pressure is not an issue in Allegany County at this time nor is it anticipated to become a future issue due to the lack of abundant suitable land. The Future Land Use Plan has been developed independently to reflect the conditions and/or constraints such as public infrastructure, including sewer and water. See Figure 2-4 Future Land Use Map.

Existing Land Use

Allegany County, Maryland

PENNSYLVANIA

MARYLAND

WEST VIRGINIA



Figure 2-3 Existing Land Use Map

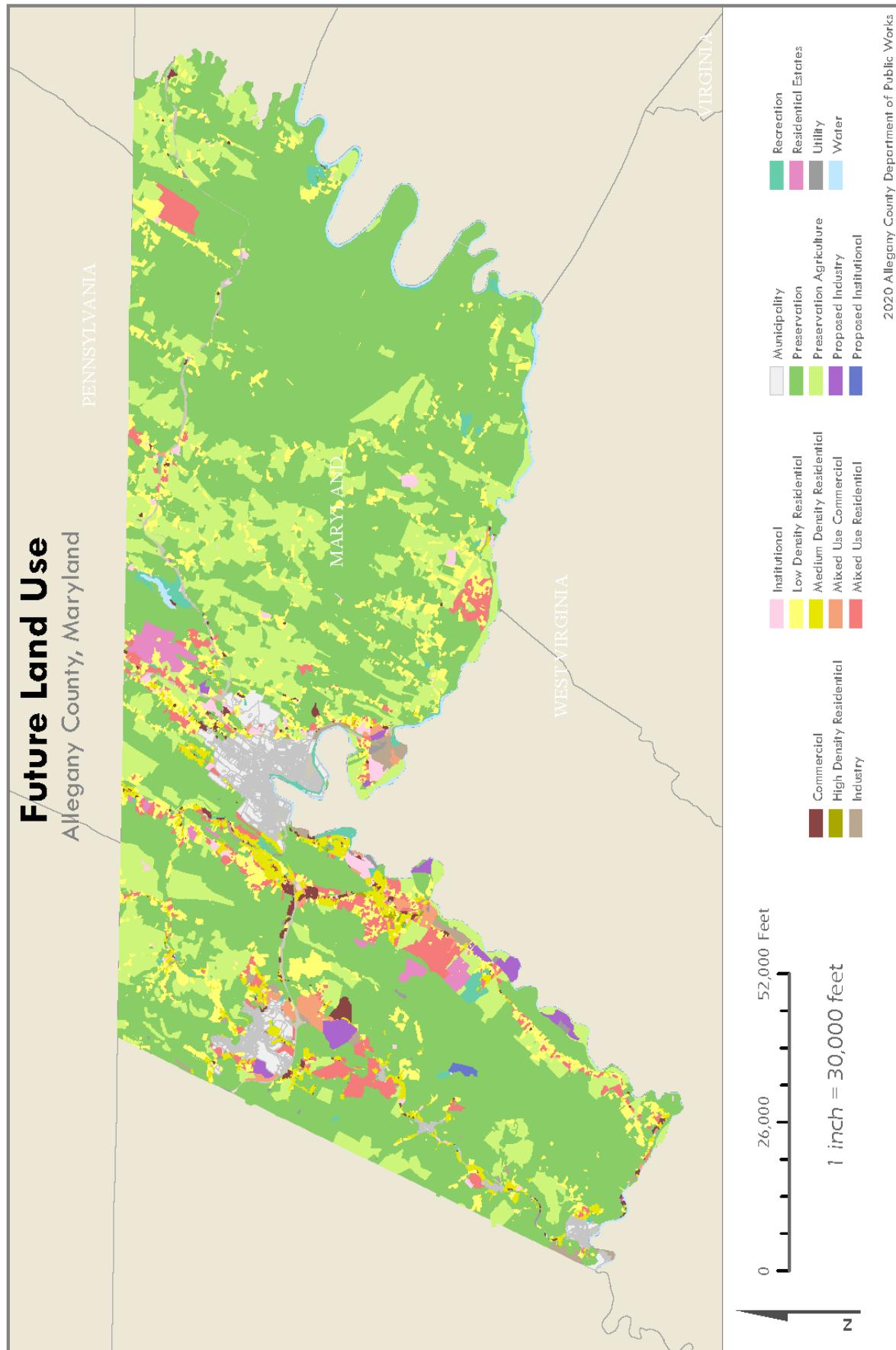


Figure 2-4 Future Land Use Map

Chapter 3 Existing Solid Waste Streams and Facilities

3.1 EXISTING AND PROJECTED SOLID WASTE STREAMS

Allegany County has historically, but unofficially, served as a regional solid waste disposal area. Since the 1960's, the County's solid waste disposal facilities have served not only Allegany County but also nearby areas and communities in Garrett County, MD, Pennsylvania, and West Virginia. Current and projected annual waste generation for Allegany County is shown in Table 3-1 1.

The projected volume of solid waste to be generated in Allegany County over the next 5-year and 10-year planning periods is also shown on Table 3-1 1. The following factors will have an effect on the actual quantity of solid waste generated or disposed in the County:

1. Low anticipated growth of a previously declining population as per the Maryland Department of Planning Population Projections.
2. Reduced solid waste disposal volume from County's recycling and source reduction efforts.
3. Exporting all waste to out-of-County landfills, which is to take effect once Mountainview Landfill reaches capacity and permanently closes.

The volume of solid waste ultimately disposed of in Allegany County is dictated by remaining capacity of the Mountainview Landfill, Inc., which is expected to be at capacity in late 2023 as currently permitted. When this takes place, all waste in Allegany County will be processed at the Western Maryland Transfer Station and transported to the Mostoller Landfill near Somerset, PA as per the County's agreement with Waste Management until 2035. See Appendix A. Prior to this agreement's expiration and no later than 2029, the County will be investigating options for future waste disposal.

3.2 WASTE GENERATION

Current quantities (2015-2019 calendar year) of solid waste generated in Allegany County have been determined from multiple sources of data including: (1) tickets and annual tonnage reports for waste customers using the Mountainview Landfill, (2) Western Maryland Transfer Station, (3) annual MRA report, and (4) information provided by the MDE. In addition, preliminary data for the year 2020 has been sampled from Mountainview Landfill reports and the annual MRA report.

Table 3-1 Allegany County Annual Waste Generation and Projections

Waste Category	Actual (tons)	Projections (tons)					
		2019	2021	2023	2025	2027	2029
MSW Residential	7,215	7,190	7,220	7,250	7,280	7,311	7,342
MSW Commercial	14,622	14,571	14,631	14,692	14,754	14,816	14,880
MSW Mixed	33,409	33,291	33,431	33,570	33,711	33,852	33,998
Industrial (solids, liquid, etc.)	9,273	9,240	9,279	9,318	9,357	9,396	9,436
Institutional (schools, hospitals, etc.)	0	0	0	0	0	0	0
Demolition Debris (C&D)	7,646	7,619	7,651	7,683	7,715	7,747	7,781
Land Clearing	0	0	0	0	0	0	0
Controlled Hazardous Substance (CHS)	0	0	0	0	0	0	0
Dead Animals	0	0	0	0	0	0	0
Bulky or Special Waste	0	0	0	0	0	0	0
Vehicle Tires	0	0	0	0	0	0	0
Wastewater Treatment Plant Sludges	2,415	2,407	2,417	2,427	2,437	2,447	2,458
Special Medical Waste	134	134	134	135	135	136	136
Asbestos	44	44	44	44	44	45	45
Total MRA and Non-MRA Waste	74,758	74,495	74,806	75,118	75,433	75,749	76,075
Total MRA and Non-MRA Recyclables	294,169	293,134	294,359	295,585	296,827	298,069	299,352
Total Waste Generated	368,927	367,166	369,166	370,703	372,260	373,818	375,427

Notes:

1. Includes County-operated Oldtown, Flintstone, Little Orleans and Mountainview Landfill Refuse Disposal Sites
2. After Mountainview Landfill reaches permitted capacity, all Allegany County generated waste will be disposed out-of-State
3. MRA - Maryland Recycling Act

3.3 IMPORTED AND EXPORTED WASTE

Because of the regional nature of its solid waste facilities, Allegany County has historically been subject to an inflow of solid waste from outside its borders. Historically, the most significant sources of waste entering the County come from the following contributors:

- Town of Ridgeley, West Virginia
- Town of Piedmont, West Virginia
- Allegany Ballistics Laboratory, Rocket Center, WV
- Region 8 Solid Waste Authority Romney, WV

Mountainview Landfill accepts non-hazardous municipal solid waste and construction demolition from areas outside Allegany County.

Historically, minimal quantities of municipal solid waste which are generated in Allegany County are disposed outside of Allegany County. Undefined quantities of rubble may be leaving the County for disposal in Pennsylvania or West Virginia in lieu of paying for disposal at Mountainview Landfill.

In 2007, Howell Trucking, a major waste hauler in the county, began hauling waste to Mostoller Landfill in Somerset County, PA. In 2009, Interstate Waste Services (then owner of Mostoller Landfill) acquired Howell Trucking. In 2013, the Western Maryland Transfer Station, owned at the time by Interstate Waste Systems and now owned by Waste Management, was permitted and began operating. Solid waste processed there is exported to Mostoller Landfill in Somerset, PA. In 2014, Advanced Disposal purchased Interstate Waste Services and now collects solid waste in Allegany County, a majority of which is transported for disposal at the Mostoller Landfill.

Non-MRA (Maryland Recycling Act) solid wastes currently leaving Allegany County include the following items and estimated quantities:

- Recycled scrap metal – quantity unknown
- Fly ash from AES Warrior Run land reclamation – 60,000 tons/year
- Water treatment residuals from Cumberland - 500 tons/year
- Scrap tires to a recycler in Baltimore – 156 tons/year
- Wastewater sludge from Westvaco – 30,000 tons/year
- Household hazardous waste – 4.5 tons/year
- Sewage sludge from Cumberland – 2,500 tons/year

Materials generated from recycling activities, except yard trimmings, also currently leave the County. See Table 3-2 Recyclables Leaving Allegany County for quantities.

Table 3-2 Recyclables Leaving Allegany County

Calendar Year	Total MRA Recyclables (tons)	Compost (tons)	MRA Recyclables Leaving County (tons)
1998	11,042	2,510	8,532
1999	10,815	2,320	8,495
2000	15,289	2,731	12,558
2001	15,874	2,828	13,046
2002	19,343	2,300	17,043
2003	20,578	5,658	14,920
2004	21,268	2,267	19,001
2005	22,469	2,618	19,851
2006	24,686	3,197	21,489
2007	23,620	2,784	20,836
2008	25,122	2,600	22,522
2009	25,954	2,352	23,602
2010	21,923	3,461	18,462
2011	29,036	2,916	26,120
2012	29,551	3,174	26,377
2013	35,451	2,810	32,641
2014	33,881	2,321	31,560
2015	38,028	2,505	35,523
2016	45,545	2,025	43,520
2017	43,635	2,850	40,785
2018	37,761	2,800	34,961
2019	35,112	4,520	30,592

Below is a summary of the areas served and type of collection for each:

- Frostburg, Luke – Municipal (self-served)
- Cumberland, Barton, Westernport – Municipal (commercial contract)
- Frostburg State University – State facilities (self-served)
- Rocky Gap State Park, Correctional institutions – State facilities (commercial contract)
- LaVale, Lonaconing, Midland, all others – Subscription service

Although Allegany County does not regulate or license solid waste haulers, the following is a list of the larger commercial solid waste collection firms known to be operating in Allegany County as of 2021:

- Waste Management (formerly Advanced Disposal)
- United Disposal Service
- Curry's Dumpster Service
- Kiddie's Contractor Dumpster
- Frank's Dumpster Service
- Sunshine Sanitation Services
- Perry's Solid Waste Disposal
- Knobley Mountain Hauling
- Apple Valley Waste
- Burgmeier's Hauling, Inc.
- Selective Hauling, LLC

3.4 EXISTING SOLID WASTE ACCEPTANCE FACILITIES

Allegany County solid waste is currently accepted at four County-operated residential refuse disposal and recycling sites, a transfer station, and one private landfill. The County has contracted for the placement and hauling of recycling drop boxes from fifteen sites and has established a mulch and yard trimmings collection site.

3.4.1 MOUNTAINVIEW LANDFILL

On February 8, 1991, the Chambers Development Company was granted a permit for construction of a commercial 39.9-acre sanitary landfill located along Maryland Route 36 approximately two miles south of Frostburg. Said permit (No. 90-01-04-08A) was valid for a five-year period.

The Mountainview Landfill opened for operation on February 3, 1992 as a fully-privatized, commercial municipal solid waste landfill. In April 2011, Mountainview Landfill, Inc. (formerly Chambers Development Company) was issued its latest sequential five-year renewal permit for the landfill. Mountainview Landfill, Inc. is responsible for landfill planning, design, construction, operation, closure, and post-closure monitoring.

In 2020, Mountainview Landfill, Inc. was sold by Waste Management to GFL Environmental. In July 2021, GFL sold Mountainview Landfill, Inc. to Noble Environmental. Noble Environmental expects to operate the landfill until its permitted capacity is reached. They are investigating the potential to do a minor modification to the grading at the landfill to increase the capacity and additionally to open additional cells to further increase the capacity. If and when the landfill does reach capacity, Noble Environmental will be responsible for closure and post-closure care of the landfill.

Table 3-3 Mountainview Landfill Details

Maryland Grid Coordinates	N 713,920, E 774,817 (1983 datum)
Size	39.9 acres permitted (500-acre tract)
Solid Waste Accepted	Non-hazardous solid waste
Ownership	Mountainview Landfill, Inc. (wholly-owned subsidiary of Noble Environmental)
Permit Status	Permit No. 2011-WMF-0010 Issued 3/2011 Permit No. 2016-WMF-0010 Issued in 3/2016
Capacity Used in 2019	2.10%
Capacity Used to Date	94% as of 12/31/2019
Anticipated Years of Service Remaining	1 – 1.5 years (mid-late 2023)

Table 3-4 Annual Landfill Total Tonnages (Mountainview Landfill)

Calendar Year	Waste Landfilled at Mountainview Landfill (tons)	Total Remaining Permitted Capacity (tons)	Percent Total Capacity Used for Year
1998	130,854		
1999	127,127		
2000	126,089		
2001	116,429		
2002	122,722		
2003	166,767		
2004	125,983		
2005	112,915		
2006	132,584		4.28%
2007	120,686	1,010,519	4.54%
2008	107,363	962,467	3.30%
2009	97,761	666,738	2.65%
2010	60,671	606,067	2.00%
2011	64,514	541,553	2.30%
2012	80,991	515,919	2.89%
2013	84,736	375,796	3.03%
2014	85,332	290,364	3.00%
2015	75,426	215,038	2.69%
2016	84,258	216,300	3.00%
2017	81,162	362,820	2.50%
2018	72,830	261,085	2.30%
2019	69,165	191,920	2.10%

Table 3-5 Historic Landfill Tipping Fees

Fiscal Year	County MSW (\$/ton)	County MSW Minimum Charge	County CD (\$/ton)	Out-of-County MSW (\$/ton)	Out-of-County CD (\$/ton)	Scrap Tires (car/truck, \$ each)
1993	31.00		51.00	42.00	55.00	-
1994	31.90		51.00	42.00	55.00	-
1995	32.83		51.00	42.00	55.00	2.00/5.00
1996	34.10		51.00	42.00	55.00	2.00/5.00
1997	35.10		51.00	42.00	55.00	2.00/5.00
1998	36.10		51.00	42.00	55.00	2.00/5.00
1999	37.10		51.00	42.00	55.00	2.00/5.00
2000	37.60		51.50	42.00	55.00	2.00/5.00
2001	38.60		51.50	42.00	55.00	2.00/5.00
2002	39.50		51.50	42.00	55.00	2.00/5.00
2003	40.00	27.18	51.50	42.00	55.00	2.00/5.00
2004	40.00	27.18	51.50	42.00	55.00	2.00/5.00
2005	41.00	27.18	52.50	43.00	56.00	2.00/5.00
2006	41.00	27.18	52.50	43.00	56.00	3.00/6.00
2007	42.00	27.18	53.50	44.00	57.00	3.00/6.00
2008	43.00	27.18	54.50	45.00	58.00	3.00/6.00
2009	44.29	27.18	56.13	46.35	59.74	6.00/10.00
2010	44.29	27.18	56.13	46.35	59.74	
2011	44.29	27.18	56.13	46.35	59.74	
2012	45.40	27.18	57.53	46.35	59.74	
2013	46.75	27.18	57.75	48.75	59.75	
2014	47.50		57.91			
2015	48.46	38.14	59.09			
2016	49.44		60.62			
2017	50.45	40.75	61.85			
2018	51.26	41.36	63.31			
2019	51.26		64.31			
2020	51.26		64.31			

Notes:

1. Includes a \$1.00/ton recycling fee surcharge collected for Allegany County from 1992 to 1999; a \$1.50/ton recycling fee beginning in July 2000.
2. An additional fuel surcharge has been assessed beginning August 2003.
3. As of March 2010, scrap tires were no longer accepted at the Mountainview Landfill. Scrap tires may be disposed of at various local businesses for a nominal cost. More information may be found in Section 3.5.6.
4. As of the date of this publication, an environmental fee of ~4% is added to the tipping fee.

Prior to February, 1998, Allegany County residents could dispose of three bags of trash at no fee at the Mountainview Landfill or three other refuse disposal sites. In February 1998, the County enacted a \$0.25 fee per trash bag or can. That fee was raised to \$0.50 fee per trash bag or can in May 2002, to \$0.75 in January 2012, and to \$1.00 in January 2017. The County pays for the hauling and tipping fee costs for disposal of this waste. The tag fee revenue in fiscal year 2019 was \$252,253.75 which offsets about 69% of the \$365,351.94 in cost for this service. See Appendix G.

3.4.2 WESTERN MARYLAND PROCESSING FACILITY AND TRANSFER STATION

The Western Maryland Transfer Station was opened in 2013 by Interstate Waste, the predecessor of Advanced Disposal. In 2020, Waste Management merged with Advanced Disposal and now owns and operates the Transfer Station, which is permitted for 90,500 tons per year capacity. Modifications to the Transfer Station are anticipated to handle the increased waste from Allegany County resulting from the pending closure of Mountainview Landfill in 2022.

Table 3-6 Western Maryland Processing Facility and Transfer Station Details

Location Address	13810 Hazmat Drive, Cumberland, MD 21502
Maryland Grid Coordinates	N 713,920, E 774,817 (1983 datum)
Size	5.85 acres
Solid Waste Accepted	Non-hazardous solid waste
Ownership	Waste Management
Permit Status	Permit No. 2019-WPT-0632, Expires 11/14/2024

3.4.3 COUNTY REFUSE DISPOSAL SITES

Currently, Allegany County maintains four Residential Refuse and Recycling sites (aka Green Box sites) where Allegany County residents may dispose of small quantities of household solid waste for a fee. These sites, along with active and closed landfill sites, are shown on Figure 3-1 Allegany County Solid Waste Disposal Facilities.

The County either leases the ground or has an agreement to use the sites. The sites, which are attended, are serviced by a contract hauler on an as-needed basis. See Table 3-6 County-Operated Refuse Disposal Sites for location and operating hours of each.

Table 3-7 County-Operated Refuse Disposal Sites

Oldtown	20124 Oldtown Road SE, Oldtown, MD 21555 County Roads Garage on MD Route 51	Wednesday 10 am – 6 pm Saturday 9 am – 5 pm
Flintstone	26706 National Pike, Flintstone, MD 21530 1.0 mile west of Fifteen Mile Creek Road <i>Note: This site will be closed and combined with Little Orleans to become a new site on MV Smith Road in late 2022.</i>	Thursday 10 am – 6 pm Sunday 9 am – 5 pm
Little Orleans	11306 Orleans Road South, Little Orleans, MD 21766 County Roads Garage on Orleans Road <i>Note: This site will be closed and combined with Flintstone to become a new site on MV Smith Road in late 2022.</i>	Friday 10 am – 6 pm
Mountainview Landfill	13300 New Georges Creek Road, Frostburg, MD 21532	Monday – Friday 7 am – 3:30 pm Saturday 7 am – 2 pm

3.4.4 SEPTAGE DISPOSAL

In November 1991, a committee established by the County Commissioners developed the Allegany County Septage Management Plan. That Plan is incorporated into this Solid Waste Management Plan by reference. A summary of the data and information included follows.

Total septage collected and disposed of is estimated at 580,000 gallons per year (1,600 gpd.)

Until March 2000, 95% of the commercially collected septage in Allegany County was disposed of at the Upper Potomac River Commission (UPRC) Wastewater Treatment Plant in Westernport. The remainder was disposed of out-of-County, either via treatment plants or land application. In March 2000, the UPRC facility stopped accepting septage. In April 2002, following completion of an upgrade project, a septage receiving station reopened at the UPRC facility. In 2020, UPCR accepted four to five truckloads of septage per day from commercial haulers in the tri-state area.

The National Park Service operates a wood chip and septage research compost site near Orleans, Maryland for 15,000-18,000 gallons of septage per year collected from its facilities along the C&O Canal.

Disposal of grease is a problem since no sewage treatment plants will accept it. Additionally, land application has proven troublesome and commercial haulers, such as rendering plants, will only service larger grease collection facilities.

3.4.5 SOLID WASTE DISPOSED OF IN OUT-OF-COUNTY FACILITIES

There are several identified solid waste materials that are disposed of by governmental jurisdictions in locations in Allegany County other than the Mountainview Landfill.

The City of Cumberland entered a fifteen-year contract with two additional five-year contract terms with New England Fertilizer Company in May 26, 2009 to operate a sludge drying facility at the Cumberland Wastewater Treatment Plant. This facility will produce a dry, pelletized fertilizer product from the bio-solids generated at the plant which is then marketed for land application.

The City of Frostburg operates a coal ash disposal site for its residents at its City Street Department facility.

Allegany County Solid Waste Disposal Facilities

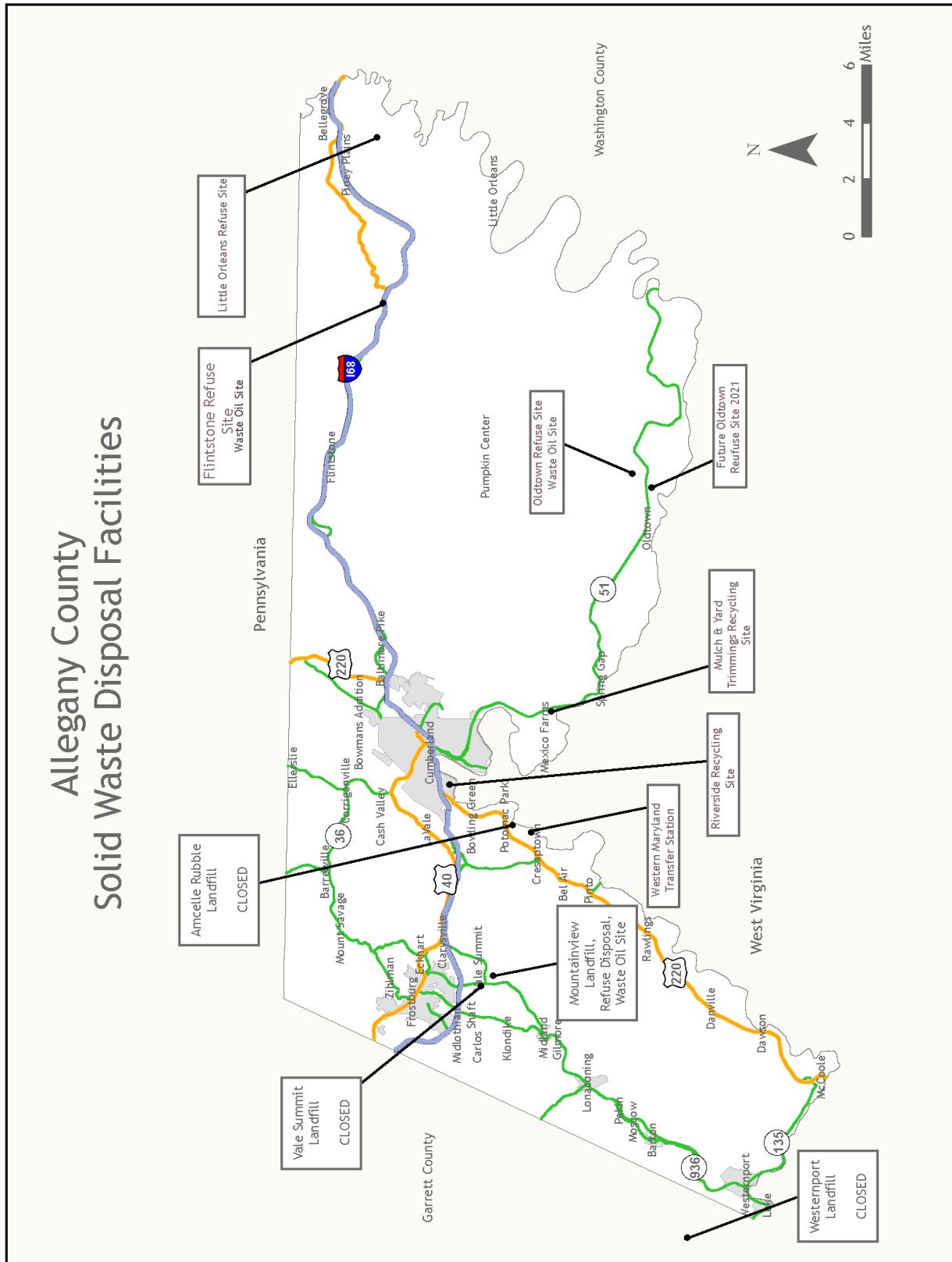


Figure 3-1 Allegany County Solid Waste Disposal Facilities

3.5 RECYCLING

In July 2001, following a competitive proposal process, Allegany County entered into continuing contracts with Penn-Mar Recycling to operate the Riverside Recycling Site and County Recycling Center. The current site is located at 975 Kelly Road, Cumberland, MD.

On June 22, 2001 the County entered in its first agreement with Penn-Mar Recycling LLC, to provide recovery, processing, reporting, and marketing of recyclable materials collected in Allegany County. Since this time the parties have entered into six agreements, dated February 2004, May 2007, January 2010, July 2014, April 2015, April 22, 2021. On October 6, 2011 Penn-Mar Recycling entered into a lease/purchase agreement with the Board of County Commissioners of Allegany County to lease real property known as Building 24 and 25 Riverside Industrial Park at 975 Kelly Road, Cumberland, Maryland and moved their operations from the former recycling building at 201 Riverside Avenue, Cumberland, MD to the aforementioned property. In 2020, Penn-Mar Recycling paid off the mortgage. At the Penn-Mar Building, the following recyclables are collected and processed for shipping:

- Aluminum and steel cans
- Newspaper
- Magazines
- Cardboard and paperboard
- Office paper
- White goods (aka appliances)
- #1 plastic
- #2 plastic
- Electronics
- Fluorescent light bulbs
- Batteries

The Riverside Recycling Site (formerly known as the County Recycling Center) is the most comprehensive of the County's recycling collection facilities.

Clear, brown, and green glass are separately collected at limited recycling sites and the contracted hauler transports the glass to Carry All Products in Connellsville, PA for processing.

3.5.1 RESIDENTIAL RECYCLING MATERIAL DROP-OFF SITES

In 2019, the County purchased a Pro-Tainer brand roll-off trailer, and twenty-one 21-CY recycling boxes to eliminate leased boxes at the recycling sites and to decrease hauling costs. When full, these trailers are hauled by County staff to the recycler.

The County owns five trailers for collecting flattened cardboard and six trailers for collecting #1 and #2 plastics. The trailers are stationed at the Mountainview Landfill, Riverside Recycling Site, and Staples in LaVale. When full, these trailers are hauled by County staff to the recycling center. These trailers can be moved around as demand requires. The County has also established an office paper recycling program for State offices, County offices, and various small businesses at Riverside Recycling Site, and a collection bin is located at the Mountainview Landfill. There are three permanent locations for the collection of magazines. From 1993-2018, the County conducted an annual telephone book recycling program with prizes for school/student participation. This program was replaced by the plastic film recycling challenge, sponsored by Trex decking located in Winchester, VA from 2017-2020. The County recycling office will continue to work with local schools to educate students on recycling.

Figure 3-2 Allegany County Recycling Sites 2019 shows the current locations of recycling sites. Because the location and relocation of the boxes is a dynamic situation, the current locations are not listed in this plan, but are posted on the County's Recycling webpage. The County's Recycling Office provides the publicity necessary for public awareness of the recycling box locations.

Additional information on the County's recycling efforts is found in Section 4.3.2.



Figure 3-2 Allegany County Recycling Sites 2019

3.5.2 USED MOTOR OIL RECYCLING DROP-OFF SITES

There are four residential waste oil recycling drop-off sites available for public use in Allegany County. These sites are monitored by the County and the oil is collected via a contract established by the State of Maryland, through Maryland Environmental Service. In 2020, 9,304 gallons of used motor oil was collected.

Site Name

- Riverside Recycling Site
- Flintstone Refuse Site
- Oldtown Refuse Site
- Mountainview Landfill

<u>Location</u>
End of Kelly Road Cumberland, MD 21502
26706 National Pike Flintstone, MD 21530
18622 Lower Town Creek Road Oldtown, MD 21555
13300 New Georges Creek Road Frostburg, MD 21532

3.5.3 CURBSIDE RECYCLING

Effective July 1, 2014, the City of Cumberland began offering curbside recycling to its residents via its waste hauling contract with Burgmeier's Hauling. Burgmeier's was again awarded the 2019 contract to continue dual-stream curbside recycling, from July 1, 2019 – June 30, 2022 with two optional one-year extensions. See Figure 3-3 City of Cumberland Trash and Recycling Totals.

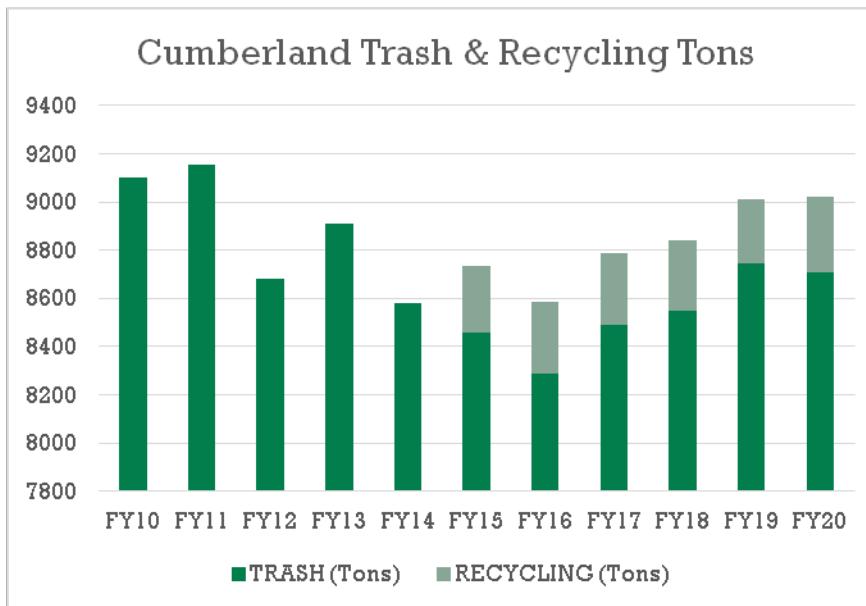


Figure 3-3 City of Cumberland Trash and Recycling Totals

3.5.4 MULCH AND YARD TRIMMINGS RECYCLING SITE

In April 1991, Allegany County established a low-technology mulch and yard trimmings site. The site was located along US 220 approximately three miles south of I-68 near Cresaptown on ground owned by the State of Maryland Western Correctional Institute (WCI.) Expansion of the WCI forced the County to relocate the mulch site. The site is now on County-owned property located at 11700 PPG Road, Cumberland, MD, as shown on Figure 3-2 Allegany County Recycling Sites 2019 above.

Leaves, trimmings, grass, and brush are collected and delivered by contract haulers from their service area, and there is a public drop-off area for the same materials at the site. The County also provides for Christmas tree drop-off and mulching after the holidays. Mulch is available for free to the public. Additionally, excess mulch created at the site is sold to Grant County Mulch (of Grant County, West Virginia) where it is further processed and sold for public use.

Given the success of the program, the possible placement of a satellite mulch and yard trimmings collection site at Mountainview Landfill or other location in the County is being considered.

Backyard composting also offers a non-burn alternative for material recovery. It is hoped that both the Mulch and Yard Trimmings Recycling site and composting in residential backyards has reduced the County Health Department's need to issue 2,097 burn permits in 2019.

3.5.5 WHITE GOODS

County residents may recycle white goods (including goods containing Freon) at private scrap metal collection facilities. In the 2021 Recycling Agreement, Penn-Mar Recycling, LLC added White Goods to the list of items collected and managed by Penn-Mar. See Appendix A.4

3.5.6 SCRAP TIRES

In 1998 and 1999, the City of Cumberland and Allegany County participated in separate programs to collect and dispose of residential scrap tires. The City's program consisted of curbside collection of scrap tires, while the County's program was a one-day drop-off event. The estimated weight of the collection events is shown in Table 3-8 Scrap Tire Collections.

In 2010, the County Commissioners approved a year-round County-sponsored scrap tire drop-off event charging resident \$1.00/tire to help offset the cost of recycling and hauling. Since this time, the recycling fee for tires has increased with the cost of the residential trash sticker. It is currently \$3.00/tire, as of December 2020.

In July 2011, the County Commissioners approved a pilot Scrap Tire Collection Program at the remote Refuse Disposal sites; the program is still in effect as of this date. Residents were charged \$2.25/tire to help offset the cost of the program. The has been \$3.00/tire since 2017.

In 2017, the County Recycling Program expanded its tire program to accept tires by appointment at the County Office Complex from County residents to provide an ongoing outlet for this hard-to-dispose-of item.

In 2018, the County sponsored a Tire Recycling Event at the County Fairgrounds, charging residents a special rate of \$1.00/tire in response to the lack of Tire Amnesty Grant funding that was generously awarded from MDE allowing for free tire residential disposal in 2010- 2013.

In 2021, MNM&D, Inc., a company that recycles tires, opened a location in McCoole. As they get permitted and fully open, the County will look into options to have scrap tires recycled locally with MNM&D, Inc.

Table 3-8 Scrap Tire Collections

Scrap Tires (tons)				
Year	City of Cumberland	Allegany County Regular Collection	Allegany County Special Event	Total
1998	98		177	275
1999	41		71	112
2000			25	25
2001			-	0
2002			103	103
2003			-	0
2004			72	72
2005			-	0
2006			110	110
2007			-	0
2008			88	88
2009			50	50
2010			57	57
2011		22		22
2012		22		22
2013			58.61	58.61
2014		11.3		11.3
2015		7.7		7.7
2016		9.9		9.9
2017		11		11
2018		7.1	11	18.1
2019		35		35

3.5.7 ELECTRONICS RECYCLING

Since 2002, the County conducted electronics recycling events where residents could drop-off televisions, computers, printers, and other electronic appliances to be recycled for a fee. The tonnages collected at these events are shown in Table 3-9 Electronics Recycling Totals.

Allegany County established an electronics recycling program in 2002. Allegany County's program accepted computers and monitors, televisions, printers, and similar devices from residents and businesses at special collection events held annually in Frostburg and Cumberland. These materials were transported to an electronics recycler at the conclusion of the event. This service was provided for a nominal fee by Allegany County.

More special drop-off events for electronics recycling were held in the years spanning 2013-2017, but electronics special event funding grants have since been unavailable. Since 2017, the County Recycling Program has promoted ongoing electronics recycling through Penn-Mar and local retailers accepting electronics for recycling, such as Staples and Goodwill.

After the Mountainview Landfill closes, TVs and other electronics will not be accepted for transfer to the Mostoller Landfill.

Table 3-9 Electronics Recycling Totals

Calendar Year	Electronics (tons)			
	Ongoing Residential	Commercial	Event	Total
2002			17.61	17.61
2003			7.12	7.12
2004	11.3		14.67	25.97
2005	38.82		29.41	68.23
2006	25.82		8.78	34.60
2007	61.17		48.22	109.39
2008	32.71		39.02	71.73
2009	14.2	80.56	6.56	101.32
2010	66	100.34	33.90	200.24
2011	40	110.76	21.80	172.56
2012	29.1	90.11	29.09	148.30
2013	24.1	109.86	1.88	135.83
2014	85.88	0.38	NA	86.26
2015	58.06	16.98	32.71	107.75
2016	77.5	10.49	10.24	98.23
2017	19.43	20.54	73.00	112.97
2018	44.0	16.5	NA	60.50
2019	49.98	9.88	NA	59.86

3.5.8 HOUSEHOLD HAZARDOUS WASTE DROP-OFF EVENTS

To date, the County has sponsored twelve Household Hazardous Waste drop-off events. On designated Saturdays in 1994-1996, 1998, 2000, 2002, 2004, 2006, 2008, 2015, 2017, 2019, and 2021 residents were invited to bring household hazardous waste (HHW) along with fluorescent light tubes, expired medicines, dry cell batteries and paint for reuse or recycling.

The HHW was handled and disposed of by Laidlaw, Inc. (1994 and 1995,) Care Environmental

Table 3-10 Household Hazardous Waste Special Collection Totals

Year	Household Hazardous Waste Collected (pounds)
1994	19,500
1995	5,500
1996	8,000
1998	6,600
2000	7,930
2002	10,300
2004	9,800
2006	9,040
2008	10,650
2015	4,260
2017	16,600
2019	19,377

Corporation (1996 - 2006,) MXI Environmental Services (2008,) and ACV Environmental through a

Maryland Environmental Service contract (2015 - 2019.) See Table 3-10 Household Hazardous Waste Special Collection Totals for the weight of material collected at each event.

The Household Hazardous Waste events scheduled for 2010 and 2012 were not held due to lack of available grant funding. In 2015 and 2017, the Solid Waste Management Board requested funding from municipalities, haulers, and the landfill to hold a Household Hazardous Waste Event. Since this time the Household Hazardous Waste Event, rebranded in 2019 as the Too Toxic to Trash event, is held biennially with funding from County, grant funding, and other sponsors.

3.6 ALLEGANY COUNTY APARTMENT BUILDING AND CONDOMINIUM RECYCLING (ABCR) PROGRAM

In April 2012, the Maryland General Assembly passed House Bill 1, Environmental-Recycling – Apartment Buildings and Condominiums requiring recycling in all apartment buildings and condominiums that contain ten or more dwelling units. The law became effective on October 1, 2012 (amending Section 9-1703 of the Environment Article, Annotated Code of Maryland.) Section 9-1703 (b) (12) of the Environment Article, Annotated Code of Maryland requires each County and Baltimore City to revise its recycling plan within the Solid Waste Management Plan by October 1, 2013.

Too Toxic To Trash

Allegany County Recycling Collection Event

Dispose of household hazardous waste the **RIGHT** way

Allegany County Residents Only
Please be prepared with proof of residence.





WHEN Saturday, October 5, 2019
9 am - 2 pm Rain-or-Shine
WHERE Allegany County Fairgrounds
11490 Moss Avenue
Cumberland, MD

FREE DISPOSAL OF

Automotive



Gasoline
Oil & Grease
Fluids
Polish & Wax
Road Flares
Lead Acid Batteries

Exterior



Pool Chemicals
Propane Tanks
Driveway Sealer
Camp Fuel
Insect Repellent

Household



Cleaning Products
Paint Thinner
Drain Cleaners
Aerosol Cans
Smoke Detectors
Batteries
Mercury
(thermometers & blood pressure cuffs)
Fluorescent Bulbs
Fire Extinguishers
Rat Poison
Cooking Oil

Garden



Pesticides
Herbicides
Fertilizers
Flea Collars
Moth Balls

Hobby



Spray Paint
Chemistry Kits
Glues & Adhesives
Nail Polish & Remover
Photographic Chemicals

Paint Recycling
\$2 per container

Cash, check, and credit card accepted.

Latex
Acrylic
Oil Based
Enamels
Stains



DO NOT BRING

X Tires
Electronics
Ammunition
Explosives
Medicine

DO NOT BRING

Explosives
Medical Waste

Please keep in mind...

This is only a partial listing, see website for list.
Bring products in original containers, if possible.
Do not mix or consolidate products.
Please let volunteers unload your items.
No contractor or business waste will be accepted.

Questions? Call 301-777-5933x210 or Visit alleganygov.org



Burgmeier's Hauling Inc.

NEFCO

This event is made possible by the Allegany County Commissioners, Burgmeier's Hauling Inc., Chesapeake Bay Trust, City of Cumberland, City of Frostburg, Maryland Environmental Trust's Keep Maryland Beautiful, NEFCO, and Yuck Old Paint.

Allegany County, MD

27

2021 – 2031 Solid Waste Management Plan

3.6.1 APARTMENT BUILDING AND CONDOMINIUM RECYCLING PROGRAM

Through the cooperation of the Allegany County Department of Public Works (DPW) and local municipalities, the County has identified 59 apartment buildings and condominiums that fall under the scope of the law. Of these apartment buildings and condominiums, 45 are located within municipal boundaries; the remaining 14 are in unincorporated areas.

The County Recycling Coordinator will relay a copy of the law, the ABCR Program, including the materials that must be recycled (i.e., plastic, metal, glass containers and paper) to the apartment and condominium owner or property manager.

An apartment and condominium owner or property manager shall decide how the materials will be stored, collected, and transported to the recycling markets, Penn-Mar Recycling, or another bona fide recycling center. Apartment and condominium owners or property managers are encouraged to report to the County on an annual basis details on the required recycling activities. An online form will be prepared by the Recycling Coordinator. Other program requirements are listed below.

3.6.1.1 Materials Included in Program

Recyclables include: plastic, metal, and glass containers, and paper.

3.6.1.2 Collection of Material

Apartment and condominium owners or property managers are responsible for providing all containers, labor, and equipment necessary to fulfill recycling requirements throughout their buildings. Distinctive colors and/or markings of recycling containers should be provided to avoid cross contamination. The apartment and condominium owner or property manager must ensure collection and transportation of recyclable materials from apartment and condominium to the location where the materials are delivered.

3.6.1.3 Marketing of Materials

Apartment and condominium owners or property managers are responsible for the marketing of their recyclables or delivering them to the Penn-Mar Recycling. The apartment and condominium owners or property managers are encouraged to submit annual reports detailing the recycling tonnage removed from the apartment and condominium and the markets or bona fide recycling destination for the materials.

3.6.1.4 Stakeholders

Stakeholders that will be involved in implementing the law are:

1. County Commissioners – Responsible for adopting language of ABCR Program for the SWM Plan.
2. County Department of Public Works – Responsible for overseeing Recycling and Solid Waste activities and maintaining a list of all apartment buildings and condominiums that fall under the requirements of the ABCR Program.
3. County Recycling Coordinator – Responsible for communicating the requirements of the law to the apartment and condominium owners or property managers; As requested, assisting apartment and condominium owners or property managers in developing a recycling program; Developing an online recycling reporting survey to be used by apartment and condominium owner or property manager in reporting recycling activities.
4. County Solid Waste Management Board – Responsible for updating the County's recycling plan to include the ABCR program and amending the County Solid Waste Management Plan.
5. Owner or Manager of the Apartment Building or Councils of the Unit Owners of Condominium – Responsible for providing recycling to the residents of each apartment building or condominium by October 1, 2014; Securing and managing recycling contracts with a contractor for providing material collection and recycling services from the building locations; Providing material collection bins and containers for transporting the materials from the buildings to the markets; Performing record keeping and reporting to the County on annual basis as required.

3.6.1.5 Participating Apartment Buildings or Condominiums in ABCR Program

Jurisdiction	Owner(s)	ABC Address	ABC City	ABC ZIP	Units
Cumberland	Allegany Co Public Housing Authority	701 Furnace Street	Cumberland	21502	34
Cumberland	Baltimore Avenue Apartments	205 Baltimore Avenue	Cumberland	21502	43

Cumberland	Housing Authority of Cumberland, MD	135 N. Mechanic Street	Cumberland	21502	100
Cumberland	Housing Authority of Cumberland	302-304-306-308-310-312 Frederick Street	Cumberland	21502	25
Cumberland	Steinbach, Louis & David Trustees	10 N. Liberty Street	Cumberland	21502	68
Cumberland	Housing Authority of Cumberland, MD	235 Paca Street	Cumberland	21502	95
Cumberland	Cumberland Housing Preservation Partners, LP	220 Somerville Avenue	Cumberland	21502	114
Cumberland	Cumberland Partners, LP	701 Fourth Street, Apts. 103-113-115-	Cumberland	21502	71
Cumberland	Klot's Mill Lofts, LLC	903 Gay Street, SFD's 100 thru 103	Cumberland	21502	50
Cumberland	Housing Authority of Cumberland	75 (B#4 A-C) & 95 (B#5 A-H) W. Oldtown Rd	Cumberland	21502	80
Cumberland	Housing Authority of Cumberland	625 (Bldg #17/A-G) & 645 (Bldg #10/A-G) E. First Street	Cumberland	21502	125
Cumberland	Cumberland Associates, Ltd.	1500-02-04-06-08-10-12-14-16-18	Cumberland	21502	138
Cumberland	Allegany College of Maryland	10250 Willow Woods Court	Cumberland	21502	60
Cumberland	Crossgates, Inc.	229 Baltimore Avenue	Cumberland	21502	102
Cumberland	Cumberland Meadows, LP	12500 Willowbrook Road	Cumberland	21502	64
Cumberland	Craig Mahrle	805 Maryland Ave., Apts. 1 FF-Fr, 2 SF-Rr, 3 SF-Rr	Cumberland	21502	11
Cumberland	Gary L. Murphy	325 Pennsylvania Ave., Apt. 1 - 2 - 3	Cumberland	21502	10
Cumberland	Curlee Miller	311 Columbia St., Apts. 3 (SF Lft) & 4 (SF-Rt)	Cumberland	21502	10
Cumberland	Wolberg Leasing, LLC	607 Piedmont Avenue, Rear, Apts.	Cumberland	21502	18
Cumberland	Glenn T. Simpkins	818 Mt. Royal Avenue, Apts. 1-A, 2-B, 3-C,	Cumberland	21502	15
Cumberland	Cumberland Properties, LLC	12 S. Lee St., Apts. 1A Rt Side-1B Left Side	Cumberland	21502	11
Cumberland	Cendo Partners	937 Bishop Walsh Road, Apts. 3-4-5	Cumberland	21502	21
Cumberland	Cendo Partners	932 Seton Drive, Apts. 1 & 2	Cumberland	21502	22
Cumberland	Cendo Partners	947 Seton Drive, Apts. 1 through 8	Cumberland	21502	16
Cumberland	Matthew Kelly, Robert P. Shanholtz and Richard I. Godlove	328 Fayette St., Apts. 1 FF-Frnt Lt&2 FF Mdl Rr	Cumberland	21502	10
Cumberland	James E. Wilson, et al Trustees - Trust of Jeanne A. Wilson	103 Washington St., Apts. 1-A FF Front & 1-B FF Rr	Cumberland	21502	11
Cumberland	Dr. Marc Dinola	122 Bedford St Apt 3	Cumberland	21502	21
Cumberland	Jacobson Investments, LLC	212 Decatur St., Apts. 1FF-Rr & 2 FF-Rr	Cumberland	21502	10
Cumberland	Larry Werner	2 Altamont Terrace (FF-Front)	Cumberland	21502	11

Cumberland	Sinamericaemy	650 Bishop Walsh Road, Apt. 302 (TF), Apt 303 (TF)	Cumberland	21502	12
Cumberland	Cendo Partners	951 Seton Dr	Cumberland	21502	10
Cumberland	11 Columbia LLC	Columbia Street	Cumberland	21502	16
Cumberland	Nationwide Health Properties, Inc.	506 White Avenue	Cumberland	21502	16
Frostburg	Failinger Kermit B-thelma J	9 Main St	Frostburg	21532	18
Frostburg	Housing Authority Of Frostburg	Broadway	Frostburg	21532	50
Frostburg	Mountain View Estates	Midolothian Road	Frostburg	21532	70
Frostburg	Mountain View Estates	White Ash Ln	Frostburg	21532	17
Frostburg	Mountain View Estates	316 Braddock Road	Frostburg	21532	17
Frostburg	M-s Investments Inc	88 Park Ln	Frostburg	21532	12
Frostburg	Re Frostburg Llc	Village Parkway	Frostburg	21532	157
Frostburg	Reece Brandon P	185 Park Ave	Frostburg	21532	10
Frostburg	Unger Raymond W-martha R	Bobcat Ct	Frostburg	21532	11
Frostburg	Valley View Assoc Lmtd Partnership	Mechanic Street	Frostburg	21532	30
Frostburg	Washington Ridge Limited Partnership	200 Bishop Murphy Drive	Frostburg	21532	28
Allegany	Adds Squires Inc	Ulh Hwy	Oldtown	21555	11
Allegany	Bel Air Apartments Lp	15819 McMullen Hwy SW	Cresaptown	21502	40
Allegany	Bible Richard D-kimberly R	13900 Baltimore Pike	Cumberland	21502	10
Allegany	Cresap Knoll Apartments Inc	12902 N Cresap St	Cumberland	21502	21
Allegany	Cresap Knoll Apartments Inc	12916 N Cresap Knoll Ave	Cumberland	21502	24
Allegany	Cresap Knoll Apartments Inc	12918 N Cresap St`	Cumberland	21502	24
Allegany	Fuller William H Jr	17202 Old National Pike	Frostburg	21532	14
Allegany	Holt Richard A Et Ux	345 National Hwy	LaVale	21502	11
Allegany	Jaynor Enterprises Inc	13102 Bowling St	Cumberland	21502	12
Allegany	Kelly F Patrick	300 National Hwy	LaVale	21502	16
Allegany	Macy Joyce B	Harold Dr	Cresaptown	21502	12
Allegany	Macy Joyce B	Harold Dr	Cresaptown	21502	12
Allegany	Squires F E Jr Et Ux Et Al	Baltimore Pike	Cumberland	21502	10
Allegany	Cumberland Mews Associates	16116 Orchard Mews Dr	Cresaptown	21502	32

Note: New apartment buildings or condominiums that will fall under the requirements of the law will begin participating in the ABCR when receiving occupancy permit from the appropriate jurisdiction.

3.6.1.6 Program Monitoring

The County Recycling Coordinator will assist the regulated entities, as requested, to comply with the ABCR Program. However, the apartment and condominium owner or property manager will conduct inspections, review service levels, investigate reported or unreported pick-up and disposal complaints, meet with residents or recycling contractor staff to educate or review practices, and review contractor compliance with the recycling contract.

The apartment and condominium owner or property manager shall be responsible to keep the residents current on new regulations, laws, and mandates affecting recycling in the apartment buildings or condominiums.

3.6.1.7 Program Enforcement

While the County will cooperate with and assist those regulated entities to comply with the law, the County does not plan to undertake responsibility for enforcement of this law either in its municipal or non-municipal areas.

3.7 COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL PROGRAMS

3.7.1 RECYCLING IN PUBLIC SCHOOLS

It is the responsibility of the Allegany County Commissioners to ensure the implementation of the Public Schools Recycling Plan. The Allegany County Board of Education (ACBOE) and the Allegany College of Maryland Board of Trustees (ACMBOT) have the responsibility for developing and implementing recycling programs for their respective schools. Allegany County Department of Public Works (ACDPW) solid waste and recycling staff will continue to provide technical support and guidance.

This Plan is to be implemented in compliance with State law as of October 1, 2010. Public School Recycling Plans must be completed and programs must be operational no later than October 1, 2010. At the time of publication of this plan, all Allegany County Public Schools and Allegany College of Maryland are participating in recycling programs as described in Recycling in Public Schools and summarized as follows.

3.7.1.1 Allegany County Public Schools

Due to current market and geographic limitations, there are no commercial haulers or processors available in the County for single-stream recycling. To implement this plan, schools shall continue to collect and separate materials and transport them to the Penn-Mar Recycling for processing and marketing. Materials that shall be collected in the public schools include cardboard, office paper, #1 plastics, phone books, fluorescent bulbs, ferrous and non-ferrous metals, and electronics. Collection is typically performed by custodial staff at each school, with materials picked up weekly and transported to Penn-Mar Recycling for processing and marketing. Materials to be collected under this program will be re-evaluated annually to ensure practicality of the program, with efforts made to expand the program to include additional materials as feasible.

3.7.1.2 Allegany College of Maryland

To implement this Plan, ACM will continue to collect and separate materials and transport them to Penn-Mar Recycling or another collection site for processing and marketing. Materials that shall be collected include cardboard, office paper, and electronics. ACM is working with Allegany County to establish a County recycling collection site on its campus. This site will serve as a collection point for materials generated on the campus including cans, newspaper and magazines. This collection site was established June 1, 2011. In recent years, Allegany College of Maryland contracted with Advanced Disposal to bring a comingled recycling program on campus. Materials to be collected under this program will be re-evaluated periodically to ensure practicality of the program with efforts made to expand the program to include additional materials as feasible.

- A. Stakeholders include the Commissioners and ACDPW Solid Waste staff, ACBOE Operations staff, and ACM maintenance staff. ACDPW staff will provide technical support and guidance for the public school recycling program at the request of ACBOE and ACM. ACBOE and ACM staff will be responsible for the provision of collection containers in the schools and the collection and transport of sorted materials to a collection point.
- B. As new schools are constructed, they will be added to the public school recycling program within 30 days of the start of the first academic year that the facility is open to students. Public schools involved in the recycling program include the following.

Elementary Schools

Beall 3 East College Avenue Frostburg, MD 21532 301-689-3636	Frost 260 Shaw St, Frostburg, MD,21532 301-689-5168	Parkside 50 Parkside Blvd, LaVale, MD 21502 301-729-0085
Bel Air 14401 Barton Blvd Cumberland, MD, 21502 301-729-2992	Georges Creek 15600 Lower Georges Creek Rd Lonaconing, MD 21539 301-463-6202	South Penn 500 East Second St Cumberland, MD 21502 301-777-1755
Cash Valley 10601 Cash Valley Rd LaVale, MD 21502, 301-724-6632	John Humbird 120 East Mary Street, Cumberland, MD, 21502 301-724-8842	West Side 425 Paca Street Cumberland, MD, 21502 301-724-0340
Cresaptown 13202 Sixth Avenue Cresaptown, MD 21502 301-729-0212	Mount Savage 13201 New School Road Mount Savage, MD, 21545 301-264-3220	Westernport 172 Church Street Westernport, MD 21562 301-359-0511
Flintstone 22000 National Pike NE Flintstone, MD 21530 301-478-2434	Northeast 11001 Forest Avenue Cumberland, MD 21502 301-724-3285	

Middle Schools

Braddock 909 Holland Street Cumberland, MD, 21502 301-777-7990	Washington 200 N. Massachusetts Avenue, Cumberland, MD, 21502 301-777-5360
Mount Savage 13201 New School Road Mount Savage, MD, 21545 301-264-3220	Westmar 16915 Lower Georges Creek Road Lonaconing, MD 21539 301-463-5751

High Schools

Allegany 900 Seton Drive Cumberland, MD 21502, 301-777-8110	Mountain Ridge 100 Dr. Nancy S. Grasmick Lane Frostburg, MD, 21532 301-689-3377
Fort Hill 500 Greenway Ave, Cumberland, MD 21502 301-777-2570	Center for Career and Technical Education 142111 McMullen Highway Cresaptown, MD 21502 301-729-6486

Other Schools

Eckhart Alternative 17000 National Highway SW Frostburg, MD 21532 301-689-3483
--

Colleges

Allegany College of Maryland
12401 Willowbrook Road SE
Cumberland, MD 21502
301-784-5000

Note: Frostburg State University falls under existing State recycling requirements.

3.7.1.3 Program Implementation Schedule

Allegany County Public Schools operations staff and ACM staff currently collect and transport materials to a County recycling collection point on a weekly basis or as needed. This method of collection will continue at the current frequency after October 1, 2010.

3.7.1.4 Program Monitoring and Contingencies

ACBOE and ACM shall report annually, by March 1 of each calendar year, the types and amounts of materials collected at each school during the previous calendar year to the ACDPW Recycling Coordinator. Following this report and at minimum annually, ACDPW solid waste and recycling staff will meet with ACBOE facilities staff and ACM staff to discuss the state of the public school recycling program. If public schools are determined to be out of compliance with the Public School Recycling Plan, ACDPW solid waste staff will notify, within 30-days of the determination, the schools of non-compliance issues and recommended solutions. The school will then have 30-days to respond and implement corrections to the identified non-compliance issues.

3.7.2 OFFICE BUILDING RECYCLING PLAN

3.7.2.1 Collection and Marketing

Per Section 9-1714 of the Environment Article, Annotated Code of Maryland, office building owners will be responsible for providing all containers necessary to fulfill recycling requirements throughout their buildings, as well as determining the collection schedule directly with the collection contractor by October 1, 2021. Each owner of the participating office building must provide recycling receptacles for the collection of paper, cardboard, metals, and plastic materials and for the removal for further recycling of recyclable materials deposited into the recycling receptacles. Distinctive colors and/or markings of recycling containers should be provided to avoid cross contamination. Office building owners must ensure collection and transportation of recyclable materials from office building locations to processing site or transfer station and are responsible for any associated costs. Owners and/or tenants will be responsible for placing recyclables in building recycling bins prior to their removal on the scheduled pickup day.

3.7.2.2 Stakeholders

Stakeholders include the owners and tenants of applicable office buildings in Allegany County.

3.7.2.3 Required Participants

At the time of the implementation of this requirement, no properties were identified through SDAT records that met the 150,000 square-foot or greater area of office space needed to require participation.

3.7.2.4 Schedule of Implementation

By October 1, 2021:

- Allegany County will post literature about the office building recycling program on the County webpage. Office building owners will begin to educate workers/tenants (as applicable) about the program and the requirements of the law.
- Office building owners will coordinate with tenants (as applicable) to reach agreement as to which entity will be responsible for carrying out the office building recycling program.
- Office building owners will provide recycling receptacles for the collections of recyclable materials.

On or before October 1, 2021, office building owners meeting the required participant level, must have recycling services in place and operational in order to meet the requirements of the office building recycling program. Owners of all size office buildings are encouraged to voluntarily participate in this recycling effort.

3.7.2.5 Program Monitoring

Monitoring of recyclable materials bins will be carried out by office building owners and/or tenants. Allegany County may require the office building owner and/or tenant to report to the County metrics associated with the office building recycling program.

3.7.2.6 Enforcement

The County is not required to manage or enforce the recycling activities of an office building located within the boundaries of one of its municipalities; however, an enforcement agent of the County or municipality may conduct inspections in order to enforce this program.

The County Recycling Office will notify any future affected office building owners of the implementation requirements in accordance with Sections 9-1703 and 9-1714 of the Environment Article, Annotated Code of Maryland. While the County will cooperate with and assist those regulated entities to comply with the law, the County does not plan to undertake responsibility for enforcement of this law either in its municipal or non-municipal areas.

3.8 ALLEGANY COUNTY SPECIAL EVENTS RECYCLING PROGRAM (SERP)

Environment Article, §9-1712, Annotated Code of Maryland, requires Special Events Organizers (SEO) to provide for recycling at special events that meet the following three criteria:

1. Includes temporary or periodic use of a public street, publicly owned site or facility, or public park;
2. Serves food or drink; and,
3. Is expected to have 200 or more persons in attendance.

Projected attendance may be estimated based on past attendance, number registered to attend, the venue's seating capacity or other similar methods.

In consultation with municipalities, the County has identified the following public sites within the County that host or may host special events meeting the above criteria. In addition to the sites listed individually, special events taking place on any local, State, or Federally-owned streets are also included in the Special Events Recycling Program (SERP). See Table 3-11 Municipal, County, State and Federal Sites That May Hold Special Events.

Table 3-11 Municipal, County, State and Federal Sites That May Hold Special Events

Name	Acreage	Classification	Ownership
Allegany County Fairgrounds	151	Community Park	County
Allegheny Highlands Trail	417	Community Park	County
Bel Air Community Park	10	Community Park	County
Cresaptown Community Park	4	Community Park	County
Dans Rock Overlook Park	0	Community Park	County
Ellerslie Community Park	11	Community Park	County
Flintstone Community Park	14	Community Park	County
Holly Avenue Recreation Area	8	Regional Park	County
Hoffman Community Park	12	Community Park	Municipal
C & O Canal National Historical	3,000	National Park	Federal
Fort Cumberland Trail	0	Community Park	Municipal
Paris Glendenning Recreation Complex	28	Community Park	Municipal
Lonaconing Horseshoe Pits	1	Historical/Cultural Area/Site	Municipal
Barton Ballfield	7	Community Park	Municipal
Barton Center Parklet	0	Community Park	Municipal
Barton Recreation Park	2	Community Park	Municipal

Barton School Memorial Park	1	Community Park	Municipal
Braddock Park	6	Community Park	Municipal
Centre Street Recreation Area	1	Community Park	Municipal
East End Playground	1	Community Park	Municipal
Fairmont Avenue Recreation Area	1	Community Park	Municipal
Frostburg Community Park	8	Community Park	Municipal
George Washington Headquarters	0	Community Park	Municipal
Holland Street Park	2	Community Park	Municipal
Howard Street Park	0	Community Park	Municipal
Jaycees Recreation Area	2	Community Park	Municipal
Lonaconing Downtown Parklet	0	Community Park	Municipal
Lonaconing Furnace Park	2	Historical/Cultural Area/Site	Municipal
Lonaconing Recreation Area	1	Historical/Cultural Area/Site	Municipal
Midland Municipal Ballfield	6	Neighborhood Park	Municipal
Mount Pleasant Recreation Park	2	Neighborhood Park	Municipal
Sedgewick Street Recreation Area	3	Neighborhood Park	Municipal
Smith Park	1	Neighborhood Park	Municipal
South End Recreation Area	55	Neighborhood Park	Municipal
Spring Street Park	4	Neighborhood Park	Municipal
Springdale Street Playground	1	Neighborhood Park	Municipal
Taylor Community Athletic Field	2	Neighborhood Park	Municipal
Valley Street Park	0	Neighborhood Park	Municipal
Frostburg West End Park	3	Neighborhood Park	Municipal
Westernport Creekside Park	4	Neighborhood Park	Municipal
Westernport Downtown Park	0	Neighborhood Park	Municipal
Westernport Memorial Park	8	Neighborhood Park	Municipal
Westernport Municipal Park	5	Neighborhood Park	Municipal
Constitution Park	150	Neighborhood Park	Municipal
Dan's Mountain State Park	481	State Park (DNR)	State
Frostburg State University	85	University Sports	State
Rocky Gap State Park	3,200	State Park (DNR)	State
Green Ridge State Forest	49,000	State Forest (DNR)	State
LaVale Lions Ball Field	8	Community Park	County
Ridgedale Playground	1	Neighborhood Park	Municipal

3.8.1 MATERIALS AND OBLIGATIONS

Special Events Organizers are responsible for:

- 3) Providing and placing recycling receptacles adjacent to each trash receptacle at the event (except where already existing on site;)
- 4) Ensuring that recycling receptacles are clearly distinguished from trash receptacles by color or signage;
- 5) Providing any other labor and equipment necessary to carry out recycling at the event;
- 6) Ensuring that materials placed in recycling receptacles are collected and delivered for recycling; and,
- 7) Paying any costs associated with recycling at the special event.

Special Events Organizers may fulfill the requirement to ensure materials are collected and delivered for recycling through one or more of the following methods:

- 1) Self-hauling the materials to a County recycling drop-off site;
- 2) Contracting with a recycling hauler to collect the materials and deliver them for recycling; or
- 3) Receiving prior agreement from the site owner to use an existing on-site recycling collection system.

Recycling at a State-owned site must follow the State agency's recycling plan, if available. Recycling at a federally-owned site must follow any applicable federal recycling plan. If no State or Federal recycling program is available for the site, the SEO must set up a recycling program in accordance with the SERP. Recycling at municipally-owned sites must follow any additional regulations established by the municipality.

3.8.2 STAKEHOLDERS

The following stakeholders will be involved in the SERP:

- 1) Allegany County Department of Public Works (ACDPW) may oversee recycling activities and may provide assistance to all properties that potentially host events falling under the recycling mandate in §9-1712 that are included in the SERP.
- 2) ACDPW in cooperation with Allegany County Solid Waste Management Board will publicly communicate the requirements of the law to prospective Special Events Organizer and owners/operators of publicly-owned sites in the County. Allegany County Department of Public Works Recycling Office may assist SEO in setting up recycling programs; monitor the progress and performance of the SERP; and develop and communicate any additional requirements for recycling under the SERP at County-owned facilities.
- 3) Special Events Organizer is responsible for providing recycling bins and ensuring collection for recycling in accordance with the requirements in §9-1712, beginning on October 1, 2015.

3.8.3 PROGRAM MONITORING

The Special Events Organizer may cooperate with the County Recycling Coordinator to monitor progress and performance of the SERP, as follows:

- Outreach - Special Event Recycling Fact Sheet outlines the SERP requirements for SEO and is available on the County's Recycling webpage at alleganygov.org/recycle
- Monitoring - Special Event Recycling Report Form may be used to report to Allegany County's Recycling Coordinator the amount of recycled material at the special event. The Report Form is available on the County's Recycling webpage at alleganygov.org/recycle

The SEO is responsible for monitoring the implementation of recycling at the special event. SEOs must oversee labeling and placement of recycling receptacles and collection and recycling of recyclables. Performance of any recycling contractor engaged for compliance with the SERP may be monitored by the SEO. The SEO must promptly take action to correct any deficiencies in the contractor's performance.

3.8.4 PROGRAM ENFORCEMENT

While the County will cooperate with and assist those regulated entities to comply with the law, the County does not plan to undertake responsibility for enforcement of this law either in its municipal or non-municipal areas.

Chapter 4 Assessment of Needs

4.1 ASSESSMENT OF SOLID WASTE SYSTEMS

4.1.1 VALE SUMMIT (CABIN RUN) LANDFILL

The Vale Summit (Cabin Run) Landfill is located west of Maryland Route 36 and south of I-68 approximately two miles south of Frostburg. The County has maintained a landfill in this immediate area since 1971. The Vale Summit Landfill stopped accepting wastes on February 3, 1992. This site is closed in accordance with MDE regulations. A final synthetic cap was installed in 1994. Groundwater monitoring wells were installed in 1997 and a semi-annual sampling program is in progress.

ASSESSMENT: This facility is closed and under a post-closure program as prescribed by MDE until 2024.

4.1.2 WESTERNPORT (MORAN) LANDFILL

The Westernport (Moran) Landfill is located approximately two miles northwest of Westernport in Garrett County. Allegany County has maintained a landfill in this immediate area since 1970. The Westernport Landfill stopped accepting waste February 1992.

This site is closed in accordance with MDE regulations. A final non-synthetic cap was installed in 1994. Installation of an impermeable synthetic cap was completed in 2004. Groundwater monitoring wells were installed in 1997, and a semi-annual sampling program is in progress.

ASSESSMENT: This facility is closed and under a post-closure program as prescribed by MDE until 2035.

4.1.3 MOUNTAINVIEW LANDFILL

Chambers' Mountainview Landfill, Inc. was permitted for construction on February 8, 1991. As of March 15, 1999, it became known as Mountainview Landfill, Inc. It is a commercially owned and operated landfill, located on a 500-acre site with a 39.9-acre permitted area east of Maryland Route 36, approximately three miles south of Frostburg. The operating permit is valid for five years and renewable thereafter. The permit was renewed for a five-year period commencing in April 2016. Under contract to Allegany County, Mountainview may accept non-hazardous waste after securing all permits and governmental authorizations, and operate "in accordance with all standards imposed by any federal, state or local authorities" for a period twenty years from date of first receipt of acceptable County waste. The landfill began accepting municipal solid waste on February 3, 1992. A second contract is in place for the period of February 2013 – February 2033. On July 13, 2019 a notification letter was sent to Allegany County explaining it would be cost-prohibitive to expand the capacity of the landfill beyond the current permitted capacity, which is through 2022. Since the notification, Waste Management has merged with Advanced Disposal, and as of November 19, 2020 is the owner of the Western Maryland Transfer Station. See the section below for more information. In October 2020, the Mountainview Landfill was sold to Green for Life Environmental, Inc. On November 19, 2020, a new landfill contract was developed with Allegany County until the current permitted capacity has been met, which is expected in the first quarter of 2022. In July 2021, CFL sold Mountainview Landfill, Inc. to Noble Environmental. They now have responsibility for the landfill contract and eventual closure of the landfill. They are currently investigating options to increase capacity of the landfill in order to keep it open beyond the date provided by Waste Management. They are projecting that the landfill will be able to remain open until mid-late 2023 with no major changes.

The 39.9-acre site is divided into an eight cell footprint. The original design envisioned the need to expand beyond this footprint in order to accommodate the 125,000 tons per year for twenty-year period provision, until 2022, in the contract with Allegany County.

In January 1998, modification of the shape of the 39.9-acre footprint, which was supported by Allegany County, was approved by MDE.

ASSESSMENT: Based on the current tons per year, there is enough permitted solid waste disposal capacity located in the County at the Mountainview Landfill to manage its expected in-County generated municipal solid waste into the year 2023. If Noble does not expand the landfill and it reaches capacity, the County will divert all solid waste to the Western Maryland Transfer Station, owned by Waste Management, and transfer it to the Mostoller Landfill in Somerset, PA.

4.1.4 WESTERN MARYLAND TRANSFER STATION AND MOSTOLLER LANDFILL

The Western Maryland Transfer Station is located behind the State and Federal Prisons at 13810 Hazmat Drive, off of US Route 220 in Cresaptown, Maryland. The Transfer Station began operations in September 2013, and renewed its permit on November 15, 2019. Permit No. 2019-WPT-0632 expires on November 14, 2024. The facility is permitted for 90,500 tons per year and is now owned by Waste Management, as of the Advanced Disposal merger on October 31, 2020. As per the Waste Management, Inc. Contract with the County dated November 19, 2020, after the Mountainview Landfill reaches its permitted capacity, all solid waste in Allegany County will be diverted to the Western Maryland Transfer Station, and transported to Mostoller Landfill until 2035, see Appendix A.

Some modifications to the Transfer Station will need to be made to accommodate the increased number of customers.

The Mostoller Landfill, owned by Waste Management, is permitted by the Pennsylvania Department of Environmental Protection to accept an average of 2,000 tons per day and a maximum of 2,400 tons per day. As of 2019, the landfill accepts 800 - 1,000 tons per day. The landfill is permitted through 2050, with ten-year renewals. Site information is listed below.

• Address:	7095 Glades Pike Somerset, PA 15501
• Size:	93 acres permitted; over 200 acres owned
• Solid Waste Accepted:	Non-hazardous, non-rubble
• Ownership:	Waste Management, Inc.
• Permit Status:	Pennsylvania Department of Environmental Protection, 101571
• Anticipated Years of Service Life:	93 acres expected to have capacity until 2050

ASSESSMENT: Based on the current tons per year, the Western Maryland Transfer station has the capacity to take all of Allegany county's projected 75,000 tons per year of waste. Similarly, the Mostoller Landfill has some 300,000 tons per year excess permitted capacity, which is adequate to serve as an ultimate disposal site for Allegany County's 75,000 tons per year of solid waste until 2035.

4.1.5 COUNTY-OPERATED RESIDENTIAL REFUSE SITES

Currently, the County maintains four residential refuse disposal sites which accept household solid waste in small quantities. NOTE: These refuse disposal sites also have drop boxes for household recyclables and used oil collection. See Section 3.4.2. These or similar operations are planned to be continued through the period, with disposal at the Mountainview Landfill site until closure, and then the Western Maryland Transfer Station and ultimately the Mostoller Landfill. Relocation of the Oldtown site was completed in January 2022. Consolidation of the Little Orleans and Flintstone sites into a single, more comprehensive site is currently being planned for late 2022.

ASSESSMENT: Based on previously mentioned population and waste generation projections, the current or modified number and locations of refuse disposal sites is adequate for the next ten years.

4.2 SITE CONSTRAINTS

The following information shall be used to consider constraints imposed upon the establishment of a solid waste acceptance facility.

The geographical considerations for the siting of solid waste management facilities in the County is discussed and assessed based on all of the following criteria:

a) Topography	(g) Surface Water
b) Soil Types and Characteristics	(h) Existing Water Quality
(c) Geologic Conditions	(i) Land Use
(d) Location	(j) Planned Long Term Growth
(e) Aquifers Use and Depth	(k) Defined Critical Area
(f) Wetlands	(g) Surface Water

The following section discusses the topography and other geologic characteristics that typically exist in Allegany County. However, it is recognized that the ultimate determination of siting and site suitability is a determination of the permitting process administered by the Maryland Department of the Environment.

4.2.1 TOPOGRAPHY

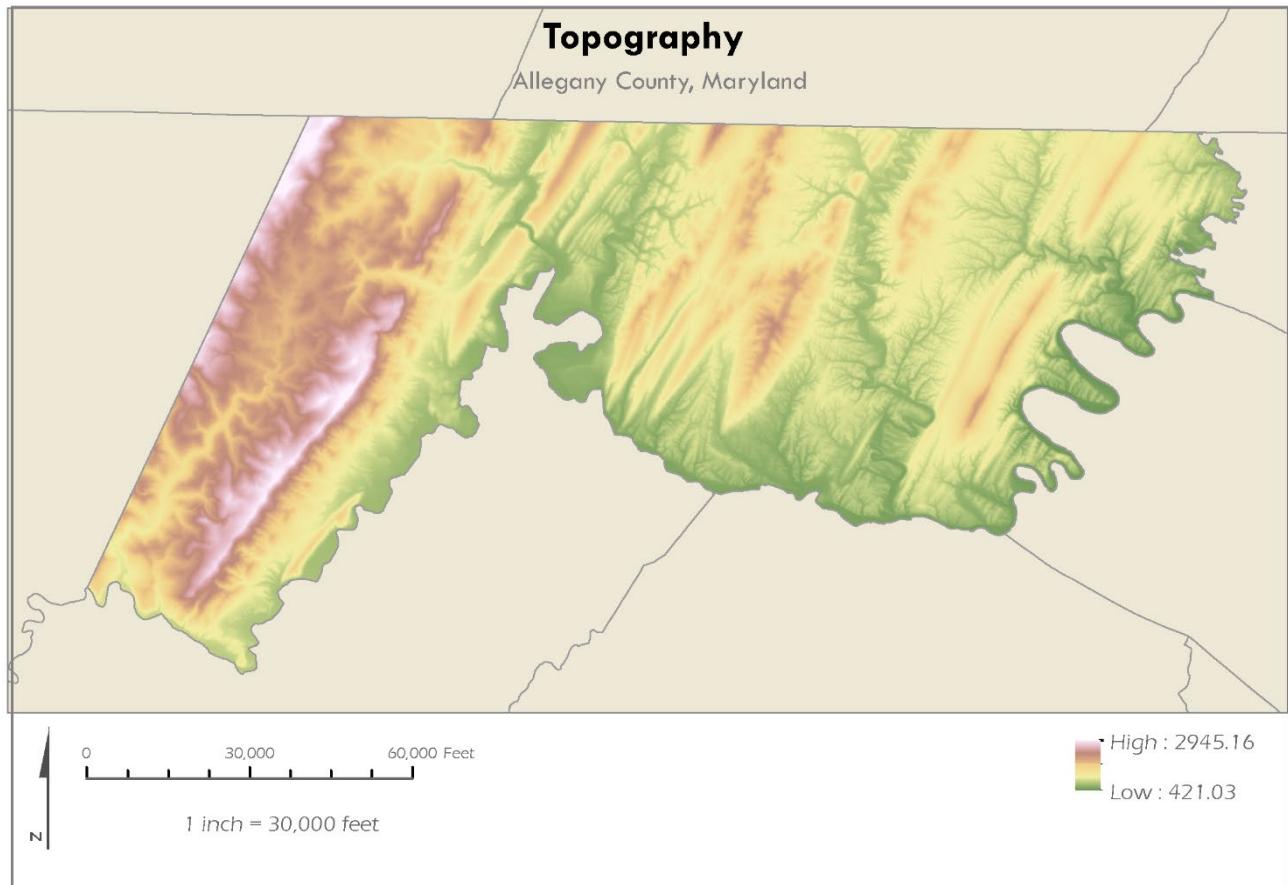


Figure 4-1 Topography Map

Topographically, Allegany County is an area of steep slopes, narrow valleys, and ridge tops.

In the mountainous section of the Allegheny Plateau, there are two narrow, twisting stream valleys.

Georges Creek and Jennings Run have cut into the Allegheny Plateau, exposing numerous rock units and coal seams on both flanks of their narrow valleys. Elevations in the Georges Creek syncline range between less than 1,000 feet near the Potomac River to 2,000 feet near the Pennsylvania line, and in the Dans Mountain chain between 2,000 feet in the north to 2,700 feet in the south. Located along the drainage divide on a land surface, which probably existed in the entire area west of Dans Mountain before stream cutting began, is the City of Frostburg.

To the west of the stream valleys, the land surface rises toward Big Savage Mountain whose crest is in Garrett County. The linear ridge including Big Savage Mountain is 2,934 feet above sea level at Sampsons Rock near the Pennsylvania border.

The Allegheny Front is the boundary between the Allegheny Plateau and Ridge and Valley physiographic regions of the Appalachian Province.

The Allegheny Front is crossed by three streams: the North Branch of the Potomac River at an elevation near 850 feet above sea level; Braddock Run at an elevation of near 1,100 feet; and Jennings Run at an elevation of nearly 850 feet. Slopes are very steep along these streams, as each stream valley is nearly 1,500 feet below the summit of the front.

In the area between Midland and Westernport, the valley floor along Georges Creek is nearly 1,000 feet below the surrounding plateau surface. The land surface is more rolling and slopes are generally less than 500 feet in elevation between Midland and Frostburg.

In this section of Allegany County, nearly all of the land is above elevation 1,000 feet and 50 percent is above 2,000 feet in elevation. The only areas below 1,000 feet are along the three streams, which cut across the Allegheny Front.

The Ridge and Valley section of Allegany County contains a number of major ridges and their numerous offshoots. The major ridges are Town Hill, Green Ridge, Stratford Ridge, Polish Mountain, Warrior Mountain, Martin Mountain, Collier Mountain, Nicolas Ridge, Irons Mountain, Evitts Mountain, Shrivers Ridge, and Wills Haystack Mountain.

Ridge crests in this area are not nearly as high above sea level as those in the Allegheny Plateau section of the County, and, contrary to those in the plateau area, these ridges decrease in elevation southward toward the North Branch and the Potomac River. Evitts Mountain, at nearly 2,300 feet above sea level, is the highest point in the Ridge and Valley section.

The entire area is drained by the Potomac River and its tributaries, the major streams being Wills, Evitts, Town, Fifteen Mile, and Sideling Hill Creeks. Most of these stream valleys range between 450 and 800 feet above sea level, making, in most cases, the difference in elevation from valley floor to ridge crests between 800 and 1,500 feet. The most spectacular change in elevation is near Cumberland where Wills Creek cuts across Wills Mountain, forming a water gap, which is nearly 800 feet high at one point.

Nearly all of the land in the Ridge and Valley section of the County is below elevation 2,000 feet, and approximately 50 percent of this land is below 1,000 feet. The only areas above 2,000 feet are the crests of Evitts and Warrior Mountains and Town Hill. Nearly all of the land in the river valleys is below 1,000 feet, and the lowest point in the County, with an approximate elevation of 450 feet, is located at the confluence of Sideling Hill Creek and the Potomac River.

Fifty five percent of the land in Allegany County has a slope greater than 15 percent; 25 percent, a slope of 8 to 15 percent; and 20 percent, a slope of less than 8 percent. Most of the land with less than 8 percent slope is floodplain or mountain crests, and thus, only the small amount of remaining land is suitable for agricultural and urban use.

The headwaters of the North Branch of the Potomac River occur outside Allegany County at an elevation of 3,150 feet mean sea level. The elevation at its confluence with the South Branch Potomac River near Oldtown is 530 feet. The average slope upstream of Luke is about 50 feet per mile (1:100) while downstream the average is only 8 feet per mile (1:660).

4.2.2 SOIL TYPES AND THEIR CHARACTERISTICS

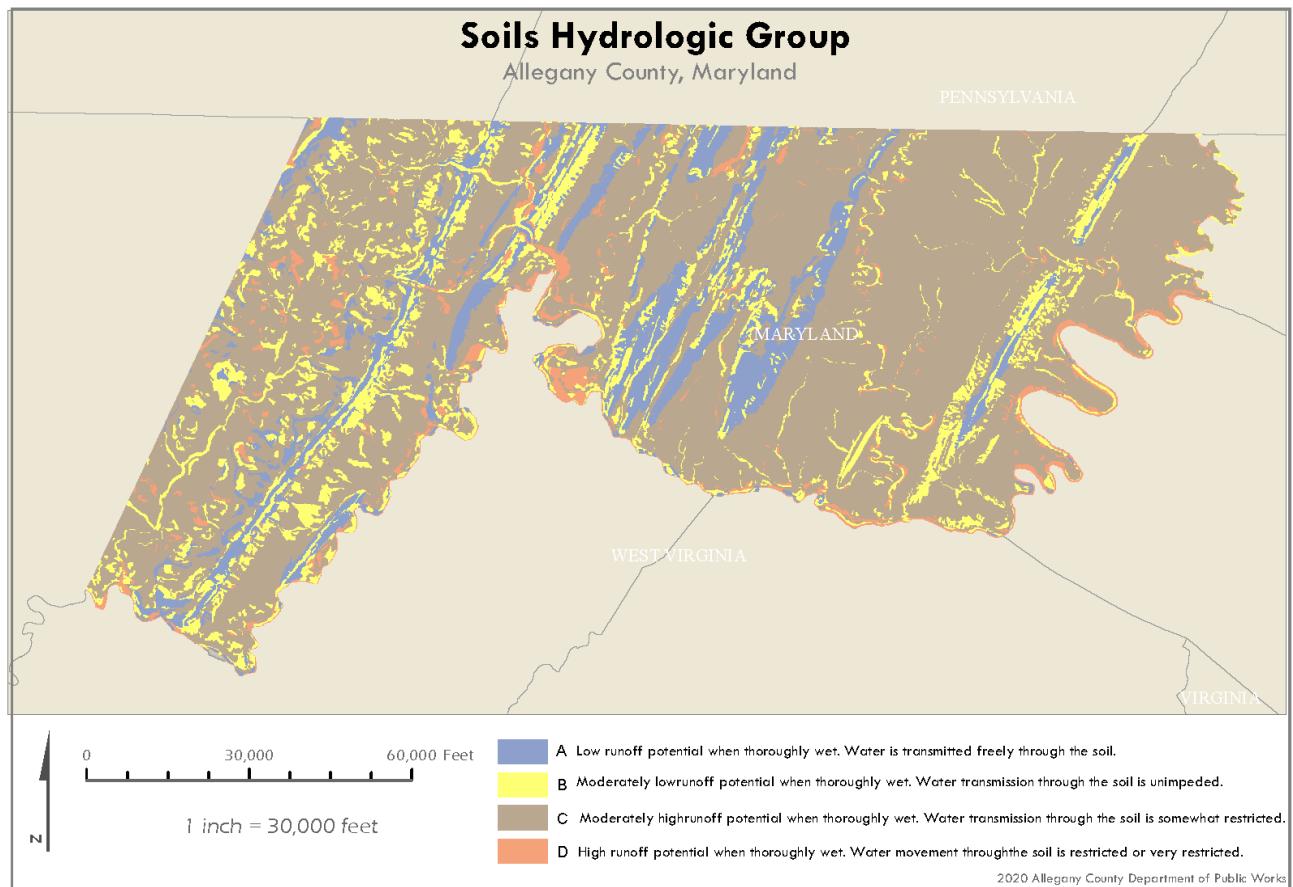


Figure 4-2 Soils Hydrologic Group Map

Consult the Soil Survey of Allegany County, Maryland.

Most soils in Allegany County have strongly differentiated horizons. Only weak horizonation is evident, however, in the young soils on floodplains.

The formation of soil horizons is the result of one or more processes. These processes are: 1) accumulation of organic matter; 2) leaching of carbonates and other soluble compounds; 3) chemical weathering, chiefly by hydrolysis, of the primary minerals of parent material into silicate clay minerals; 4) translocation of silicate clay minerals, and probably some silt sized particles, from one horizon to another; and 5) chemical changes (oxidation, reduction, and hydration) and movement of iron.

In almost all soils found in Allegany County, several of these processes have been active in the development of horizons. For example, the interaction of the first, second, third, and fourth processes given in the previous paragraph is reflected in the strongly expressed horizons of the Hagerstown soils, and all five processes have been active in the development of the moderately well-drained to somewhat poorly drained Albrights and Cavode soils. Only the first process has had any marked effect on the Huntington and Pope soils. In some soils that formed in transported and redeposited material, leaching of carbonates and other compounds probably took place before soil materials were redeposited; some of the other processes could have been active before deposition.

Some organic matter has accumulated in all the soils to form an A1 horizon. In many places, however, the A1 horizon has lost its identity as a result of tillage and is now part of an Ap horizon. The amount of organic matter varies in different soils. The Dekalb and Lehew soils, for example, have weak, thin A1 horizons that are low in organic matter, while at the other extreme the Lickdale soil has a prominent, thick A1 (or Ap) horizon that is high in content of organic matter.

Some studies of clay mineralogy of soils in this part of Maryland have been made. Generally, soils contain a mixture of clay minerals, but no particular mineral strongly dominates. Thus, all soils of Allegany County, except one, are classified as having mixed mineralogy. The exception is the Leetonia

soil, classified as siliceous. However, a likely possibility is that the clay fraction in the Cavode soils is relatively high in kaolinite, and that the clay fraction in the Hagerstown, Edom, and Opequon soils is relatively high in illitic minerals.

The downward movement of clay minerals has contributed strongly to the development of horizons in many soils. These minerals have been partly removed from the A1 and A2 horizons and partly immobilized in a Bt horizon. This is characteristic of the Albrights, Allegheny, Belmont, Brooke, Buchanan, Cavode, Chavies, Cookport, Edom, Ernest, Gilpin, Hagerstown, Laidig, Landisburg, Loysville, Meckesville, Monongahela, Nolo, Opequon, Robertsville, Shelocta, Tyler and Westmoreland soils. Clay may also have moved downward in other soils of the county, but if so, the quantity has been insufficient to be clearly observable.

Under certain conditions in soils, coarse textured and acid organic materials are removed from near the surface and redeposited in the subsoil, probably with some colloidal aluminum or iron compounds, to form a Bh horizon. This is characteristic of the Leetonia soils in Allegany County.

Reduction and transfer of iron has taken place to some degree in all soils that have impeded natural drainage. Only in the wettest soils, however, has this process, known as gleying, been of much significance. The Atkins, Lickdale, Loysville, Melvin, Nolo, Robertsville, and Tyler soils have been most strongly affected by gleying.

Iron that has been reduced in areas where the soil is poorly aerated generally becomes mobile and can be partly or completely removed from the soil. In the soils of Allegany County, however, most of the iron has moved either within the horizon where it originated or to another nearby horizon. Part of this iron may become reoxidized and segregated to form the yellowish red, yellowish brown, or strong brown mottles that indicate impeded drainage and are common in a gleyed horizon.

When silicate clay is produced by hydrolysis of primary minerals, some iron is generally freed as hydrated oxide. Depending upon the degree of hydration, these oxides are more or less red. Only a small amount of the oxide is required to give the subsoil a reddish color. In Allegany County, the soils most strongly colored by iron oxide are those of the Hagerstown and Opequon series. The reddish colors in the Albrights, Calvin, Lehew and Meckesville soils are mostly inherited from reddish geologic material, but the colors could have been augmented by iron oxide.

A profile that is representative of each soil series in the county is described in detail in the section Soils Survey of Allegany County, Maryland. A general discussion on the constraints different types of soils pose to solid waste acceptance follows. This information may be of limited applicability as current regulations require landfills to be lined to collect any leachate and liquids.

CONDITION:	Cohesive Fine Grained Impermeable Soils (silts and clays)
DESIRABILITY:	Desirable
REASON:	Impermeable soils, such as silts and clays, tend to slow the movement of contaminated water or leachate and restrict the movement to the immediate vicinity of the landfill, thereby preventing pollution of the groundwater table.
CONDITION:	Granular Permeable Soils (sands, gravels)
DESIRABILITY:	Undesirable
REASON:	Permeable soils tend to filter the leachate to some extent; however, if the soils are too permeable pollutants may rapidly percolate into the groundwater table without being filtered, which can result in contamination of large areas of groundwater.
CONDITION:	Deep Soil Overburden
DESIRABILITY:	Desirable
REASON:	Deep soil overburden generally is a result of the weathering of a non-resistant rock such as a shale. Therefore, not only is it easier to construct the landfill pits in the deep soil, but also there would be a larger quantity of soil, which would tend to be more suitable for proper cover material.
CONDITION:	Shallow Soil Overburden
DESIRABILITY:	Undesirable
REASON:	In contrast to the above case, shallow soil overburden is the result of the slow weathering of a very resistant rock type such as sandstone. Therefore, it would be very difficult to excavate the rock for the landfill pits, and there would be a lack of suitable cover material.
CONDITION:	Gently Dipping Rock Strata with Few Fractures or Joints
DESIRABILITY:	Desirable

REASON:	Under these conditions, leachate would percolate very slowly through the rock strata due to the lack of steep bedding planes and large joints or fractures. This would allow for a more thorough purification process for a leachate and prevent the serious contamination of the deeper water bearing zones.
CONDITION	Steeply Dipping Rock Strata with Large Fractures or Joints
DESIRABILITY	Undesirable
REASON	In contrast to the above, this condition allows rapid movement of contaminants through large fractures and joints without purification. The steepness of the bedding planes increases the rate of movement due to the force of gravity down gradient and may result in pollution of the less fractured and confined deep lying water bearing zones.
CONDITION	Gentle Topography
DESIRABILITY	Desirable
REASON	The configuration of the groundwater table generally reflects the configuration of the land surface. Therefore, where the topography has gentle slopes, the slopes of the water table are likewise gentle and groundwater movement through the soil and rocks is slow. This allows time for the pollutants to be subjected to natural purification and reduces the possibility of contaminated springs and streams
CONDITION:	Steep Topography
DESIRABILITY:	Undesirable
REASON:	In contrast to the above condition, in the areas of steep or severe topography the contaminant flows rapidly down gradient to the point where it discharges into streams in the valleys or forms spring lines at the base of the slopes. The rate of flow through the soil and rocks is rapid and little natural filtration and purification takes place. In addition, steep topography promotes rapid runoff of potentially polluted surface water during period of heavy precipitation.
CONDITION:	Floodplain
DESIRABILITY:	Undesirable
REASON:	The groundwater table is generally very near or to the surface in floodplain areas, especially during high water or heavy precipitation. Therefore, a landfill located on a floodplain would allow the contaminants to be in direct contact with the water table, which could result in both surface and deep-water pollution.
CONDITION:	Low Groundwater Table with Permeable Soils and Rock
DESIRABILITY:	Generally Desirable
REASON:	The greater the distance between the landfill and the water table, the more filtered the contaminants become as they percolate through the permeable layers of soil or rock. However, if the materials are too permeable, it could result in the contamination of large areas due to rapid percolation of pollutants into the groundwater table.
CONDITION:	Groundwater Table with Impermeable Soils or Rock
DESIRABILITY:	Desirable
REASON:	Impermeable soils, such as clays or tight shales, tend to slow the movement of the contaminant, and restrict the movement to the immediate vicinity of the solid waste acceptance facility. Pollutants would then be contained at a shallow level and would prevent, to a considerable degree, the contamination of the deeper lying water table.
CONDITION:	High Groundwater Table with Impermeable Soils
DESIRABILITY:	Undesirable
REASON:	Optimum conditions for pollution of the groundwater table occurs when the water table is very near to or within the depth penetrated by the solid waste acceptance facility, because the solid wastes are in continual direct contact with the groundwater. Due to the high water table the soils are saturated, resulting in contamination of surface runoff and ponding on the surface.

4.2.3 GEOLOGIC CONDITIONS

Most of the rocks now exposed in Allegany County, Maryland, were deposited during the Paleozoic Era between 430 and 280 million years ago. The Appalachian Mountains were produced about 230 million years ago by compressional forces. Uplifting of the entire region followed, and, since that time, erosion has been the dominant geologic event. Generally, the higher ridges are sandstones, while softer shales and limestones form the hill slopes and valleys.

The rocks of the Appalachian Highlands province are of Precambrian, Paleozoic, and Quaternary Age. The maximum estimated thickness of the Precambrian and Paleozoic rocks is 1,000 and 38,000 feet, respectively, and surficial Quaternary deposits are known to have a maximum thickness of 140 feet. The Precambrian strata consist chiefly of highly altered granitic gneisses and volcanic rocks; the Paleozoic strata consist mainly of shales, sandstones, and limestones. Approximately 40 percent of the surficial rocks in Allegany County are shale, 5 percent of which is limestone and dolomite. The remaining surficial rocks are sandstone, ironstone, and other rock types.

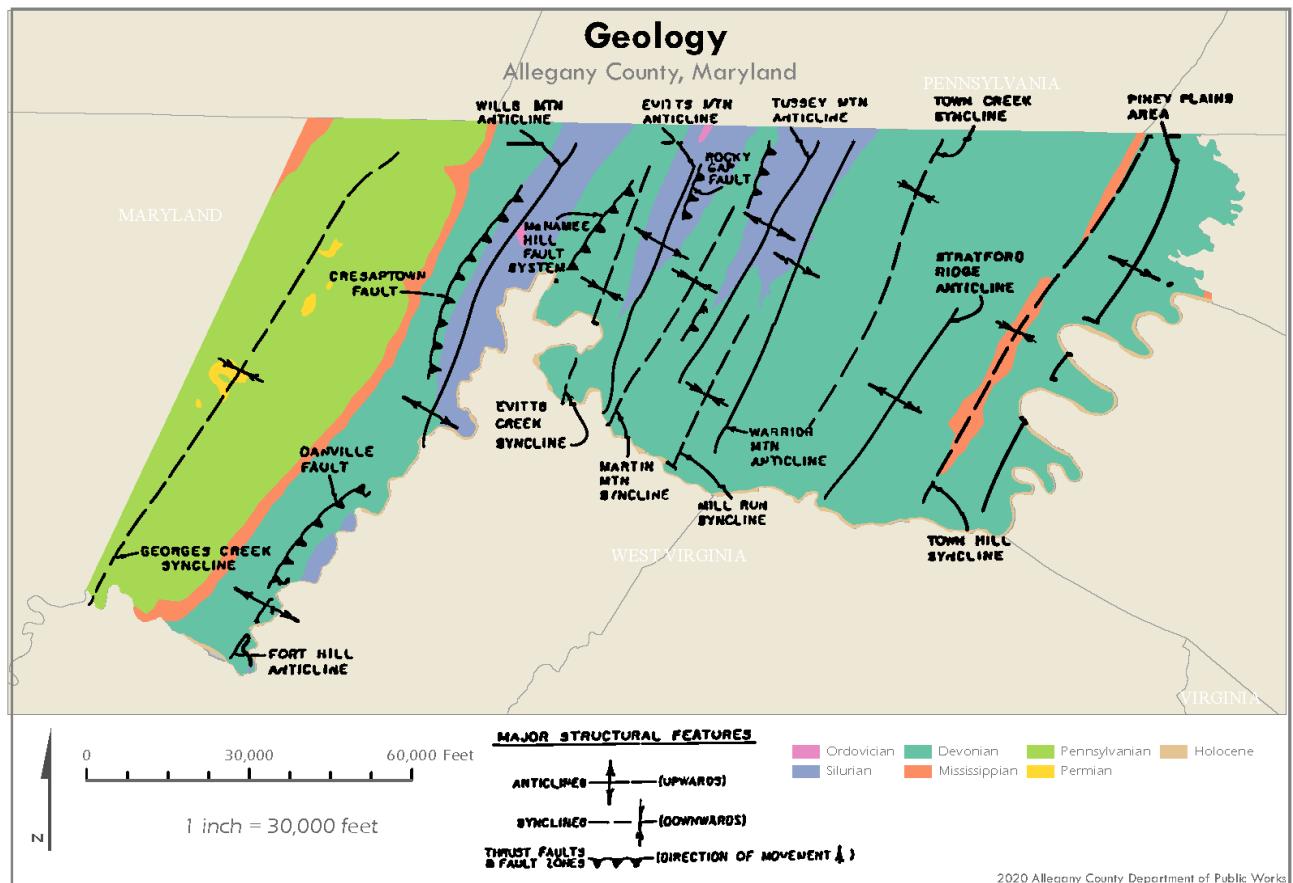


Figure 4-3 Allegany County Geologic Formation

QUATERNARY PERIOD

- Alluvial and Colluvial Material
Sands and gravel less than 50 feet thick; found in stream valleys and footslopes throughout the county.

PERMIAN PERIOD

- Dunkard Group
Layered green and red shale, sandstone, siltstone, some conglomerate, and some thin coal beds; approximately 200-250 feet thick found on hilltops in Georges Creek basin.

PENNSYLVANIAN PERIOD

- Monongahela Formation
Repeated interbeds of green and red shale, coal, underclay (thin) limestone, and sandstone, predominantly shale (65% - 70%), most limestone and sandstone beds less than 6 feet thick; approximately 375 feet thick; located along Georges Creek basin between Barton and Frostburg.

- **Conemaugh Formation**

Interbedded shale, black shale, underclay, coal, argillaceous limestone, and sandstone, all numerously repeated, and mostly as thin layers, with several thick sandstone beds (up to 40 feet thick) and "iron nodules" and thin beds of iron ore; approximately 825 925 feet thick; found in Georges Creek basin between Dans and Big Savage Mountains.

- **Pottsville and Allegheny Formations**

Mixed sandstone and shale, predominantly sandstone, some flaggy, some thick bedded (massive), with some coal beds and underclays.

MISSISSIPPIAN PERIOD

- **Mauch Chunk Formation**

Predominantly reddish shale, with green shale, red mudstone, and multi colored sandstone; approximately 650 800 feet thick; found along the east slope of Dans Mountain.

- **Greenbrier Formation**

Sandy limestone, in part cross bedded, and interlayered with thinner beds of red shale; approximately 2100 3000 feet thick; found along east slope of Dans Mountain.

- **Pocono Formation**

Mixed sandstone and shale, predominantly flaggy (thin, platy) to massive sandstone, partly cross bedded, locally thin streaks of coaly material; approximately 250 feet thick in the west to 1,700 feet thick in the east; found along east flank of Dans Mountain and summit of Town Hill.

DEVONIAN PERIOD

- **Hampshire Formation**

Mixed beds of sandstone and shale, but predominantly sandstone, variable thin bedded (flagstone) and thick bedded (massive), shale beds commonly red and brown; approximately 1600 2400 feet thick; found along east flank of Dans Mountain, both flanks of Town Hill, and west flank of Sideling Hill.

- **Jennings Formation (Chemung)**

Predominantly sandy shale, dark gray or black in lower part of formation, and shaly sandstone with some hard quartzite and conglomerate beds in upper part; approximately 3000 4800 feet thick; found along east flank of Dans Mountain, Evitts Creek Valley, Mexico Farms and most of Town, Fifteen Mile and Sideling Hill Creeks.

- **Romney Formation (Hamilton)**

Predominantly argillaceous shale, in part black (carbonaceous) with almost paper thin bedding cleavage, with subordinate thin beds of sandy shale and sandstone, and several thin beds of limestone; approximately 350 1660 feet thick; found in Potomac Valley east of Dans Mountain, along Bedford Road on east side of Cumberland and in Oldtown area.

- **Oriskany Formation**

Lower portion predominantly chert layers with shale partings, upper portion loosely cemented calcareous sandstone; approximately 300 350 feet thick; forms Cash Valley, Shriver and Stratford Ridges, Irons, Collier, Martin and Warrior Mountains and Fort Hill.

- **Helderberg Formation**

Primarily gray limestone with chert in upper portion; approximately 350 feet thick; flanks Fort Hill, Cash Valley and Shriver Ridges, and Martin and Warrior Mountains.

SILURIAN PERIOD

- **Tonoloway Formation**

Predominantly limestone beds, partly thick bedded and cherty, partly thin bedded and shaly, with subordinate shale beds (lower beds are thinly laminated); approximately 600 660 feet thick; flanks Fort Hill, Cash Valley and Shriver Ridges, and Martins Mountain.

- **Wills Creek Formation**

Interbedded olive to yellow gray shale and limestone; approximately 450 feet thick; flanks Fort Hill, Wills, Irons, and Evitts Mountains, and found along Murley Branch near Flintstone.

- **McKenzie Formation**

Predominantly interbedded gray, greenish gray, and red shale, shaly sandstone, and calcareous shale, with thin beds of argillaceous limestone and soft sandstone; approximately 240 300 feet thick; flanks Wills and Evitts Mountains and area along Flintstone Creek.

- **Rose Hill Formation**

Clinton Shale

Chiefly shale with minor beds of sandstone and thin bedded limestone, beds of iron ore (hematite); approximately 550-660 feet thick; flanks Wills and Evitts Mountains and area of Flintstone Creek.

- **Tuscarora Formation**

Hard white and light gray sandstone (in part quartzite), mostly thick bedded with minor thin beds of shale; approximately 400 feet thick; forms Wills, Evitts and Tussey Mountains.

ORDOVICIAN PERIOD

- **Juniata Formation**

Soft shale, sandy shale, and thin bedded sandstone; approximately 500 feet thick; found only in the narrows of Wills Mountain at Cumberland.

The major structural features present in Allegany County are folds (anticlines and synclines) and thrust faults, which were probably caused by compressional forces pushing from the east toward the midcontinent during formation of the Appalachian Mountains. Anticlines are upwarped folds, synclines are downwarped folds, and thrust faults usually occur where rocks in anticlines and synclines were broken and older rocks pushed over younger rocks. Figure 4.3 illustrates the location of some of the following synclines and anti-synclines in the County.

- Georges Creek Syncline, the westernmost major structural feature in Allegany County, is an open downfold containing the youngest exposed rocks found in the area. Combined with the resistant Pottsville and Allegheny formations of the syncline's flanks, this downfolding has protected the coal beds from erosion. The axis of the syncline is partially followed by Georges Creek and Jennings Run and passes near Mt. Savage, Frostburg, Lonaconing and Westernport.
- East of the Georges Creek Syncline are the Cresaptown and Danville Faults, which parallel the Allegheny Front in portions of Pennsylvania, Maryland and West Virginia. The rocks forming Wills Mountain and Fort Hill have been thrust over the younger rocks of the Potomac and Wills Creek Valleys. The faults are not obviously visible, but the Cresaptown Fault has been exposed near the Braddock Square Shopping Center.
- The Wills Mountain Anticline, west of the Cresaptown and Danville Faults and related to the Cresaptown Fault, is a relatively narrow upwarp with rocks dipping away from its axis at steep angles, particularly on its west side. Tuscarora sandstone forms the anticline, while Oriskany sandstone forms Cash Valley and Shriver Ridges on its flanks.
- In the Bedford Road Naves Crossroads area, a group of thrust faults in the Romney formation paralleling Shriver Ridge comprise the McNamee Hill Fault System.
- Evitts Creek Syncline is a broad downwarp east of the McNamee Hill Fault System between the Wills Mountain and Evitts Mountain Anticlines and includes the area affected by the McNamee System. The Evitts Creek Valley area has no exposed resistant rocks or prominent ridges.
- Evitts Mountain Anticline, immediately east of the Evitts Creek Syncline, is a narrow upwarp. The prominent ridge at Rocky Gap State Park is composed of Tuscarora sandstone, which plunges underground south of Route 40, obliterating the prominence of the ridge. Oriskany sandstone forms Irons Mountain on the east flank of the anticline, and a thrust fault east of Rocky Gap has produced an offset in the Tuscarora sandstone, which has been exposed near Rocky Gap Dam.
- A rather complicated land surface has been produced by the Martin Mountain Syncline east of the Evitts Mountain Anticline. Although rocks between Evitts and Tussey Mountains are generally downwarped, Martin and Collier Mountains and Rush Ridge are formed by the surface exposure of resistant Oriskany sandstone. This sandstone has also been thrust upward east of Pleasant Valley along the Martin Mountain Fault.
- The Tussey Mountain Anticline is an upwarp of Tuscarora sandstone east of Martin Mountain, which forms Tussey Mountain in Pennsylvania. The Tuscarora sandstone plunges below the land surface in Maryland so that less resistant shales of the Rose Hill, McKenzie, Wills Creek, and Tonoloway formations are found in the Twiggtown area.
- The Mill Run Syncline is a downwarp of Romney and Jennings shale in the Mill Run stream valley southeast of Twiggtown and east of the Tussey Mountain Anticline.
- A resistant Oriskany sandstone upwarp forms the east flank, near Flintstone and both flanks, near the Oldtown Road, of the Warrior Mountain Anticline. Less resistant limestones and shales form Murleys Branch west of Flintstone.

- Town Creek Syncline is a broad downwarp east of Warrior Mountain on the Romney and Jennings formations. Resistant Chemung conglomerate forms Polish Mountain, while less resistant shale beds form the Town Creek Valley.
- Stratford Ridge Anticline, east of Oldtown and the Town Creek Syncline, is an upwarp, which is visible in Stratford Ridge where the resistant Oriskany sandstone outcrops. The structure is in the less resistant Romney shale north of Stratford Ridge.
- The easternmost major geologic structure in Allegany County is the Town Hill Syncline. It is a broad downwarp lying east of Stratford Ridge with its axis on Town Hill. The crest of the syncline is formed by the resistant Pocono formation while resistant Chemung conglomerate forms Green Ridge. Topographically, the syncline is high. On its east, the rocks are warped upward in a small anticline underlying the Piney Plains area. Further east, the rocks are again downwarped, resulting in the formation of Sideling Hill by the resistant Pocono formation.

4.2.4 USE AND DEPTH OF AQUIFERS

Allegany County has unconfined aquifers with depths varying seasonally from a few feet to approximately 800 feet in depth. On file at the Allegany County Health Department is a data base system, which contains the record information of wells, drilled and used in Allegany County.

4.2.5 LOCATION OF WETLANDS

Wetlands are small in size and are sporadically located throughout Allegany County. One of the most prominent areas for wetlands in the County is associated with the Federally owned and operated C & O Canal Park. Allegany County has less than 1% of all the non-tidal wetlands in the State of Maryland. A complete set of detailed maps of all non-tidal wetlands is available for review at the Allegany County Office of Community Development located at the County Office Complex. Various man-made wetland areas have been developed throughout the County in conjunction with the State of Maryland's "no-net loss of wetlands" program due to development.

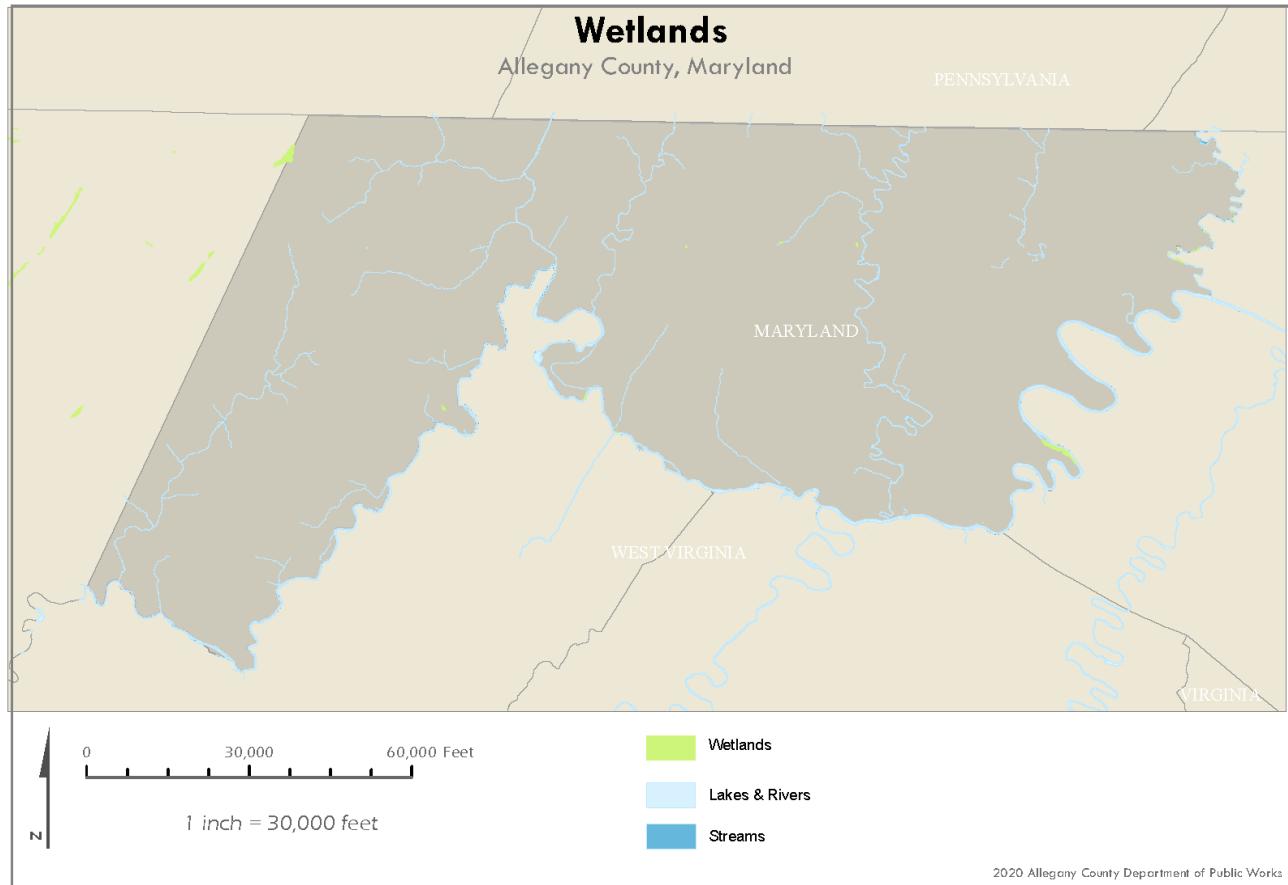


Figure 4-4 Wetlands and Surface Waters

4.2.6 LOCATION OF SURFACE WATER SOURCES, FLOODPLAINS AND WATERSHEDS

Allegany County has numerous small surface water supplies used for municipal water purposes. Two large surface water reservoirs are located in Bedford County, Pennsylvania, which supplies municipal water to the City of Cumberland and surrounding suburbs. The Savage River Dam supplies the towns of Westernport and Luke and the Piney Dam serves the City of Frostburg and adjacent areas. The County's Comprehensive Water and Sewerage Plan and numerous other drainage basin studies are available at the County Office Complex and provide a more in-depth description of existing water supplies, water systems, and drainage areas supplying water to the region.

Floodplains exist for all streams and rivers in Allegany County. FEMA has maps on file at the Allegany County Department of Community Services for most of Allegany County. These maps are on a 1:500 scale and delineate most floodplain areas.

4.2.7 EXISTING WATER QUALITY CONDITIONS

Water quality conditions in Allegany County are varied, especially with respect to groundwater quality.

The western portion of Allegany County is influenced strongly by acid mine drainage from old deep mining drainage systems, small seeps, and recent strip mining activities.

The eastern portion of Allegany County is influenced by poor soil conditions and geological conditions that cause high levels of iron and sulfates.

Surface water conditions are found to be in moderate to high quality. Numerous springs and small streams in the eastern undeveloped areas are responsible for the highest water quality found in Allegany County. Both Sideling Hill Creek and Fifteen Mile Creek are examples of high water quality. Town Creek also has high water quality; however, it is influenced by agricultural runoff.

The three primary areas of poor water quality are the North Branch of the Potomac River, Georges Creek and Braddock Run. The Potomac River is influenced by acid mine drainage in the North Branch area above Allegany County. Industrial, domestic and agricultural sources are responsible for both high turbidity levels and high BOD levels from Westernport to the confluence of the North Branch with the South Branch of the Potomac River. Poor water quality in Georges Creek is caused by extremely low water levels at the northernmost end of the stream near Frostburg. This low flow is due to seepage into the Hoffman tunnel. Braddock Run has poor quality water caused by acid mine drainage from the Hoffman Tunnel. Braddock Run is laden with yellow boy, which is a ferric hydroxide precipitate produced from pyrite in association with coal seams located underground. Yellow boy contamination occurs from the Hoffman Tunnel to Wills Creek.

4.2.8 INCOMPATIBLE LAND USE

The Allegany County Department of Planning and Growth is responsible for the control and approval of all development, including the location of solid waste facilities in regard to zoning and incompatible lands.

4.2.9 PLANNED LONG-TERM GROWTH PATTERNS

See Table 2-1 Allegany County, MD Population Actual* and Projected for population data. Figure 2-4 shows the Future Land Use Areas as recommended by the 2014 Comprehensive Plan.

4.2.10 FEDERAL, STATE AND LOCAL LAWS AND AREAS OF CRITICAL STATE CONCERN

Constraints imposed upon the establishment of solid waste facilities are outlined in COMAR Title 26, Department of the Environment, Subtitle 04, Chapter 07, Solid Waste Management. There are no areas of critical State concern within Allegany County.

ASSESSMENT: Information exists to adequately address the geographical considerations for the siting of solid waste management facilities in the County and/or further data could be acquired to evaluate the considerations in conjunction with State law.

4.3 THE USE OF SOURCE SEPARATION AND SOURCE REDUCTION PROGRAMS TO REDUCE THE QUANTITIES OF SOLID WASTE TO BE COLLECTED FOR DISPOSAL

Allegany County acts on the following hierarchy for waste management in regard to source reduction and resource recovery:

- **Reduce □ Reuse □ Recycle/Compost □ Landfill**

To this end, the Allegany County Solid Waste Management Board (SWMB) was established on December 19, 1996 to provide programs and education which implement the Reduce, Reuse, Recycle/Compost, and Landfill solid waste management hierarchy. The SWMB, composed of members appointed by the County Commissioners acting in an advisory capacity, began monthly meetings in January 1997. The Bylaws are found in Appendix D.

Since economic incentive can be an effective means of reducing the per capita waste generation rate, Allegany County should encourage its municipalities to support the use of variable (i.e., pay-as-you-throw) rates for waste disposal. Variable rate structures can allow for equitable payment for service, financial incentive for source reduction and source separation, and the consideration of other issues when establishing the rate structure.

Another economic incentive deals with the avoidance of artificially low tipping fees which may involve subsidization and which hides the true cost of disposal by landfill.

Regarding incineration as a step in the solid waste management hierarchy, the County shall not permit the construction of any incinerators for municipal solid waste for the following reasons:

1. Incinerators compete with recycling programs for resources;
2. Recycling is a repeatable process which saves energy. The energy recovered from a one-time incineration process is less than the repeatable recyclable process; and,
3. Incinerators may create new environmental and health problems with pollution and production of chemically complex or toxic residues.

4.3.1 SOURCE SEPARATION AND REDUCTION PROGRAMS

At this time, the Source Separation programs the Solid Waste Management Board is aware of are for: (1) the seasonal curbside collection of yard material done in the City of Frostburg, (2) the collection of cardboard at the Frostburg Dog Park by Burgmeier's Hauling, Inc., and (3) selected construction demolition recycling by Braddock Construction near Midland.

ASSESSMENT: On February 1, 1998, Allegany County instituted a variable rate sticker program for waste at the refuse disposal sites. While this is a good program, it does not affect the majority of the County's population. The majority of the County's population waste disposal is provided by either municipal/public or commercial/private contracts. In addition to existing operation programs, public education is critical. The County will continue to develop public educational programs on source reduction. The SWMB Reduce/Reuse subcommittee will be instrumental to this end.

4.3.2 RECYCLING PROGRAMS

In January 1994, the State of Maryland mandated that all counties with a population of 150,000 or less divert 15% of municipal waste from the solid waste stream. Effective December 31, 2015, the State required diversion rate increased to 20%. The Recycling Committee, which functioned prior to the County's SWMB, recommended a 25% recycling goal for the County. Subsequently in the 1992/1996 SWM Plan, the County recycling goal was clarified to "25% by the year 2000" and was approved by the Allegany County Commissioners. Since 1997, Allegany County has recycled over 15% of its waste stream, reached the 25% goal in 2002 and reached over 35% in 2015. See Table 3-2 Recyclables Leaving Allegany County. The Recycling Coordinator, in collaboration with the SWMB, is actively monitoring the implementation of this plan and will recommend changes which are deemed economically feasible.

Recyclable materials generated by residents of Allegany County are collected at drop-off facilities. In 2021 fifteen sites are implemented, and collect combined bimetal and aluminum cans, and newspaper. Cardboard, office paper, glass, magazines and plastics were added as targeted materials and special drop-off sites were developed for these materials. The County has also developed mobile drop-off systems for cardboard, and has expanded to other commodities.

4.3.2.1 Recycling Material Drop off Sites

The Riverside Recycling Site, formerly called the County Recycling Center, at the rear of the County Office Complex on Kelly Road in Cumberland, was established in 2001. Operated by Penn-Mar Recycling under contract with the County, the Site provides full-service recycling of cardboard, newspaper, office paper, glass, cans, plastics, magazines, used oil, used antifreeze, and white goods.

In addition to the Riverside Recycling Site, there is a permanent drop-off site for old corrugated cardboard at Mountainview Landfill, LaVale, and a Mulch and Yard Trimmings Recycling site near Mexico Farms. A more detailed assessment of recycling methods is included in this chapter and in Section 3.5.

Permanent County-Operated Sites Accept:

- Used Motor Oil
- Used Anti-Freeze
- Old Corrugated Cardboard (OCC)
- Mixed Office Paper
- #1 and #2 Sorted Plastics
- Clear, Brown and Green Sorted Glass
- Magazines and Catalogs
- Newspaper
- Scrap Tires
- Mixed Metal Cans
- Yard Waste

Other Periodic Programs:

- Too Toxic to Trash events
- Scrap tire collection events
- Electronics collection events

ASSESSMENT: Allegany County has exceeded its own recycling goal of 25% since 2002 and anticipates the current program will continue to exceed the State mandated 20% rate during the planning period. New educational and operational programs are being implemented to increase public participation, as well as maintain and increase the level of recycling while being a cost-effective for the County.

4.3.2.2 Mulch and Yard Trimmings Recycling Site

A Mulch and Yard Trimmings Recycling facility for yard waste material is operated by Allegany County. State law prohibits yard material from entering the solid waste stream and the landfill when dealing with mono-loads of yard material. The cities of Cumberland and Frostburg provide seasonal curbside collection of yard material to their residents. In addition to the municipal curbside collections of Christmas trees and wreaths by Frostburg, Allegany County provides numerous drop-off sites for Christmas tree collections. The trees are then chipped and delivered to the County Mulch and Yard Trimmings Recycling site.

ASSESSMENT: While the County's traditional, centralized mulch and yard trimmings collection site (off MD Rt. 51/Oldtown Road) is well-established and has continued to increase in usage, no satellite sites have been established.

A similar satellite site should be established on the western side of the County at Mountainview Landfill or another site to increase participation and minimize the landfilling of yard waste.

Frostburg continues its seasonal curbside collection of yard material and Cumberland has purchased a vacuum mulcher and has re-established their annual fall leaf collection.

The number of sites for seasonal drop-off collection of Christmas trees and other greens is satisfactory.

4.3.2.3 Curbside Collection of Recyclables

The original Recycling Plan, as adopted in 1990, called for curbside collection programs in selected areas of Allegany County. With the exception of some pilot programs, economic considerations have stymied the implementation of substantial curbside recycling.

Encouragingly, effective July 1, 2014, the City of Cumberland began offering curbside recycling to its residents via its waste hauling contract with Burgmeier's Hauling. As shown on Figure 3-3, the program is successful. Burgmeier's Hauling, Inc. offers selected curbside recycling services to its subscription solid waste customers in Allegany County.

ASSESSMENT: The County should continue to assess the feasibility of curbside recycling, including dual stream recycling, and work with municipalities and haulers to encourage curbside recycling programs.

4.3.2.4 Recycling in Public Schools

On July 1, 2009, Maryland House Bill 1290 required counties to revise recycling plans (inherent to this document) to include the collection, processing, marketing, and disposition of recyclable materials from County public schools. Allegany County schools include fourteen elementary schools, four middle schools, three high schools, one alternative school, and one Center for Career and Technical Education (CCTEC). These facilities are operated by Allegany County Public Schools (ACPS). The only other County public education facility is Allegany College of Maryland (ACM). Current recycling efforts in ACPS facilities include the following materials:

- Corrugated cardboard – All K-12, CCTEC, ACM
- Office paper – Some K-12, CCTEC, ACM
- #1 plastics – Some K-12
- Fluorescent bulbs – All K-12, CCTEC
- Ferrous and non-ferrous metals – All K-12, CCTEC
- Electronics – All K-12, CCTEC, ACM

ASSESSMENT: The current strategy for recycling materials in the schools consists of collection and transport of materials by staff to a County recycling collection site for processing and marketing. Opportunity exists to increase the number of schools which participate in collecting materials as detailed above and to add materials such as cans or other paper products to the suite of materials collected.

Recycling efforts are currently informally coordinated by the schools. For ACPS, it may be beneficial for each school to designate a Recycling Coordinator who reports to an Operations staff member in charge of the ACPS recycling program.

As the volume of recyclable material collected at the schools increases, it would be worthwhile to investigate the economics of using a commercial hauler or processor to collect recyclable materials from the schools rather than performing these operations with ACPS staff.

4.3.3 RESOURCE RECOVERY OPTIONS

The County's Public Recycling Drop-off Sites, together with private sector buy-back and/or recycling programs, are the only resource recovery options provided currently. At past market rates, the potential volume of recoverable materials in Allegany County has not justified a resource recovery facility. The transportation costs associated with the distances we are located from secondary markets are considered in the economic feasibility of adding additional materials. The tipping fee for MSW at the landfill is currently \$51.26 per ton, which provides economic incentive for residents to recycle. However, it should be noted that the processing fee under the County's contract with Penn-Mar Recycling to operate the Riverside Recycling Center is currently \$54 per ton.

Table 4-1 Maryland Recycling Act Reported Tonnages for Allegany County below shows a comparison of the basic, annual recycling tonnages and percentages for Allegany County. The data presented are derived from the Annual Recycling Reports with updates from the Allegany County Recycling Coordinator.

Table 4-1 Maryland Recycling Act Reported Tonnages for Allegany County

Year	Waste Tons	Recycled Tons	MRA %	Source Reduction Credits (SR)	MRA + SR
2000	60,550	15,290	20.2%		
2001	58,060	15,874	21.5%	0.0%	21.5%
2002	57,017	19,343	25.3%	2.0%	27.3%
2003	58,336	20,578	26.1%	3.0%	29.1%
2004	60,560	21,268	26.0%	3.0%	29.0%
2005	59,260	22,468	27.5%	2.0%	29.5%
2006	60,137	24,686	29.1%	3.0%	32.1%
2007	61,541	23,620	27.7%	3.0%	30.7%
2008	63,271	25,121	31.4%	3.0%	34.4%
2009	63,512	25,954	32.0%	3.0%	35.0%
2010	65,105	21,922	27.2%	2.0%	29.2%
2011	62,184	29,035	33.8%	2.0%	35.8%
2012	66,388	29,203	33.6%	3.0%	36.6%
2013	67,814	35,451	36.3%	2.0%	38.3%
2014	57,744	33,881	39.0%	2.0%	41.0%
2015	69,310	38,028	40.0%	2.0%	42.0%
2016	57,961	45,545	44.0%	2.0%	46.0%
2017	59,881	43,635	42.2%	3.0%	45.2%
2018	63,183	37,761	37.4%	3.0%	40.4%
2019	64,563	30,592	32.2%	4.0%	36.2%

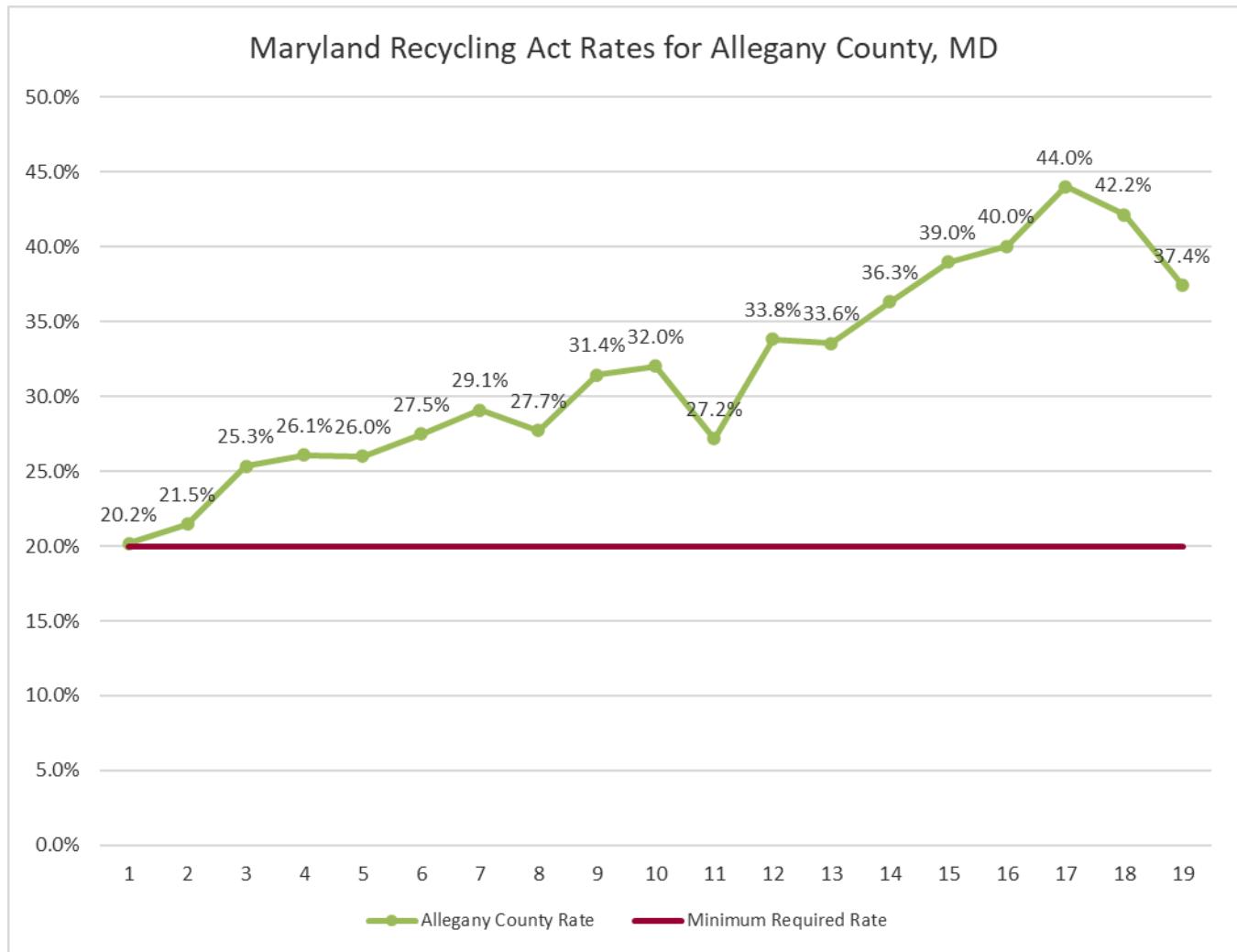


Figure 4-5 Annual MRA Rates for Allegany County

Allegany County, with efforts coordinated by the County Recycling Coordinator, Solid Waste Management Board, and encouraged locally, should set its resource recovery programs on a dynamic course which recognizes and incorporates the following characteristics typical of programs with high recovery levels as identified by Beyond 40%: Record Setting Recycling and Composting Programs (1991):

1. Comprehensive composting programs
 - a. Year-round collection of many types of yard material at curbside
 - b. Incentives for landscapers to compost their yard material
2. Mandatory participation
3. Recovery of materials from single- and multi-family households, and from commercial and institutional establishments through both curbside and drop-off collection
4. Targeting a wide range of materials for recovery
5. Economic incentives for materials recovery
 - a. Volume-based refuse rates
 - b. Reduced tipping fees for recyclable or compostable materials at drop-off sites
 - c. Higher tipping fees for disposal of non-source separated refuse
6. Weekly pick-up of materials at curbside
7. Provision of adequate containers for setting out materials at curbside
8. Education and publicity

This 8-point executive summary taken from Beyond 40 Percent: Record Setting Recycling and Composting Programs, 1991 by the Institute for Local Self-Reliance has been available to the County with several strategies (1, 4, and 8) being employed at increasing levels, with strategies 5 and 6 being researched. Within all 8 strategies, there is much to be gained to help improve Allegany County's recycling efforts.

In addition to the above strategies the County should consider the following items to further reduce waste:

9. Annual backyard composting workshops, providing low-cost backyard compost bins to residents
10. Encourage large food waste generators such as institutions and cafeterias to compost food scraps
11. Encourage food services and grocery retailers to divert uneaten food to the Western Maryland Food Bank and/or to local farmers

ASSESSMENT: Recycling progress has been made in Allegany County with the County first reaching the mandated 15% goal in 1994 and progressing to more than 30% from 2007 to present. Additionally, the actual tonnage of recycled materials has increased. It should be noted that much of the recycling success has come from the commercial sector and efforts are needed to encourage greater residential recycling.

4.3.4 REUSE OPTIONS

In November 2002, the County assembled its first Reuse Directory, which is updated every three years, as an effort to encourage reuse of materials as a solid waste management practice. The Directory, last updated in 2017, lists items which can be donated for reuse and contact information for agencies or businesses who will accept them. See Appendix E.

Many municipalities within the County coordinate bulk trash pickups annually or biannually. These bulk pickups have become reuse events as residents commonly scavenge for items with reuse potential. In addition, items with ferrous and non-ferrous metal content are commonly scavenged to be sold for scrap, and only a portion of items set out for bulk pickup are ultimately landfilled.

ASSESSMENT: Although creating a minor impact to date, the Reuse Directory is a good start in what is an essentially untapped solid waste management tool in Allegany County. Additional use of social media could be employed to further reuse efforts.

Bulk collection events are an effective, indirect way of increasing reuse. These events should be strongly encouraged and promoted. If landfilling costs for these events are prohibitive, municipalities should coordinate and advertise dates for residents to set items out for scavenging and reuse with guidelines.

4.3.5 CONSUMER EDUCATION, MARKET DEVELOPMENT AND COUNTY RECYCLING COORDINATION

Public (individual, institutional, business, etc.) education programs should occur both on an outreach basis and at the request of Allegany County constituents. The County Recycling Coordinator and the Solid Waste Management Board members responsible for recycling should promote public education programs. This outreach education should take many forms in order to reach all residents of the County and its varied constituent forms.

Much emphasis must be placed on public education to convince all residents to rethink their purchasing habits, reduce purchasing of products and containers which are not made of recycled content or are not recyclable, to reuse existing products, and purchase durable and reusable products. Special emphasis must be given to public education regarding source reduction purchasing principles.

The County Recycling Coordinator needs to maintain public education materials and act as a referral source.

To facilitate the development of markets for recycled materials and products, thus increasing the demand for the collected recyclable materials, the County, through its Recycling Coordinator and SWMB should develop and recommend to the County Commissioners a comprehensive procurement policy designed to support recycled materials and products markets. Additionally, outreach efforts should take place to educate the various County constituents (private, public, institutional, commercial) of the necessity for these purchasing practices to occur wherever possible. The County procurement and education programs should direct purchasing policies toward materials with high recycled and recyclable content.

A key to meeting these and other waste management hierarchy goals is the County Recycling Coordinator. The State's *Recycling Plan Guidelines* (page 6, #9) states:

"In order to oversee the development of the County recycling plans and to assist in the implementation of the County recycling plan, the Department recommends that each County designate an official County Recycling Coordinator. This coordinator should serve as the principal contact for recycling information and should provide oversight for all County recycling activities. The County Recycling Coordinator should have clear responsibility for the County's recycling programs and should be included within the County agency responsible for solid waste management programs."

The Allegany County Recycling Coordinator is an employee of the Public Works Department and is responsible for the following activities:

1. Advocate source recycling and closing the loop as a waste management strategy within the hierarchy of Reduce, Reuse, Recycle/Compost. Composting refers to both the County program and individual/institutional programs.
2. Work as the County's non-voting employee on the Allegany County Solid Waste Management Board to complete its mission and goals. In this capacity, the Coordinator should attend all the Board meetings, be responsible for completing tasks, and report to the appropriate authorities.
3. Respond to the requests of County constituents for information regarding local civic, municipal, institutional, and commercial efforts to source separate, recycle and close the loop. This may involve, but not be limited to, attending meetings, public speaking, providing printed/taped information, and making referrals.
4. Actively work with the County's public and private education systems to facilitate education of the Reduce, Reuse, Recycle/Compost hierarchy and practice.
5. Research current recycling efforts within the County, which are not in the scope of the County's, own formal programs.
6. Promote market development of recycled materials through contact with suppliers, County procurement policies, and consumer education.
7. Represent the County before out-of-County and state-wide groups while working to strengthen the broader based recycling success.
8. Participate in continued education via printed materials, audio/visual materials, conferences, and other methods in order to maintain an updated information base and provide innovative strategies to the County.
9. Seek and apply for funds (grants, etc.) which would financially support recycling programs and education; and to maintain a resource library to support public education.
10. Develop special events for recycling in Allegany County.
11. Assist in developing annual solid waste disposal and recycling budgets for County Commissioner approval.
12. Supervise Recycling and Solid Waste operations and personnel.

ASSESSMENT: There is a need for increased consumer education as well as development of markets for recycled materials and products.

4.3.6 DISPOSAL OF ASBESTOS

Asbestos is accepted by Mountainview Landfill, Inc. under regulations established by the Maryland Department of the Environment as specified in COMAR 26.11.15.04 and in conformance with Mountainview Landfill's approved operating procedures. Asbestos is also accepted at Mostoller Landfill in certain quantities as per its operating permit.

ASSESSMENT: Mountainview Landfill, Inc. has capacity and facilities for the disposal of asbestos provided the disposal meets the applicable State regulations and is in conformance with Mountainview Landfill's operating procedures until the permitted capacity is reached. Then the Mostoller landfill will be utilized for the disposal of asbestos.

4.3.7 EMERGENCY SPILL RESPONSE

The County-wide Hazardous Materials Plan, which was prepared pursuant to Superfund Amendment and Reauthorization Act, 1986 (SARA), Title III, was adopted on January 17, 1995.

Hazardous materials are defined as any material or substance that presents an unusual hazard to life, the environment, or property when burned, spilled, or otherwise released from its normal use, handling, storage, or transportation environment.

For each incident where potential hazardous materials may be involved, the fire company responding calls a Hazardous Material Coordinator to provide support and technical assistance at the scene. If required, the Hazardous Incident Response Team will be called for decontamination and clean up.

ASSESSMENT: The County's Plan, which has been reviewed and approved by the various governmental agencies, contains the appropriate procedures for analysis, containment, handling and disposal of any hazardous material in accordance with applicable regulations.

4.3.8 SITE SELECTION REGULATIONS, CONSTRAINTS AND ASSESSMENT

The 2014 Allegany County Comprehensive Plan specifically addresses solid waste management in the Community Facilities section of the Plan.

The Allegany County Zoning Ordinance adopted in 2018 allow for landfills, solid waste transfer stations, and solid waste processing/resource recovery facilities to be developed in the (I) Industrial District, by permit or in the (G-2) General Urban District, (A) Agriculture, and (C) Conservation District, with Board of Appeals approval. Additionally, landfills must be located at least 500-feet and transfer stations and solid waste processing and resource recovery facilities 300-feet from the nearest residence or Urban District Boundary.

Through the above constraints imposed by County regulations and recourse to the appropriate State agencies, Allegany County has a process for appropriate solid waste facility site selection, which necessarily includes consideration of the following criteria:

1. Land Use Plan	5. Hydrology
2. Zoning Regulations Neighborhood Impacts	6. Water Purification and Access to Treatment
3. Size and Useful Life	7. Transportation Costs
4. Geology, Topography and Environmental Impacts	8. Infrastructure
	9. Capital Requirements

ASSESSMENT: The County's Zoning Ordinance and Comprehensive Plan in combination with County and State regulations adequately provides a process for site selection of landfill and solid waste transfer, processing or resource recovery facilities in the County.

4.3.9 FEASIBILITY OF COMPOSTING OF MIXED SOLID WASTES

As required by section 9-1703(b)7 of the Annotated Code of Maryland, the County Plan must address the feasibility of composting of mixed solid wastes. The following discussion is summarized from the *Decision Maker's Guide to Solid Waste Management, Volume II* produced by the US EPA (1995.)

Composting is the aerobic biological decomposition of organic materials to produce a stable product. Up to 70% of MSW is organic material; 20% of MSW is yard waste. MSW may be composted as mixed waste (requiring separation and pre-processing of feedstock prior to composting) or as source-separated material. Source-separated programs offer several advantages over mixed MSW programs including: reduced handling time, less tipping space, and less pre-processing equipment; mixed MSW composting offers fewer advantages over the long term (USEPA, 1995, emphasis added). Source-separated programs typically result in a higher quality finished product with reduced contamination, however they require separate collection and transportation of organic materials.

The feasibility of mixed MSW composting in Allegany County, Maryland is limited due to geographic, climatic, economic, and cultural obstacles. Geographic and economic obstacles include lower population density and lower population for which hauling costs for waste are proportionally higher and economies of scale in solid waste processing facilities are difficult to realize. In addition, lower population density reduces the relative cost of land for landfilling of wastes. These same obstacles have prevented the implementation of curbside collection of recyclables – a program which would receive much greater public support and participation than curbside collection of organics.

Allegany County recycles yard trimmings at the county Mulch and Yard Trimmings Recycling Site located on PPG Road southeast of Cumberland and encourages backyard composting by residents.

ASSESSMENT: Composting of mixed MSW is determined to be infeasible at this time but will be re-examined periodically with future revisions to this plan.

Chapter 5 Plan of Action

5.1 SOLID WASTE DISPOSAL SYSTEM AND ACCEPTANCE FACILITIES

5.1.1 EXISTING SOLID WASTE DISPOSAL SYSTEM

The existing solid waste disposal systems are described in Chapter 3 and are anticipated to remain in place, essentially unchanged, until early 2022.

Waste Management notified the County they were not going to expand the landfill beyond 2022. Waste Management has entered into a new Transfer Station Agreement with Allegany County on November 19, 2020 to provide disposal for the County's waste after the landfill closes. At which time, solid waste in Allegany County will be taken to the Western Maryland Transfer Station for transport to and disposal in Waste Management's Mostoller Landfill near Somerset, PA. This contract provides for disposal until 2035. The contract provides that prior to January 2029, the County and Waste Management shall meet to discuss extension of the contract beyond 2035. If an extension is not preferable or available to the County, other options, such as development of a landfill in Allegany County, joint landfill development with another nearby jurisdiction or transfer of waste to another out-of-County landfill will be evaluated and pursued. This course of action will meet the County's solid waste disposal needs through this ten-year planning period.

5.1.1.1 Existing Solid Waste Acceptance Facilities

The existing solid waste acceptance facilities are described in Chapter 3 and are anticipated to safely and economically handle the County's projected solid waste stream throughout the ten-year planning period.

In the early 2000's, the County was notified of an expression of interest from private sector firms to develop a land clearing landfill and a solid waste transfer station. These facilities are not seen as inconsistent with the Solid Waste Management Plan as long as County zoning ordinances established to regulate their location and operation are adhered to. The constraints on such facilities as detailed in Appendix B are satisfied, and these facilities are constructed in accordance with all Local, State, and Federal requirements.

In 2009, Western Maryland Waste Systems, LLC was granted a permit from MDE to construct a solid waste processing facility and transfer station in Allegany County. Operation of this transfer station began in September 2013 and the current permit period for the facility expires on November 15, 2024. As of October 2020, the Western Maryland Transfer Station is owned and operated by Waste Management.

5.1.1.2 Planned Solid Waste Acceptance Facilities

None planned at this time.

5.1.2 MECHANISMS FOR MANAGING ITEMS IN THE WASTE STREAM

All of the following mechanisms for managing items in the waste stream are deemed to be adequate for the planning period. Modifications and revisions to these mechanisms will be made as feasibility, efficiency, legislative mandates, and economics dictate.

5.1.2.1 Residential Waste

The current system for household waste management uses a combination of curbside pickup and County-operated residential refuse drop-off sites. Private companies, as well as municipalities, provide waste pick-up and transportation to the current landfill and/or transfer station disposal sites. Individual residents may take their waste to one of the County's four large drop box sites, the landfill and/or the transfer station.

5.1.2.2 Commercial Waste

The primary system for the management of commercial waste utilizes the large dumpster-style containers. Numerous companies providing this service are privately-owned and operated, and also provide the needed transportation to disposal sites as well as maintenance on the dumpster units. Some commercial waste generators collect their own wastes (independent of any commercial waste disposal system) and transport directly to disposal facilities.

5.1.2.3 Industrial (Non-Hazardous) Solids, Liquids, and Sludges

Industrial waste in Allegany County has steadily decreased since the 1970's with the loss of several large manufacturing companies. Industrial wastes are handled as follows:

(a)

5.1.2.3.1 Solids

Solid waste management for industrial waste is handled very similarly to that of commercial waste disposal listed above.

5.1.2.3.2 Liquids

Liquid waste disposal for all of the area industrial waste generators have Maryland Department of the Environment approved waste facilities, with discharge permits to the Potomac River or an indirect discharge through sewage treatment plants.

5.1.2.3.3 Sludges

The production of industrial sludge occurred primarily at one large plant located on the Potomac River in Westernport. This industry, which is now closed, has utilized strip mines for its sludge disposal as part of the mine reclamation process. Sludge produced from the County-operated wastewater treatment plants, which serve industrial uses, are landfilled at the Mountainview Landfill, and after 2022 at the Mostoller Landfill.

5.1.2.4 Institutional (Schools, Hospitals, Government Buildings) Waste

5.1.2.4.1 Schools

All Allegany County schools, including Allegany College of Maryland (ACM) and Frostburg State University (FSU), utilize a similar solid waste collection process to that listed above in Institutional (Schools, Hospitals, Government Buildings) Waste Schools however, generate hazardous waste normally in liquid forms from science laboratories which are handled separately. The procedure for handling this laboratory waste is to contract with an approved hazardous waste hauler. These materials are contained and stored under current Maryland Department of the Environment regulations within the school property. Frostburg State University and the University of Maryland Center for Environmental Sciences, Appalachian Laboratory (UMCES-AL) each generate approximately 500 Kg of liquid hazardous wastes annually, utilizing the services of licensed hazardous waste haulers for removal. Many schools have implemented basic recycling programs as detailed in Section 3.7.1.

5.1.2.4.2 Hospitals

UPMC Western Maryland disposes of solid waste in much the same way as listed under commercial waste. The primary exception is the use of MDE approved contractors to dispose of red bag (biohazard) medical wastes.

5.1.2.4.3 Government Buildings

Numerous government buildings exist in Allegany County. Federal, State, and local government buildings primarily use the same solid waste management as other commercial waste generators in the County. Some government buildings, such as the County Office Complex and Allegany College, offer multi-product recycling programs.

5.1.2.5 Land Clearing and Demolition Debris (Rubble)

The current mechanism for managing rubble in Allegany County is the use of landfill or transfer station sites. While the mechanism to handle demolition debris is adequate, development of a separate land clearing debris landfill is viewed as desirable. Such a facility is permitted by a company along Maryland Route 36 north of Midland, although it is not available to residents.

5.1.2.6 Controlled Hazardous Substance (CHS)

Hazardous materials are generated at all levels including, but not limited to, residential, commercial, and government agencies. Residential generators are exempt from most EPA and MDE regulations, which allows for hazardous waste disposal at the current landfill disposal site. Commercial generators of hazardous wastes use private companies from Pittsburgh, Baltimore, and Washington, D.C. to handle and haul for proper disposal. Government buildings follow similar mechanisms for disposal as that of commercial generators of CHS. Both Mountainview Landfill and Mostoller Landfill accept asbestos waste in accordance with regulations issued by their respective permitting agencies.

5.1.2.7 Dead Animals

Dead animals are primarily generated by the Allegany County Animal Shelter. The State, County, and City roads departments also dispose of animals killed on the road. Historically, animals from the animal shelter are frozen and picked up by a rendering company. Plans for an animal crematorium are being considered, but as of 2013 the Animal Shelter adopted a no-kill policy. Dead animals from the State and County roads are normally buried on various State and County rights-of-way. Dead animals from the Department of Natural Resources are placed in a deer pit located at the eastern end of the County. Dead animals from most of the veterinarians are picked up by a private business and are buried or incinerated.

5.1.2.8 Bulky or Special Waste

Large, bulky items such as automobiles and large appliances are not accepted at the landfill. They are instead taken to an in-County scrap and salvage business. Penn- Mar Recycling and Allegany Scrap accept select items for recycling.

5.1.2.9 Tires

Scrap tires are accepted at various locations within the County for a fee and hauled to an out-of-County scrap tire disposal facility. See Section 3.5.6.

Additionally, MDE has issued permits to numerous tire collectors and transporters in Allegany County. Allegany County has participated with Maryland Department of the Environment and Maryland Environmental Service to implement very successful scrap tire collection days for County residents.

As the continued availability of State grant funding for scrap tire collection is questionable, County implementation of a fee-based annual or biennial scrap tire disposal day program is recommended in addition to ongoing by-appointment tire collection program for County residents at the County Complex.

5.1.2.10 Wastewater Treatment Plant Sludge

The two primary generators of municipal sludge in Allegany County are the City of Cumberland and the Allegany County Department of Public Works. The City of Cumberland produces a Class A sludge by way of a sludge heat drying and pelletizing facility. The sludge heat drying facility is operated for the City under contract with New England Fertilizer Company (NEFCO). The sludge is treated and distributed for uses approved by the Maryland Department of the Environment via Sewage Sludge Utilization permits. NEFCO distributes the pelletized products in Maryland, Virginia, and Pennsylvania for uses such as land application to agricultural and marginal land (bulk fertilizer,) fertilizer blenders/manufacturers, and as an industrial fuel source. The City and its contractor dispose of pelletized and/or activated sludge to landfills on an as-needed basis. Allegany County Department of Public Works disposes of treatment plant sludge at the current landfill under MDE permits. Beginning in 2022, County sludge will be transported to the Mostoller Landfill for disposal.

5.1.2.11 Septage

Septage is collected by private haulers and can be transported to the Upper Potomac River Commission Wastewater Treatment Plant in Westernport for treatment and disposal for a fee.

5.1.2.12 Construction Waste

Construction waste, most notably wood waste, drywall, and shingles are currently landfilled. As motivated by LEED and interest in greener building techniques, the County should work with the waste industry and building industry to identify and pursue opportunities to collect and recycle these materials. Upon closure of Mountainview Landfill in 2022, construction waste will be received at the Western Maryland Transfer Station and transported to the Mostoller Landfill for disposal.

5.1.2.13 Oil

Numerous recycling collection facilities, including the Riverside Recycling Site and Mountainview Landfill, accept waste oil for reclamation. Several area service stations also accept waste motor oil. These are alongside bins for the disposal of oil filters.

5.1.2.14 Antifreeze

Numerous recycling collection facilities, including the Riverside Recycling Site and Mountainview Landfill, accept used ethylene glycol for reclamation. Several area service stations accept this material as well.

5.1.2.15 Household Hazardous Waste

The Allegany County Commissioners conducted one-day household hazardous waste collections in 1994, 1995, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2015, 2017, 2019, and 2021. Wastes are collected, handled, and disposed of by a licensed company. This effort will continue on a biennial basis provided funding and public support remain available. Development of a publicly available website or brochure on proper disposal of Household Hazardous Waste should be considered.

5.1.2.16 Fluorescent Bulbs

Fluorescent bulbs have been collected in the past at household hazardous waste collection events and can be taken to Penn-Mar Recycling for proper disposal for a fee. In addition, at least one local retailer of CFLs (ex. Lowes, LaVale, MD) collects CFLs for recycling.

5.1.2.17 Medicine

As of 2012, unused prescription medications may be dropped off at local Law Enforcement agencies for disposal.

5.1.3 SIZING, STAGING AND CAPACITY OF SOLID WASTE FACILITIES

All of the following solid waste facilities are deemed to be adequate for the planning period. Modifications and revisions of these facilities will be made as feasibility, efficiency, legislative mandates, and economics dictate.

5.1.3.1 Mountainview Landfill

The original Phase III permit area for the Mountainview Landfill was based on a 39.9-acre footprint. The total site area of 500 acres would provide additional future capacity.

A revised usable life projection based on recent tonnages, increased net airspace capacity due to improved compaction methods and a redesigned footprint that improved use of the permitted acreage now extends into the year 2022. The source of this projection is from data generated for Mountainview Landfill's 2019 Annual Operating Report to MDE and discussion with the Landfill Operator. Consideration of future provision of landfill capacity via landfill development at the Mountainview or another site has not been ruled out by the County.

A wide range of County-operated recycling containers are available at the Mountainview Refuse Site, including cardboard collection, newspaper, magazines, office paper, waste oil, antifreeze, #1 and #2 plastics, cans, and glass. In 2013, the recycling drop-off area was reconfigured to improve efficiency of traffic flow in the recycling area. Under terms of the Landfill contract with Green for Life, Inc., which has been assumed by Noble Environmental as part of their purchase of Mountainview Landfill, the refuse and recycling drop-off area will remain in place for the term of the landfill post-closure period (or until approximately 2052).

5.1.3.2 Mostoller Landfill

Waste Management's Mostoller Landfill is permitted by the Pennsylvania Department of Environmental Programs in 10-year increments. The landfill is permitted for a fifty-year life at 2,000 tons per day with current intake being approximately half of that amount.

5.1.3.3 Western Maryland Transfer Station

Waste Management's transfer station is permitted by MDE. It currently is permitted with adequate capacity for handling the waste generated in Allegany County. Modification of the transfer station is anticipated to more efficiently handle the increased solid waste volume and traffic and to handle waste from private citizens once Mountainview Landfill is closed in early 2022.

5.1.3.4 County Residential Refuse Sites

The system for disposal of solid waste in the outlying areas of the County is adequate. The facilities are staffed and fenced, and recycling is available at these sites. The installation of compactor units at the Eastern sites should be analyzed, taking economics and site operations into consideration.

5.1.3.5 Recycling

Allegany County is recycling 30%+ of the total waste stream via MRA-eligible recycling activities. In, 2012 the Maryland General Assembly passed the Recycling Rate and Waste Diversion – Statewide Goals Act. The Act revises the Maryland Recycling Act (1988) by increasing the mandated recycling rates for all Maryland jurisdictions to at least 35% or 20%, depending on population. Allegany County continues to meet the 20% requirement and anticipates doing so in the future.

5.1.3.6 Household Recyclables

Drop boxes located throughout the County should be adequate to handle the collection needs for recyclables (cans, glass bottles, plastics, office paper, magazines, cardboard, and newspapers) during the planning period, with the addition of new boxes and sites as the need requires. In May 2012, a plan to reorganize the recycling sites was approved by the County Commissioners; the goal being to collect a more comprehensive suite of materials at each site, better secure sites to minimize contamination, ADA-accessible and safe sites, and maximize hourly/daily availability and participation. This plan was implemented and is being revised as needs dictate.

5.1.3.7 Yard Trimmings

The County operates a yard trimmings acceptance facility on County property in Mexico Farms. Based on the success at this site and demand in other parts of the County, the establishment of a satellite yard trimmings collection site in the western region of the county should be pursued. In addition, backyard composting should continue to be encouraged with education and outreach. In that regard, in 2012, 2017, and 2018 the Solid Waste Management Board sponsored the sale of backyard composters and rain barrels to the public accompanied by appropriate education/training.

5.1.3.8 Commercial Recycling

Eighty percent of the County's recycling tonnage is generated by the commercial sector from recycled paper, cardboard, batteries, textiles, renderings, residuals, and metals. This area presents the greatest potential for increasing recycling tonnages and should be expanded. Allegany County should provide incentive for commercial recycling through the establishment of a green business designation or by publicizing the recycling rates of businesses as reported in annual MRA surveys.

5.1.3.9 Curbside Recycling

Burgmeier's Hauling Inc. offers curbside recycling of selected materials to its subscription waste disposal customers in Allegany County. The City of Cumberland offers curbside recycling to its residents through a contract with Burgmeier's Hauling. In Frostburg, Burgmeier's offers a subscription curbside recycling service to residents. Subscribers receive a \$3/month rebate on their quarterly utility bill (which includes monthly trash disposal fees.) Expansion of curbside recycling to other areas is unlikely during the planning period due to its cost.

5.1.3.10 Electronics Recycling

Fee-based electronics recycling is provided on a year-round basis by Penn-Mar Recycling and local retailers. Allegany Electronics has also conducted on-site e-cycling events within the City of Frostburg and Allegany County in past years. Market conditions will dictate any changes in electronics recycling during the planning period.

5.1.3.11 Rubble Fill

Mountainview Landfill and Mostoller Landfill both accept rubble and demolition wastes. Since rubble tonnage is included with the various wastes listed on Table 3-3 Mountainview Landfill Details Annual Landfill Total Tonnages (Mountainview Landfill,) Mountainview Landfill and Mostoller Landfill should be adequate for the County's rubble disposal needs.

The types of wastes which may be disposed at a rubble landfill site are: trees, land clearing debris, and demolition debris that is not a controlled hazardous substance as defined by the Annotated Code of Maryland.

5.1.3.12 Household Hazardous Waste (Too Toxic to Trash Waste)

No permanent facilities exist for the collection or storage of household hazardous waste. In 1994, the County initiated an annual household hazardous waste (HHW) collection day. Given the expense and coordination involved, a continuation of the HHW collection day event on a biennial basis is considered adequate.

5.1.3.13 Residential Red Bag Wastes

No adequate facilities or procedures exist for effectively controlling the disposal of residential red bag medical wastes. These wastes, which can include needles, bandages, and body fluids, are being discarded with regular household refuse and can pose a threat to refuse collection and landfill operations personnel.

The disposal of residential red bag waste generated in Allegany County is not covered by any special management program. Health care providers are educating their patients as to the proper disposal of residential red bag wastes. Needles and unused medicine may be dropped off at the Allegany County Sheriff's Office at the County Office Complex in Cumberland.

5.1.4 SCHEDULE FOR PLACING NEW SOLID WASTE DISPOSAL SYSTEMS AND ACCEPTANCE FACILITIES INTO OPERATION

In issuing a permit for the 39.9-acre Mountainview Landfill site at Vale Summit in February 1992, the Maryland Department of the Environment has made a determination that the Mountainview Landfill complies with pertinent Federal and State laws regulating municipal waste sanitary landfills. Its permitted capacity meets Allegany County's needs through the year 2022. After the capacity is reached at the Mountainview Landfill, Allegany County's waste will be disposed of at the Western Maryland Transfer Station to provide adequate disposal capacity throughout the planning period.

Therefore, with exception of continued operation and possible expansion of the land clearing landfill operated by Braddock Construction and the Western Maryland Transfer Station, it is not envisioned that any major, new solid waste disposal systems or acceptance facilities will be placed into operation during the ten-year planning period covered by this current Plan.

Interest has been expressed by a private hauler concerning construction of a second transfer station in Allegany County. To date, no details, plans or applications have been submitted. However, the development of additional transfer stations in the County is not seen as inconsistent with this Solid Waste Management Plan.

Noble Environmental has expressed interest in possibly expanding the capacity of Mountainview Landfill, though no details, plans, or applications have been submitted. However, development of additional landfill capacity is not seen as inconsistent with this Solid Waste Management Plan.

5.1.5 FINANCING SOLID WASTE SYSTEMS

Since the Mountainview Landfill and the Western Maryland Transfer Station are private facilities, Allegany County is not responsible for the cost of their design, construction, operation, closure, or post-closure. Similarly, since most trash collection in the unincorporated areas of the County is contracted on a subscription basis with private firms, the County is not responsible for these costs. Municipalities either provide collection service, contract for their residents, or require the residents to contract privately with no cost responsibility to County government. While the County is relieved of the above solid waste financial burdens, there are still elements of the solid waste system for which the County is responsible. A brief discussion of each is in the sections below.

5.1.5.1 County Residential Refuse Disposal Sites

In February 1998, the County implemented a tag program for use at their four (4) refuse disposal facilities. Beginning January 1, 2017, the County Commissioners increased the pay-as-you-throw (PAYT) tag fee at Mountainview Landfill and the other County Refuse Disposal Sites from \$0.75 per tag (bag) to \$1.00 per tag (bag). This increase will generate additional revenue of approximately \$50,000 per year to offset the nearly \$200,000 per year General Fund subsidy it provides to cover the solid waste disposal costs. In addition, the PAYT system encourages residents to reduce the cost of their solid waste disposal by generating less volume of waste through reduce, reuse, recycle, and compost.

In Fiscal Year 2019, the tag system generated \$252,235.75 (71%) toward offsetting a \$354,581.42 cost of providing the residential refuse service to collect, transport, and dispose of 3,210 tons of solid waste. The balance is paid from the County's General Fund. To more equitably offset costs, an increase in the tag fee is recommended. These costs, along with those for FY '15 and FY '17, are shown in Appendix G.

5.1.5.2 Solid Waste Host Fee

The County receives a host fee (currently \$1.35/ton) for out-of-County waste disposed of at Mountainview Landfill or handled through the Western Maryland Transfer Station. See Landfill and Transfer Station contracts in Appendix A.

5.1.5.3 Recycling Fee

Since 1992, The County has assessed a \$1.00 per ton surcharge fee on all County solid waste disposed of in the landfill to help offset the cost of its recycling efforts. In January 2000, that fee was increased to \$1.50 per ton. In addition, the County collects a recycling fee of \$1.50 from all County-generated waste from the Transfer Station. In Fiscal Year 2019, the \$1.50 per ton fee raised \$142,124.73, as compared to the County's recycling cost of \$196,842.23. See Appendix G.

5.1.5.4 Yard Trimmings and Mulch Site

The County operates a mulch and yard trimmings recycling site. Diverting yard material from the landfill conserves valuable landfill airspace and in turn will extend the available life of the landfill. At nearly \$20,000 per year, expenditure on its operation is significant. The sale of compost is a possible source of revenue to offset this cost. However, the liability for quality and administrative issues associated with sale of mulch to the public would result in increased processing costs. Some mulch has been sold to a commercial mulch operation who further processes and packages the mulch for sale, with no liability to the County. Therefore, the sale of mulch is only recommended to commercial processors. County residents can continue to pick-up mulch at the site for no cost.

5.1.5.5 Closure Costs

As the former owner/operator, the County is responsible for closure costs at the Vale Summit (Cabin Run) Landfill and Westernport (Moran) Landfill.

The Vale Summit Landfill was closed with placement of a synthetic cap in 1994 at a cost of \$1,150,000. Funds for this work were paid from the County's 1981 and 1988 Public Improvement Bonds and other County funds.

The Westernport Landfill was closed with placement of a synthetic cap in 2004. The cost of that project was \$946,000. Of that total, \$216,000 was funded by MDE as part of a scrap tire drainage system demonstration grant. The remaining \$730,000 was borrowed with a 20-year State Revolving Fund loan, which will be paid back from the County general fund. The Westernport Landfill cap loan from MDE will be paid off in 2023.

After the existing landfills are adequately closed, the County is still responsible for the costs of groundwater monitoring activities which currently total \$15,000 per year. It is expected these costs will be included in the Solid Waste budget from general County funds.

The Mountainview Landfill operation, closure, and post-closure is a responsibility of the owner, Noble Environmental.

On October 9, 1991, the U.S. Environmental Protection Agency (EPA) issued its rule, "Solid Waste Disposal Facility Criteria" (40 Code of Federal Regulations [C.F.R.] Parts 257 and 258) as provided for under the Resource Conservation and Recovery Act, Subtitle D. This EPA rule establishes municipal solid waste landfill (MSWLF) closure requirements for all MSWLFs that accept solid waste after October 1, 1991. Financial assurance requirements apply to MSWLFs that receive solid waste after October 9, 1993.

These rules currently do not apply to the County because it's neither an owner nor operator of a municipal solid waste landfill. In the event the County should choose to operate a municipal landfill, the County would assume a significant financial burden in complying with the rule.

5.1.6 CLOSURE OF SOLID WASTE ACCEPTANCE FACILITIES

Allegany County's sanitary landfills ceased receiving wastes on February 3, 1992. Those landfill sites proceeded through a closure procedure in accordance with COMAR 26.04.07.21 and EPA Subtitle D. The EPA Subtitle D regulations require post-closure groundwater monitoring for a 30-year period.

Although the COMAR regulations require that closure efforts begin within twenty-four (24) months of the landfill's last acceptance of waste, Allegany County's efforts lagged behind this requirement.

As discussed in Chapter 3, in summer 1994, Allegany County installed a MDE-approved synthetic cap on the Vale Summit Landfill. In summer 1993, a fly ash and earthen cap was placed over the Westernport Landfill, with a final synthetic cap placed in 2004.

Groundwater monitoring and methane gas probe wells are in place at both sites and required sampling is ongoing, with results being submitted to MDE for review. In 2013, several gas relief trenches were installed at the Westernport site in response to elevated methane readings.

5.1.7 CHANGES IN PROGRAMS, PLANS, REGULATIONS AND PROCEDURES

The following changes are based on the assessment conducted in Chapter 4. This section has been organized according to the municipal solid waste management hierarchy of Reduce, Reuse, Recycle/Compost, and Landfill as detailed in Section 4.3. Sections for education and finance have been added to this list.

5.1.7.1 Solid Waste Management Board

On December 19, 1996, the Allegany County Commissioners formed the Allegany County Solid Waste Management (SWM) Board to serve as an advisory body on matters pertaining to solid waste disposal and recycling, and to prepare updates of the County's Solid Waste Management Plan.

The SWM Board operates under the Bylaws which were approved and have been subsequently amended by the County Commissioners. A copy of the current Bylaws is included in Appendix D of this Plan. It is recommended the Bylaws continue to be revised and amended as needed. It is recommended in its deliberations that the SWM Board remain committed to the Reduce/Reuse/Recycle/Compost/Landfill hierarchy of solid waste management.

5.1.7.2 Reduce

- i. Encourage municipalities and other solid waste handlers to develop and implement variable rate pricing systems (aka. Pay-as-You-Throw, PAYT) as financial incentives to those residents who reduce, reuse, recycle, and compost. Paying for solid waste collection based upon the weight or volume has proven successful in reducing the tonnage going to landfills and the dollar cost of tipping fees.
- ii. The County should encourage variable rate pricing (VRP) through education of the general public and, more specifically, the municipal, financial and public works officials who oversee the local programs. Sponsoring outside speakers representing successful programs, dissemination of information/articles, and regular meetings of County and local officials are suggested.
- iii. Encourage municipalities to annually evaluate cost effectiveness of waste disposal methods as compared to recycling.
- iv. In 1994, the State of Maryland banned separately collected yard waste from being disposed of in landfills. As a source reduction technique, yard material should be diverted from the general waste stream and its disposal discouraged/prevented at the landfill. Yard waste can be diverted from the general waste stream by composting at the source in simple composting devices or delivery to the County-operated yard trimmings collection facility.

5.1.7.3 Reuse

This is an educational issue and is addressed in Section 4.3.4.

5.1.7.4 Recycle

- 1) In 1991, the County mulch and yard trimmings collection site was established as Allegany County's first recycling priority, considered Phase I. It has become an essential part of the County's yard material recycling program as per Sections 3.5.4 and 5.1.3.7.
- 2) A County-wide drop box program for household recyclables (bimetal cans, clear, brown and green glass bottles, cardboard, magazines, office paper, and newspapers) was implemented under Phase II. However, to date, it is estimated less than 20% of household waste is collected through the drop box program. Development of more efficient and effective ways to collect household recyclables should remain a priority. Similarly, the collection of other recyclable materials should be considered as it becomes economically feasible. Recycling participation has increased since the City of Cumberland started offering dual stream recycling to its residents. In Frostburg a subscription curbside recycling service is offered by Burgmeier's Hauling to City residents. Subscribers receive financial incentive through a \$3/month rebate on their quarterly utility bill. The County drop box program needs continual public education.
- 3) Curbside collection of household recyclables was recommended as Phase III, but due to operational and institutional barriers, has not yet been widely implemented. Frostburg no longer collects newspapers at curbside one day per month. Fortunately, Cumberland's curbside recycling program

has been successful with nearly 30% participation. Ongoing consideration should be given to curbside recycling, especially by municipalities and solid waste handlers who offer curbside trash collection. Collectors and haulers should be encouraged to provide recycling services similar to that being offered by Burgmeier's Hauling.

- 4) A centralized cardboard recycling program was opened to the public in 1995. The collection of cardboard, magazines, office paper, and other paper products has been minimally decentralized through the development of satellite collection sites. Although a pilot project by the City of Cumberland to pick-up commercially generated cardboard met with minimal success, other potential County/municipal and public/private partnerships with additional decentralization should be explored. One such effort is Burgmeier's Hauling providing public drop-off collection boxes for cardboard at the Frostburg Dog Park and on Liberty Street in Downtown Cumberland.
- 5) Commercial and institutional generators currently account for about 80% of the County's recycling effort. However, since a much greater percentage of commercial waste is potentially recyclable, continual education of this sector as to current methods in industry and business waste collection and recycling is needed.
- 6) The County should consider establishing a regular residential (non-commercial,) fee-based tire collection program for Allegany County residents and encourage municipalities to organize clean-up projects.
- 7) Recycling in the public schools is currently coordinated by staff who collect materials and transport them to a County recycling collection site for processing. Opportunity exists to expand the number of schools involved and the types of materials collected. As these programs expand, it would be worthwhile for ACPS and ACM to investigate the feasibility and economics of contracting some of these efforts as opposed to performing them with staff.

5.1.7.5 Yard Trimmings

Foster an increase in backyard composting through a combination of public education and demonstration projects in cooperation with County Extension Agencies, Soil Conservation District, area garden clubs, County schools, and student environmental clubs. Future efforts to sponsor the sale of backyard composters and rain barrels is also encouraged and to be evaluated each January.

While the County Yard Trimmings Recycling Site in Mexico Farms is a well-known and successful site, consideration should be given to the development of satellite sites to increase County-wide participation.

5.1.7.6 Landfill

5.1.7.6.1 Future Siting of Sanitary Landfills

As outlined in Section 3.4.1, the present 39.9-acre permitted Mountainview Landfill, which is located within a total tract of approximately 500-acres, has projected life until 2022. Although it is believed additional permitted acreage can be developed within the remainder of the 500-acre tract, Noble Environmental, the landfill owner, may have interest in doing so.

5.1.7.7 Education

Methods to educate the public concerning municipal solid waste and the Reduce/Reuse/Recycle/Compost hierarchy need to be continually updated. Methods to pursue include:

- Activities through public and private schools in Allegany County, such as recycling contest, MDE's recycled materials sculpture contests and Green Team presentations
- Distribution of solid waste videos and teacher recycling kits
- Updates to the Allegany County Recycling web page: alleganygov.org/recycle
- Gain subscribers to the digital distribution list for special events like Too Toxic to Trash collections
- Utilize traditional and social media for regular recycling columns in the local newspaper and programs such as Newspaper in Education, and shareable graphics for social media feeds
- Presentations and displays for area organizations and at community functions such as:
 - Leadership Allegany!
 - Allegany County Fair
 - Earth Day and America Recycles Day celebrations and events
 - Larger festivals and other events
- Other forms of outreach include efforts to distribute mass e-mailings of source reduction tips

- The following issues are worthy of public education efforts:
 - Waste stream components
 - Reduce, Reuse, Recycle/Compost, Landfill hierarchy
 - Buy recycled
 - Pre-cycling
 - Closing the loop
 - Pre- vs. post-consumer content
 - Durable vs. disposable purchasing
 - Backyard composting
 - Variable rate pricing vs. flat rate fees
 - Life-cycle analysis of products
 - Allegany County's Reuse Directory

In order to facilitate development of a regional perspective of solid waste management, we should encourage exchange of County Solid Waste Management Plans information, ideas and experiences with Washington and Garrett counties in Maryland and the appropriate contiguous waste management jurisdictions in Pennsylvania and West Virginia.

The Solid Waste Management Board should work with other groups (such as Living Green, Learning Green, LGLG, at Frostburg State University, Allegany County Chamber of Commerce and TGCC, The Greater Cumberland Committee) to promote events and projects that work towards the County's goals of reduce, reuse, recycle, and compost.

5.1.8 FINANCE

The County should continue to implement increased waste disposal fees to fully fund the County's Recycling and Composting programs.

5.2 RECOMMENDED REGULATORY/LEGISLATIVE CHANGES

5.2.1 CONTROL ILLEGAL DUMPING

5.2.1.1 Education

An educational period, during March/April leading up to Earth Day, should be provided by Allegany County Health Department, Soil Conservation District, Allegany County Board of Education, and municipalities within Allegany County.

5.2.1.2 Enforcement

The Litter Control Law, Article 27, Section 468, in the Annotated Code of Maryland, see Appendix B.5, outlines the penalties for littering, illegal dumping, unlawful use of private dumpsters, and illegal use of curbside pickup. This is to be enforced by the County Health Department, State Police, Sheriff's Department, Bureau of Police, Department of Natural Resources, City of Cumberland Police, and City of Frostburg Police in conjunction with the State's Attorney. It is recommended that there be one enforcement person within the County who is responsible for all complaints. Past efforts to prosecute illegal dumpers have not been successful, but the equipment has been upgraded and the effort should not be abandoned.

Many organizations participate in the Maryland State Highway Administration's Adopt-a-Highway cleanup effort. More organizations should be encouraged to participate.

5.2.1.3 Funding

Judges should be encouraged to levy fines for violation of the Litter Control Law, as proceeds are disbursed back to local jurisdictions to defray the cost of removing and controlling litter. Regardless of the punishment assessed following the arrest and conviction for littering, illegal dumping, unlawful use of private dumpsters, or illegal use of curbside pickup, it is recommended that the case be publicized in order to discourage others from the same action.

5.2.2 REDUCE THE SOLID WASTE STREAM THROUGH RECYCLING

Local, state, and federal initiatives are necessary to reduce the solid waste stream through recycling and to improve markets for recycled materials.

- a. A job description for the County Recycling Coordinator has been developed and should be kept current. It is recommended this critical position be funded as a full-time effort.
- b. Appropriate officials are urged to work with elected representatives and the Maryland Department of the Environment to enact legislation which will increase markets for post-consumer materials.

- c. Construction of incinerators for disposal of municipal solid waste should not receive support from the County in the permitting process. See Section 4.3.

5.2.3 COUNTY ORDINANCE ADDRESSING SOLID WASTE DISPOSAL AREA

County ordinances and procedures should be adopted or modified as recommended below to address problems and expected changes in the solid waste disposal area.

- Adopt formal language in the County Zoning Ordinance pertinent to establishment of a "Construction Site Waste Management Statement" for the approval and issuance of permits for commercial, industrial, institutional, and multi-family development to:
 - Ensure that waste generated during construction will be processed and/or managed in a manner that will protect the ambient air, surface water, groundwater, drainageways and soil quality, as well as to minimize on-site and off-site pollution;
 - Ensure compliance with the Allegany County Solid Waste Management Plan and all local, state, and federal regulations and laws;
 - Continue the County's effort to encourage recycling of applicable materials (solid or liquid) in the private, commercial, institutional, and/or industrial sector; and
 - Reduce the quantity of waste generated within the County.
- Adopt formal language in the County Zoning Ordinance pertinent to storage and collection of refuse such that:
 - No materials or wastes should be deposited in such form or manner that these materials or wastes may be transferred off the lot by natural causes or forces; and,
 - No substance which may contaminate a stream or waterway, or render such a stream or watercourse undesirable as a water supply or for recreation, or which will destroy aquatic life, is permitted to enter said stream or waterway; and,
 - Any materials which may cause odors or contribute to the attraction or harborage of animals, rodents, or insects should be stored in enclosed containers or removed immediately from the property and deposited in a refuse container designed for the intended purpose.

5.2.4 LOCAL LAWS FOR COLLECTION AND DISPOSAL OF SOLID WASTE

Local laws or regulations pertaining to the collection and disposal of solid waste should be established as recommended below. At the very least, the County should negotiate a recycling fee in all solid waste disposal contracts.

5.2.4.1 Recycling fees

Recycling fees should be required to be collected on all non-recyclable, disposal-bound waste generated in Allegany County regardless of the location of the facility for ultimate disposal.

5.2.4.2 Hauler Licensing

A licensing procedure should be implemented for all collectors/haulers of commercial and municipal solid waste and recyclables in Allegany County. This licensing procedure, necessary for the County to accomplish the fee collection in Section 5.2.4.1 above should set forth minimum qualifications. See Appendix F for details on a recommended licensing program.

5.3 RECOMMENDED ORGANIZATIONAL/PROGRAMMATIC CHANGES AND CONSIDERATIONS

5.3.1 LANDFILL MONITORING AND POTENTIAL DEVELOPMENT

Assignment of a qualified individual to monitor the operation of the Mountainview Landfill and the closure and post-closure of existing landfills is recommended. This individual should have basic training and experience in the operation of solid waste facilities and be kept abreast of technological and regulatory changes by attending available schooling opportunities.

In addition to landfill operation, this individual should be knowledgeable and involved in the County's recycling, composting, and waste collection programs in general.

5.3.2 SOLID WASTE AND RECYCLING COST ANALYSIS

At least every three years, County staff should perform a comprehensive review/audit of the County's solid waste disposal and recycling programmatic operations and associated costs including consideration of programmatic changes.

5.3.3 EASTERN REFUSE SITE CONSOLIDATION

As discussed in Section 4.1.5, the Solid Waste Management Board endorses the relocation of the Oldtown Refuse Site and recommends combining of the Flintstone and Little Orleans Refuse Disposal Sites into a single, more comprehensive site located between the two.

5.3.4 WESTERN MULCH AND YARD TRIMMINGS RECYCLING SITE DEVELOPMENT

The County should evaluate developing a Yard Trimmings Recycling Site in western Allegany County. The County operates a Yard Waste Recycling Site southeast of Cumberland and would like to provide a similar site near Frostburg. Currently the County is searching for a suitable site, and hopes to have it operational in the planning period.

5.3.5 CONTINUED REGULAR HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS

Allegany County should continue to seek grants and sponsorships to hold a residential Household Hazardous Waste/Too Toxic to Trash event at least biennially. The County should consider higher frequencies for this type of event with a more focused set of materials, or a regular permanent collection site. Public education as to how to avoid and/or manage HHW and available substitutes should continue.

5.3.6 ONGOING TIRE AND ELECTRONICS COLLECTIONS

The last grant received for a tire collection event funded through MDE was in October 2013. Tire collection event funding has not been offered on a consistent basis. The residents of Allegany County were accustomed to saving their tires for free or low-cost collections, and an accumulation of scrap tires has been the result. The County Recycling Office is working on outreach to let residents know about the County's ongoing tire collection at a fee of \$3.00 per tire at three permitted residential refuse sites.

In order to clean up the "backlog" of tires, the County Commissioners funded a one-day tire recycling event at the County Fairgrounds, on Saturday, October 5, 2018. Citizens were charged a fee of \$1 per tire, and were permitted up to 20 tires. The event traffic totaled 521 vehicles, and 8,799 tires were collected from 8am -1pm. The event cost \$9,160.00. The Recycling Office has reached out to the Farm Bureau to encourage them to request Agricultural Tire Funding from MDE to hold Ag Tire Events in partnership with the County Recycling Office.

5.3.7 FOOD WASTE REDUCTION STRATEGIES

Allegany County would like to reduce the amount of food waste disposed of in landfills. Commercial/large-scale composting is currently not offered or planned. Fortunately, composting is not the only way to reduce food waste. The Allegany County Solid Waste Management Board hopes to partner with the Western Maryland Food Bank and Western Maryland Food Council to write letters to restaurants and markets encouraging them to divert items to the food bank to feed people. We also hope to target large institutional cafeterias to consider purchasing an on-site composter, like formerly used at Frostburg State University's dining hall, to compost their food waste on-site. In addition, as part of the County's overall source reduction outreach, we are encouraging residents to buy less food and eat leftovers to reduce food waste and save money.

5.3.8 OFFERING A WIDER SUITE OF RECYCLABLE MATERIALS

Allegany County looks to provide outlets for the following items for public disposal - cooking oil, propane tanks, plastic film, and polypropylene containers (#5 plastics) when economically feasible. These items are often requested by the public and some other Maryland Counties offer outlets. Any assistance MDE can provide would be appreciated.

5.3.9 CONSOLIDATION OF RECYCLING SITES

Allegany County will consider reducing the number of recycling sites, but provide a more comprehensive list of materials collected at each site. For example, in 2015 there were three recycling sites in LaVale, Maryland within one mile of each other. By the spring of 2017, these sites were consolidated into one site at Staples along National Highway. This site offers collection of newspapers, magazines, office paper, mixed cans, cardboard, #1 PET and #2 HDPE plastic. Further consolidation and relocation of recycling sites should be an ongoing effort based on economics and availability of sites. Those commercial landowners allowing recycling sites on their property should be regularly recognized and thanked for their participation.

Appendix A Contracts

Appendix A.1 Landfill Contract

LANDFILL AGREEMENT

THIS LANDFILL AGREEMENT (“Agreement”) is made this 19th day of November, 2020 (the “Effective Date”), by and between **Mountainview Landfill, Inc.**, a corporation organized and existing under the laws of the State of Maryland and a wholly owned indirect subsidiary of GFL Environmental Inc. (hereafter the “Company”), and the **Board of County Commissioners of Allegany County, Maryland**, a body corporate and politic of the State of Maryland (hereafter referred to as the “County”) (Company and County each a “Party” and jointly referred to as the “Parties”).

WHEREAS, Company owns and operates the Mountainview Landfill, a properly permitted solid waste disposal facility located within Allegany County, Maryland (the “Facility”); and

WHEREAS, Company and County were parties to a Landfill Agreement made and entered into on December 18, 2008 (the “Prior Landfill Agreement”) which Prior Landfill Agreement has been assigned, with the consent of the County, to Waste Management of Maryland, Inc. (“WM”); and

WHEREAS, prior to the assignment of the Prior Landfill Agreement to WM, Company advised County of its intention to cease operating and close the Facility when the currently constructed cell is full (the “Closure”) which Company expects to occur in 2022, depending upon the volume of waste accepted at the Facility;

WHEREAS County is in need of a disposal facility for the proper disposal of nonhazardous solid waste generated by County residents and businesses pending the Closure of the Facility; and

WHEREAS, the Parties by this Agreement wish to establish certain terms and conditions by which Company will operate the Facility and the Facility will provide certain benefits to the County.

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements and conditions set forth herein, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Company and County agree as follows:

ARTICLE I
TERM

The Agreement and all benefits and obligations identified herein shall commence on the Effective Date and continue until they expire in accordance with the terms of this Agreement.

ARTICLE II
OPERATION OF THE FACILITY AND
ACCEPTANCE OF WASTE

2.1 **Operation in Compliance with Applicable Law.** Company shall operate the Facility in compliance with all applicable federal, state, and local permits, approvals, statutes, laws, rules and regulations, including but not limited to those relating to the protection of the environment. County shall not be liable for any costs, claims, penalties or fees resulting from Company's failure to do so. Company acknowledges that it shall be responsible for closure and post closure of the Facility at its sole cost and expense in compliance with all applicable laws.

2.2 **County Authority.** County represents that it has the authority to enter into this Agreement and that it has obtained all necessary approvals of this Agreement under all applicable laws, regulations, ordinances, and resolutions, including any public notice or hearing procedures which may be applicable, and agrees that it will designate the Facility in its Solid Waste Plan.

2.3 **Disposal Capacity.** Company agrees that, until Closure or such earlier time as County and Company may mutually agree, it will make available sufficient space at the Facility for the receipt, processing and disposal of all non-hazardous solid waste (hereafter "Acceptable County Waste") consisting of municipal solid waste ("MSW") and construction and demolition debris ("C&D") generated by residents and commercial and industrial establishments within Allegany County, Maryland and which can be disposed of legally at the Facility and consistent with all applicable environmental laws, regulations and permits. Company agrees that it will provide County with not less than 90 days prior written notice of the expected date of Closure of the Facility. The current estimated date of Closure of the Facility is the first quarter of 2022.

2.4 **Out-of-County Waste.** During the period of time in which the Facility is still accepting solid waste for disposal, the Facility may accept and dispose of MSW and C&D from outside Allegany County in accordance with the terms of this Agreement, provided that Company agrees that it will operate the Facility consistent with past practice and contractual commitments in place and binding on Company as of the Effective Date.

2.5 **Operating Rules and Rejection of Unacceptable Waste.** Company reserves the right to make, amend and enforce reasonable rules and regulations concerning operation of the Facility, including the public Convenience Center Area described in this Agreement hereafter, and any other matters necessary or desirable for the safe, efficient and legal operation of the Facility. The Facility shall have the right to reject any waste from any source that does not conform to applicable permits, approvals, laws, or regulations, or that is hazardous or toxic, even if only part of the waste load is nonconforming. In the event that the Facility detects unacceptable waste being delivered to the Facility, the person(s) or entity(ies) delivering such waste shall be solely responsible for its removal. The Facility shall have the right to refuse to accept deliveries from any person(s) or entity(ies) who knowingly or repeatedly violate the Facility permits and approvals or operating rules.

2.6 **Reports.** Company shall provide monthly and annual reports to the County showing

EXECUTION VERSION

the type, amount and origin of all Acceptable County Waste received for disposal at the Facility.

2.7 County Inspection. County shall have the right to have designated employee(s) enter the Facility premises to observe the Facility's operation. Said observations shall be conducted during normal Facility business hours unless the County gives the Facility notice and good cause for an after-hours observation. County employees shall adhere to all safety guidelines implemented at the Facility, and shall not have the right to direct or otherwise interfere with the Facility's employees and operations.

ARTICLE III
DISPOSAL FEES AND OTHER FEES

3.1 Disposal Fee (Tipping Fee). The Disposal Fee charged per ton for Acceptable County Waste shall be determined as follows:

(a) Waste generated within the County. The Disposal Fee charged for the acceptance, processing, transportation and disposal of all Acceptable County Waste shall not exceed the following rates:

2020-	\$51.26/ton for MSW
	\$63.32/ton for C &D
2021-	\$52.39/ton for MSW
	\$64.71/ton for C &D
2022 -	\$53.70/ton
	\$66.33/ton for C & D

(b) Out-of-County waste. The Disposal Fee for waste generated out-of-County shall be established by Company provided that Company agrees that it will not accept out-of-County waste at a rate lower than the rates set out above in this Section 3.1, except in accordance with contractual commitments of Company in place and binding on Company as of the Effective Date.

3.2 Reduced In-County Disposal Fees. In the event Company wishes to offer a lower than posted Disposal Fee to haulers for waste generated within Allegany County, such reduced rate shall be discussed with and approved by the County prior to its implementation.

3.3 Fuel and Environmental Charges. In addition to the Disposal Fees described above, Company may apply fuel and environmental charges according to the standard fuel and environmental charge programs developed by Company and applied uniformly to like customers.

3.4 Changes in Law. The Parties agree that any fees, charges, costs, or assessments imposed upon the collection and/or disposal of waste that result from a change in federal, state, and local law will also be added to the applicable Disposal Fees described above at the time such changes in law are implemented.

3.5 Recycling Fee. In addition to the Disposal Fees described above, Company shall collect a Recycling Fee of One Dollar and Fifty Cents (\$1.50) per ton on each ton of waste generated inside Allegany County that is delivered for disposal to the Facility. The Recycling Fee will be forwarded to the County on a monthly basis with payment for the month by the fifteenth (15th) day of the following month. The Recycling Fee shall not apply to any reduced rate or free disposal of waste tons that the Facility may, from time to time, offer to the County. With each monthly payment, Company shall provide County with a statement that demonstrates the total number of tons of waste disposed of within the Facility during the month for which the payment is being remitted.

3.6 Out-of-County Host Fee. In addition to the Disposal Fees described above, Company shall collect an Out-of-County Host Fee of One Dollar and Thirty-Five Cents (\$1.35) per ton on each ton of waste generated from sources outside Allegany County that is delivered for disposal to the Facility. The Out-of-County Host Fees will be forwarded to the County on a monthly basis with payment for the month by the fifteenth (15th) day of the following month. With each monthly payment, Company shall provide County with a statement that demonstrates the total number of out-of-county tons of waste disposed of within the Facility during the month for which the payment is being remitted.

3.7 No Unilateral Assessment of Fees. County acknowledges and agrees that during the Term of this Agreement, it shall not seek to impose, or actually impose, any new or additional fees, taxes, excises, charges or assessments of any kind, that are based upon the disposal of waste at the Facility, or based upon any activities or independent services provided by Company at the Facility, or associated with the operation of the Facility and its related infrastructure and systems.

ARTICLE IV **PUBLIC DROP-OFF AREAS FOR MSW AND RECYCLING and RIGHT OF FIRST** **REFUSAL**

4.1 MSW Drop-Off Area. Company shall provide the area at the Facility for disposal of MSW from County residents at the location within the area identified in red on Schedule A to this Agreement and the County shall supply containers for such drop off:

- a. Cost of Disposal. Company will provide the County, within five (5) days after the end of each calendar month, with a summary of the total weight and volume of MSW disposal during such month, and the County shall pay Company for such disposal within twenty (20) days after the end of such month at the current Disposal Fee established for the Facility.
- b. Guard Service. If requested to do so by the County, Company shall provide guard service at the public drop-off area to ensure compliance with posted rules. The cost of the guard service shall be agreed upon between the Parties and paid by the County. The County shall maintain the right to post an employee at the public drop-off area, at its own expense, in lieu of using Company's guard.

4.2 Recycling Drop-Off Area. Company shall provide the area at the Facility for use by County as a recycling drop-off area for County residents at the location identified in blue within the area identified in red on Schedule A to this Agreement. The drop-off area for recyclables will be located in the same area as previously located, unless the Parties agree to relocate it. Other changes in the drop off recycling area must be mutually agreed upon between the County and Company. The MSW Drop-Off Area and the Recycling Drop-Off Area are collectively referred to in this Agreement as the “Public Convenience Area”.

4.3 Drop-Off Area Continued Operation After Closure of the Landfill. Company agrees that it will grant County a fee-free license (the “License”) to continue to operate the Public Convenience Area at the Facility after the Facility permanently ceases to accept waste for disposal for a term that will automatically terminate at the end of the post closure care period for the Facility (the “Post Closure Care Period”), unless County and Company mutually agree to extend such date. Company agrees that it will provide County with not less than 90 days prior written notice of the expected date of end of the Post Closure Care Period for the Facility. The conditions of the License described in this Section 4.3 are as follows:

- a. Company agrees, at its own expense, following the closure of the Facility, to fence the Public Convenience Area.
- b. County acknowledges that it has sole care, custody and control of the equipment while in the Public Convenience Area and accepts responsibility for all costs and damages to the equipment and for its contents. The County shall not change the general use or layout of the Public Convenience Area without the written permission of Company.
- c. County shall be responsible for maintaining the Public Convenience Area, keeping same in a neat and clean condition at its sole cost and expense. County shall be solely responsible for ensuring that the containers are emptied on an as-needed basis and such containers shall be maintained in good working order. Company agrees to advise County of any problems they observe concerning use of the Public Convenience Area.
- d. County shall to the extent permitted by law, indemnify, defend and shall hold harmless Company and its respective parents, affiliates, officers, partners, employees and agents from and against any and all claims, damages, losses, actions, demands, deficiencies, liabilities, costs and expenses (including, without limitation, attorneys’ fees and expenses and interest, penalties, fines, and all amounts paid in investigation, defense or settlement of any of the foregoing) asserted against or incurred by Company, its parents, affiliates, officers, partners, employees, or agents in connection with or arising out of or resulting from: (a) a breach of any covenant or agreement of the County contained in this Section 4.3; (b) the County’s failure to comply with any applicable law relating to any activities conducted in the Public Convenience

EXECUTION VERSION

Area; or (c) any negligence, gross negligence, or willful misconduct of the County or any employee, agent, subcontractor, or invitee of the County while on Company property or arising out of County's activities at the Public Convenience Area. The obligations of County hereunder shall survive termination or expiration of this Agreement.

- e. Upon receipt by Company of any notice of a claim, action, or proceeding, made against Company in respect of the County's obligations under this Section 4.3, Company shall give written notice to County within ten (10) days by registered mail of any such claim. Failure to give the notice shall not affect Company's rights to indemnification hereunder except to the extent that County can demonstrate actual prejudice caused by such failure.
- f. Upon termination of this Agreement, the County shall immediately remove all equipment, waste and recyclables and restore the Public Convenience Area to its condition as of the Effective Date.
- g. County shall be solely responsible for the maintenance of the equipment as well as the maintenance of the Public Convenience Area and shall supervise all operations carried on at the Public Convenience Area. Company shall have no responsibility for any such maintenance or operation. County shall be responsible to obtain all permits, approvals and licenses necessary from any governmental authority with respect to its activities on Company property.

4.4 (a) If at any time during the term of this Agreement including the term of the License, Company receives a bona fide, third party offer to purchase (the "Offer to Purchase") that portion of the property on which the house which is currently used as the Facility office is located (the "House"), Company will provide County with written notice of such Offer to Purchase accompanied by a true and complete copy of the Offer to Purchase (the "Notice"). County shall have twenty (20) days from date of receipt of the Notice to give notice in writing to Company that County will purchase the House for the same purchase price and on the same terms and conditions as set out in the Offer to Purchase, which notice shall be accompanied by County's offer to purchase the House for such purchase price and on such terms and conditions (the "County's Offer"). If County delivers the County's Offer, then Company shall be obligated to accept County's Offer and to sell the House to County in accordance with the County's Offer. If County fails to provide the County's Offer in accordance with this Section 4.4 within such twenty (20) day period, then Company shall be free to sell the House in accordance with the Offer to Purchase.

(b) County acknowledges that Company (as successor to Chambers Development Company, Inc.) is bound by an agreement with Allegany Coal & Land Company ("Allegany Coal") to sell the "unused land" (the "Sale Agreement") as such term is defined in the Sale Agreement to Allegany Coal following the date upon which the Facility is "permanently closed and operation thereof abandoned".

ARTICLE V

EXECUTION VERSION
LEACHATE TREATMENT AGREEMENT AND SLUDGE DISPOSAL

5.1 The Parties have entered into a Leachate Waste Treatment Agreement dated August 22, 2003, as amended and extended by agreements dated August 22, 2008, February 28, 2013 and July 26, 2018 (the “Leachate Treatment Agreement”) for the treatment of leachate from the Facility at County-operated wastewater treatment plants. The Parties will continue to abide by the terms of the Leachate Treatment Agreement and County and Company hereby agree to extend the term of Leachate Treatment Agreement through the end of the Post Closure Care Period of the Facility and to amend the Leachate Treatment Agreement to incorporate the terms set out in this Article 5.

5.2 Company shall pre-treat the leachate as necessary to levels acceptable under the County’s Sewer Use Ordinance prior to discharge or delivery to the County’s wastewater system.

5.3 Company shall be solely responsible, at its sole cost, to deliver leachate to the North Branch Wastewater Plant.

5.4 Company shall submit monthly reports to the County showing the quantity of leachate delivered and biological and chemical constituents. Company shall pay the County for the leachate treated at the current industrial sewage treatment rate provided that following the expiration of the period during which sewage sludge is disposed at the Facility free of charge, Company agrees to reimburse County for the annual transportation costs reasonably incurred by County to transport up to 3,500 tons per calendar year of sewage sludge from County-owned wastewater treatment plants to a third party facility, not exceeding \$25,000 a year, in exchange for County’s agreement that Company can continue to dispose of its leachate at the North Branch Wastewater Plant at the prevailing industrial sewage rates per current practice and pricing as of the Effective Date. Company and County confirm that the current industrial sewer rate paid by Company to County pursuant to the Leachate Treatment Agreement (described in Section 11 of the Leachate Treatment Agreement as the “prevailing commercial customers’ rate”) is \$3.42/1,000 gallons. Such reimbursement shall be made by Company quarterly following receipt of an invoice from County for such transportation costs.

5.5 While the Facility is still accepting solid waste for disposal, the County shall receive free disposal of acceptable sewage sludge at the Facility generated at County-owned wastewater treatment plants in a quantity not to exceed three-thousand five-hundred (3,500) tons per calendar year.

ARTICLE VI
MISCELLANEOUS

6.1 Supersede Other Agreements. This Agreement shall supersede and replace the December 18, 2008 Landfill Agreement between Mountainview Landfill, Inc. and the Board of County Commissioners of Allegany County, Maryland which has been assigned, with the consent of the County to Waste Management of Maryland, Inc..

6.2 Severability. The provisions of this Agreement are severable, and if any of its provisions shall be held invalid, such decision shall not affect the validity and effectiveness of the Agreement's remaining provisions.

6.3 Modifications. No modification, release, discharge, or waiver of any provision hereof shall be of any force or effect unless in writing and signed by authorized representatives of both Parties.

6.4 Assignments. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which may not be unreasonably conditioned, delayed or withheld. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6.5 Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Maryland.

6.6 Notices. Notice of any defect in the performance of this Agreement on the part of either of the Parties or any other notice permitted or required to be given pursuant to this Agreement shall be personally served, or sent by nationally-recognized overnight delivery service or certified mail, return receipt requested, addressed as follows:

Notice to Company will be addressed to:
Mountainview Landfill, Inc.
c/o GFL Environmental
3301 Benson Dr #601, Raleigh, NC 27609
Att: V-P, Post Collections

Notice to County will be addressed to:
Board of County Commissioners of Allegany County
County Office Complex
701 Kelly Road, Suite 407
Cumberland, MD 21502

With copy to:
Director of Public Works
Allegany County, MD
701 Kelly Road, Suite 407

Cumberland, MD 21502

And with a copy to:

Attorney
Allegany County, Maryland
Allegany County Complex
701 Kelly Road
Cumberland, Maryland 21502

6.7 Authorized Signatures. As evidenced by the signatures of the authorized representatives set forth below, the Parties represent and acknowledge that the terms of this Agreement have been reviewed by the necessary corporate and public officers, directors and members, and thereafter approved by County at a public meeting duly convened upon proper notice, and that this Agreement therefore is an enforceable obligation binding upon County and Company.

6.8 No Third-Party Beneficiaries. The Parties do not intend to create any third-party beneficiary rights by or in this Agreement, and they do not intend to invest rights, duties, remedies or obligations in any person or entity unless expressly stated herein.

6.9 General Cooperation. The parties agree to cooperate with one another and provide each other reasonable assistance with regard to all necessary permitting, regulatory, and other approvals and compliance matters, including those from the Maryland Department of the Environment necessary to implement the provisions of this Agreement.

6.10 Force Majeure. The term “Force Majeure Event” shall mean any act or event, whether foreseen or unforeseen, occurring after execution of the Agreement, that is beyond the reasonable control and not the fault of the non-performing Party, that prevents a Party, in whole or in material part, from performing its obligations under the Agreement. Force Majeure Events that satisfy the foregoing requirements may include, but shall not be limited to, unusually severe weather events, floods, fires, earthquakes, volcanic eruptions, landslides, strikes and labor actions, epidemics and pandemics and related emergencies declared by federal and state authorities, changes in applicable local, state or federal laws, rules and regulations, acts of terrorism or the public enemy, acts of war, or other occurrences that cause a temporary or permanent halt to Facility operations. If a Force Majeure Event occurs, the non-performing Party is excused from performing those obligations of the Agreement that are actually prevented by the Force Majeure Event. The non-performing Party shall provide prompt notice to the other Party of the occurrence of the Force Majeure Event. When the non-performing Party is able to resume performance of its obligations under the Agreement, it shall provide prompt notice to that effect to the other Party, and resume performance of its obligations after the notice is provided.

[SIGNATURE PAGE TO FOLLOW]

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have signed this Landfill Agreement by officers duly authorized, as of the date and year first written above.

**BOARD OF COUNTY COMMISSIONERS
OF ALLEGANY COUNTY, MARYLAND**

ATTEST: Paul Kahl
Paul F. Kahl

By: J. L. Shad
Title: President
Jacobs Shad

MOUNTAINVIEW LANDFILL, INC.

ATTEST:

By: J. H. Dovigi
Title: President - Patrick Dovigi

Schedule A

Allegany County Operated Public Convenience Ce
at Mountainview Landfill
13300 New Georges Creek Road
Frostburg, MD 21502



Appendix A.2 Leachate Agreement

LEACHATE WASTE TREATMENT AGREEMENT

This Agreement is made this 22nd day of August, 2003, by and between the Board of County Commissioners of Allegany County, Maryland, organized and existing under the laws of the State of Maryland, and its sewerage operation agent known as the Allegany County Department of Public Works Utilities Division, which have an administrative address of County Office Building, 701 Kelly Road, Cumberland, Maryland 21502, hereinafter referred to as the "County", and Mountainview Landfill, Inc., a corporation organized under the laws of the State of Maryland and wholly owned subsidy of Waste Management, Inc., administrative address of P.O. Box 95, Frostburg, Maryland 21532, hereinafter referred to as "Mountainview Landfill, Inc".

WHEREAS, April 2, 2002, Mountainview Landfill, Inc., was issued a refuse disposal permit, number 2001-WMF-0010, by the Maryland Department of the Environment hereinafter referred to as "MDE", to construct and operate a solid waste landfill, now known as Mountainview Sanitary Landfill, hereinafter referred to as "the Landfill", located in Allegany County; and

WHEREAS, pursuant to the construction and operation of the Landfill, certain amounts of "contact water" and leachate will be generated. For the purposes of the Agreement, "contact water" shall mean the precipitation and other water that has not been absorbed into the waste material such that said water does not exceed the applicable standards of the Federal Clean Water Act, of federal, state or local pretreatment regulations, specifically; the Allegany county Commissioners Code Bill 5-00, hereinafter referred to as "Utility Use Regulations". Such water is generated during the early stages of Landfill operation; and

WHEREAS, Mountainview Landfill, Inc., has requested that treatment and/or disposal of its contact water and leachate from the Landfill be provided by the County under the terms and condition hereinafter set forth; and

WHEREAS, the County has agreed to provide such treatment and/or disposal of all contact water and leachate generated by the Landfill in accordance with County's Utility Use Regulations and the terms and condition of this Agreement; and

WHEREAS, Mountainview Landfill, Inc., has submitted the necessary plans to MDE and has constructed an on-site pretreatment facility at the Landfill.

WHEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the mutual intent to be legally bound hereunder, the parties agree to the following terms and conditions:

I. SEWER EXTENSION

1. Mountainview Landfill, Inc., may, at its expense, extend the existing sewer service connection from its closest sewer line discharge point to the landfill along Route 36 to the Landfill so that the Landfill may directly discharge contact water and leachate into the County's sewer system. The design and construction of said sewer service connection shall be subject to the County's approval.

2. After completion of the construction of said sewer extension, Mountainview Landfill, Inc., shall convey the ownership of the system; including lines, pipes and appurtenances thereto and the operation and maintenance thereof, with the exception of that portion of the system which is on the Landfill property, to the County, under a separate agreement.

3. A sewage flow meter with recorder acceptable to the County shall be installed and maintained in working condition by Mountainview Landfill, Inc., at a point where the sewer extension leaves the Landfill property. This meter shall be checked and calibrated annually at Mountainview Landfill, Inc., expense and its accuracy certified to the County. Inaccuracies greater than 2% shall be sufficient grounds to adjust the charges for the annual flow based on a previous year with accurate flow record.

4. All leachate flow discharged from the Landfill to the sewer extension shall first receive pretreatment plant at the Landfill.

II. CONTACT WATER AND LEACHATE DISCHARGE

5. Mountainview Landfill, Inc., shall construct and maintain a pre-treatment facility consisting of at least two (2) aerated wastewater containment tanks with not less than 1,200,000 gallons capacity at the Landfill.

6. By use of diversion structures and other means, Mountainview Landfill, Inc., shall take measures to minimize the amount of surface water which comes into contact with the municipal solid waste so as to minimize the amount of liquid that must be discharged from the Landfill into the County's system. Discharge of the contact water and/or leachate into the County's sewer system is expected to average up to 70,000 gallons per day. The parties agree to coordinate their respective schedules so as to accommodate capacity limitations at the County's plants as well as Mountainview Landfill, Inc.'s., need for treatment and/or disposal of its contact water and leachate. In such coordination of the parties schedules, both parties agree to use their best efforts to anticipate their respective needs on an ongoing basis and provide the other party with as much advance notification as possible of such needs.

7. The parties understand and agree that this is not an exclusive agreement, i.e., Mountainview Landfill, Inc., shall have the right to contract for the disposal of the Landfill's contact water and/or leachate with any other person, party, or entity without liability to the County.

8. Until construction of the sewer connection service has been completed and the same becomes operational, Mountainview Landfill, Inc., shall transport such contact water or leachate by truck, at Mountainview Landfill, Inc., cost, to the County at its Georges Creek plant located in Barton, Maryland or its Celanese plant located in Cresaptown, Maryland.

III. REPORTING REQUIREMENTS

9. In addition to the requirements specified in Paragraph 4 above, Mountainview Landfill, Inc., shall submit, on a monthly, to the County, a report indicating the nature and concentration of pollutants in the contact water and/or leachate. The required test perimeters for the report is included in Appendix A.

The County reserves the right to request Mountainview Landfill, Inc. to submit additional test results for other priority pollutants, on not greater than a semi-annual basis, should the County determine this information is necessary.

The County shall also have the right to sample and test the contact water and/or leachate at any time at County expense.

10. Further, Mountainview Landfill will provide the County with a copy of the monthly leachate volume report which is required to be submitted to the MDE pursuant to Special Condition F (2) of Refuse Disposal Permit Number 2001-WMF-0010.

IV. RATES

11. The rate charged by the County for the treatment and disposal of the contact water and/or leachate shall be at the prevailing commercial customers' rate (currently \$1.75/1,000 gallons).

Mountainview Landfill, Inc., agrees to pay any additional operation and maintenance costs of County facilities which are demonstrated to be directly and solely attributable to the handling or treatment of leachate or contact water from the Landfill. However, if the effect of such additional operation and maintenance costs are required to benefit the County with respect to its other customers, then the County and/or its customers including Mountainview Landfill, Inc., shall pay such additional costs in proportion to the amount that the County and/or its customers including Mountainview Landfill, Inc., are benefited by such additional costs.

V. SLUDGE DISPOSAL

12. For the duration of this Agreement as provided herein, and any extension(s) thereof, Mountainview Landfill, Inc. agrees, specifically conditioned upon receipt of proper regulatory approval, and only in accordance with all applicable laws and regulations, to dispose of sludge generated by the County for disposal at the Landfill.

13. In order to effectuate the provisions of the previous paragraph, the County shall make all reasonable attempts to acquire from the MDE, Sewage Sludge Division, a sewage utilization permit.

14. Upon approval of the same, and any other permits, approvals, etc. which may be necessary prior to such acceptance, the County in any given year may dispose an average of 2,000 tons/year (166 tons/month) at the Landfill at no cost to the County,

provided however, that the volumes of such sludge disposed at the Landfill is not included within, or otherwise made a part of, the annual volume limitation required by Allegany County upon the Landfill.

15. Mountainview Landfill, Inc., agrees to allow such amount of sludge disposal at no cost to the County in consideration of the acceptance and reasonable discharge and treatment charge assessed against Mountainview Landfill, Inc., for its contact water and/or leachate as previously set forth in this Agreement. Mountainview Landfill, Inc., specifically reserves the right to reasonably modify the provisions of this section a) in concurrence with any increase to the rate in paragraph 9 by the County, of b) if the County of Allegany determines that the amount of sludge disposed of at the Landfill by the County will count against the annual volume limitations imposed upon the Landfill.

VI. INSURANCE

16. Mountainview Landfill, Inc., shall maintain all insurance as required by the MDE with respect to the handling and disposal of leachate; in addition Mountainview Landfill, Inc., shall provide evidence of insurance coverage for comprehensive general liability coverage in the amount of \$1,000,000 and workers compensation coverage.

VII. INDEMNIFICATION

17. Mountainview Landfill, Inc., shall indemnify and hold harmless the County and its officers, employees and agents, from and against claims, losses, damages and expenses to the extent of and in proportion to its negligence relating to the disposal of the contact water and/or leachate that results in injury to persons or damage to the property of the County.

VIII. FORCE MAJEURE

18. Neither party shall be liable for failure to perform its obligation hereunder as the result of any event not its fault and beyond its control, including but not limited to acts of God, fire, changes in laws, severe weather or like causes.

IX. TERM OF AGREEMENT, SPECIAL PROVISIONS

19. The duration of this Agreement is for a period of five (5) years from the date of execution hereof, and shall be renewable by Mountainview Landfill, Inc., for successive five (5) years intervals upon mutual consent and written notice to the County thirty (30) days prior to the expiration date.

20. This Agreement shall become null and void if treatment of leachate at the County's plants is not permitted by a requirement of the state or federal government or if significant capital expenditures to modify the treatment plant are required by the state or federal government to permit the County to accept and treat leachate from the landfill. Mountainview Landfill, Inc., shall have the option of paying for such expenditures, i.e. modifications, upgrades or improvements to the County treatment facilities which are directly and solely required as a result of the County's acceptance and treatment of leachate or contact water from the Landfill.

21. This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreement between the parties, and shall be binding upon the parties hereto, their successors, heirs, representative, and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused these presents to be duly executed the day and year first above written.

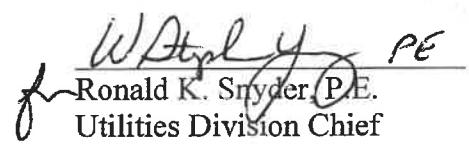
ATTEST:



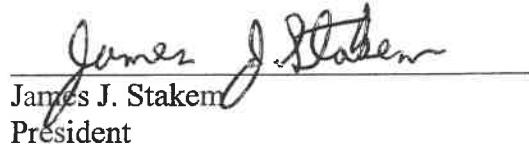
MOUNTAINVIEW LANDFILL, INC.



ATTEST:


Ronald K. Snyder, P.E.
Utilities Division Chief

BOARD OF COUNTY COMMISSIONERS
OF MARYLAND


James J. Stakem
President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On _____, before me, the undersigned Notary, personally appeared _____, who acknowledged himself to be the Vice President of _____, a corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

DATE

STATE OF MARYLAND

COUNTY OF ALLEGANY

On August 22, 2003 before me, the undersigned Notary, personally appeared James J. Stakem, who acknowledged himself to be the President of Allegany county Commissioners, and that he, as such official being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

(SEAL) Cathy E. Blank
NOTARY PUBLIC

My Commission Expires: 11/1/03
DATE

STATE OF MARYLAND

COUNTY OF ALLEGANY

On August 29, 2003, before me, the undersigned Notary, personally appeared Kevin Roy, who acknowledged himself to be the District Manager of Mountainview Landfill, Inc., and that he, as such official being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

(SEAL) Alisa L. Kifer
NOTARY PUBLIC

My Commission Expires: 2/16/2004
DATE

APPENDIX A

MONTHLY TEST PARAMETERS

pH
Chloride
Specific conductance
Total suspended solids
CBOD - 5 day
COD
Total Organic Carbon



ALLEGANY COUNTY DEPARTMENT OF PUBLIC WORKS

701 Kelly Road, Suite 300
Cumberland, MD 21502-2803
301-777-5933 FAX 301-777-2001
www.allconet.org

BOARD OF COMMISSIONERS

James J. Stakem, President
Robert M. Hutcheson
Barbara B. Roque

Vance C. Ishler
County Administrator
W. Stephen Young, P.E.
Director of Public Works
Kevin T. Beachy, P.E.
County Engineer

TO: Mountainview Landfill, Inc.

DATE: August 26, 2003

P.O. Box 95

RE: Leacheate Wastewater

Frostburg, MD 21532

Treatment Agreement

Attention: Mr. Kevin Roy

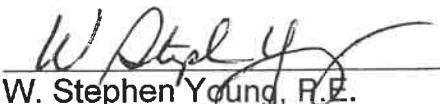
We are enclosing herewith X

Sending under separate cover

the following: Two (2) copies of the Leacheate Wastewater Treatment
Agreement.

REMARKS: Please sign both and return the County's copy to me.

Yours truly,


W. Stephen Young, P.E.
Director of Public Works

cc: File



ALLEGANY COUNTY DEPARTMENT OF PUBLIC WORKS

701 Kelly Road, Suite 300
Cumberland, MD 21502-2803
301-777-5933 FAX 301-777-2001
www.allconet.org

BOARD OF COMMISSIONERS

James J. Stakem, President
Robert M. Hutcheson
Barbara B. Roque

Vance C. Ishler
County Administrator
W. Stephen Young, P.E.
Director of Public Works
Kevin T. Beachy, P.E.
County Engineer

STAFF REPORT

TO: Vance C. Ishler, County Administrator
FROM: W. Stephen Young, P.E., Director of Public Works *W. Stephen Young*
DATE: August 7, 2003
RE: Leacheate Wastewater Treatment Agreement with
Mountainview Landfill, Inc.

For the Agenda of: August 22, 2003 Public Meeting

1. BACKGROUND

Since April 1992, the County and Mountainview Landfill, Inc. (formerly Chambers of Maryland) have had a continuing agreement concerning treatment of landfill leacheate at the County's Georges Creek and Celanese Wastewater Treatment Plants. Both parties now wish to update and re-sign that agreement.

2. ISSUES

- A. As in the past, in consideration of this agreement, the County Utilities Division can dispose of up to 2,000 tons/year of dried sewage sludge at the landfill free of charge. This sludge volume does not count against the 125,000 ton/year cap of waste taken in by landfill.
- B. Subject to County approval, the Agreement gives Mountainview Landfill, Inc. the right, at their cost, to construct an extension of the Georges Creek sewer system to serve the landfill. This extension would become the property of the County.

3. FINANCIAL IMPACT

The County is paid for the leacheate treated (\$1.75/1,000 gallons) and receives free dumping of up to 2,000 tons of dried sewage sludge. This represents about a \$85,000 per year income/savings for the County Utilities Division.

4. ALTERNATIVES

Decline to renew the agreement. This would result in a loss of economic value to the County Utilities Division and create greater leachate disposal costs for Mountainview Landfill, Inc., which would likely be reflected in a higher landfill tipping fee.

5. OTHER CONSIDERATIONS

All leachate receives pre-treatment prior to hauling to the wastewater plants and must meet the stipulations of the County "Utility Use Regulations". The treatment of leachate has not had a detrimental impact on the operation of the County's wastewater treatment plants.

6. CONFORMITY TO COUNTY POLICY

This is a continuation of an existing contract which has worked well for both the County and Mountainview Landfill, Inc.

7. RECOMMENDATION

Approve and authorize the President to sign the Leachate Waste Treatment Agreement with Mountainview Landfill, Inc.

cc: William Rudd
Ronald K. Snyder, P.E.

Steve

MOTION

By motion duly carried of the County Commissioners of Allegany County, Maryland the following action was authorized as part of the Consent Agenda for the August 22, 2003 public meeting:

Authorized the President to sign the Leachate Waste Treatment Agreement with Mountainview Landfill, Inc.

VOTE:

Yes
JJS

Yes
RMH

Yes
BBR

County Commissioners of Allegany County, Maryland

CERTIFICATION

I, Carol A. Gaffney, Clerk to the County Commissioners of Allegany County, Maryland, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on 22nd day of August 2003.

BY *Carol A. Gaffney*
Carol A. Gaffney, Clerk

S E A L

Dept.: Public Works
Account No.:
Contact: W. Stephen Young, P.E.

MOTION

By motion duly carried of the County Commissioners of Allegany County, Maryland the following action was authorized as part of the **Action/Consent** Agenda for the July 26, 2018 public meeting:

Approved and execute Amendment #3 to the existing Leachate Waste Treatment Agreement with Mountainview Landfill, Inc., extending the agreement until August 1, 2023 and adding additional testing requirements.

VOTE: Yes Yes Yes
JCS QVB WRV

County Commissioners of Allegany County, Maryland

CERTIFICATION

I, Brandon S. Butler, County Administrator of Allegany County, Maryland, hereby certify that the above action of the Commissioners is a part of the formal, written record of the public meeting held on the 26th day of July 2018.

BY: 
Brandon S. Butler, County Administrator

SEAL

Dept: Public Works
Account No:

AMENDMENT #3 TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into this 26th day of July 2018 by and between **MOUNTAINVIEW LANDFILL, INC.**, a Maryland Corporation, hereinafter referred to as "Mountainview" and the **BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, hereinafter referred to as "County".

WITNESS:

WHEREAS, the County and Mountainview entered into a Leachate Waste Treatment Agreement dated August 22, 2003, and Amendment #2 to Agreement, dated February 28, 2017, concerning the handling, treatment and disposal of contact water and leachate from Mountainview Landfill in Frostburg, Maryland; and

WHEREAS, the parties wish to again amend the Agreement to extend its term.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereto, intend to be legally bound and agree as follows:

1. Appendix A – Monthly Test Parameters
 - a. Add the following additional test parameters
 1. TKN
 2. Ammonia Nitrogen
 3. Nitrate Nitrogen
 4. Nitrite Nitrogen
 5. Total Phosphorus
2. Section IX: Term of Agreement, Special Provisions, Item 19 is hereby deleted and the following language is substituted.
 19. The duration of this Agreement is until August 1, 2023.
3. That all the other terms and conditions of the Agreement dated August 22, 2003 and as previously amended, with Amendment #2 to Agreement dated February 28, 2013, shall remain in full force and effect.

WHEREFORE, the parties have executed this Agreement the day and year first above written.

WITNESS:



MOUNTAINVIEW LANDFILL, INC.



ATTEST:



Paul F. Kahl, P.E.
Director of Public Works

BOARD OF COUNTY COMMISSIONERS
OF ALLEGANY COUNTY, MARYLAND



Brandon S. Butler, Esq.
County Administrator

Appendix A.3 Transfer Station Contract

TRANSFER STATION AGREEMENT
[Western Maryland Transfer Station]

THIS TRANSFER STATION AGREEMENT (“Agreement”) is made this 19th day of November, 2020 (the “Effective Date”), by and between **Western Maryland Waste Systems, LLC**, a [limited liability company organized and existing under the laws of the State of Maryland] and a wholly-owned Waste Management subsidiary (hereafter the “Company”), and the **Board of County Commissioners of Allegany County, Maryland**, a body corporate and politic of the State of Maryland (hereafter referred to as the “County”) (Company and County each a “Party” and jointly referred to as the “Parties”).

WHEREAS, Company owns and operates a properly permitted solid waste transfer station known as the Western Maryland Transfer Station located at 13810 Hazmat Drive, Cumberland, Maryland, located within Allegany County, Maryland (the “Facility”); and

WHEREAS, County believes that the continued operation of the Facility would provide significant and demonstrable benefits to the County, its residents and businesses; and

WHEREAS, the Parties by this Agreement wish to establish certain terms and conditions by which Company will operate the Facility and the Facility will provide certain benefits to the County.

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements and conditions set forth herein, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Company and County agree as follows:

ARTICLE I
TERM

The Agreement and all benefits and obligations identified herein shall commence on the Effective Date and continue until December 31, 2035, unless otherwise noted. The Parties by written agreement may extend the Term at any time. The Parties further agree that on or before January 1, 2029, the Parties shall meet and in good faith discuss the potential to extend the Agreement beyond December 31, 2035, based upon business conditions known at that time and upon terms and conditions that must be agreed upon mutually by the Parties.

ARTICLE II
OPERATION OF THE FACILITY AND
ACCEPTANCE OF WASTE

2.1 **Operation in Compliance with Applicable Law**. Company shall operate the Facility in compliance with all applicable federal, state, and local permits, approvals, statutes, laws, rules and regulations, including but not limited to those relating to the protection of the environment. County shall not be liable for any costs, claims, penalties or fees resulting from Company’s failure to do so.

2.2 County Authority. County represents that it has the authority to enter into this Agreement and that it has obtained all necessary approvals of this Agreement under all applicable laws, regulations, ordinances, and resolutions, including any public notice or hearing procedures which may be applicable, and agrees that it will designate the Facility in its Solid Waste Plan.

2.3 Disposal Capacity. Company agrees that during the Term of this Agreement it will make available sufficient space at the Facility for the receipt, processing and disposal of all non-hazardous solid waste (hereafter "Acceptable County Waste") consisting of municipal solid waste ("MSW") and construction and demolition debris ("C&D") generated by residents and commercial and industrial establishments within Allegany County, Maryland and which can be disposed of legally at the Facility and consistent with all applicable environmental laws, regulations and permits.

2.4 Out-of-County Waste. Company may accept at the Facility MSW and C&D from outside Allegany County.

2.5 Operating Rules and Rejection of Unacceptable Waste. Company reserves the right to make, amend and enforce reasonable rules and regulations concerning operation of the Facility, including the public Convenience Center areas described in this Agreement hereafter, and any other matters necessary or desirable for the safe, efficient and legal operation of the Facility. The Facility shall have the right to reject any waste from any source that does not conform to applicable permits, approvals, laws, or regulations, or that is hazardous or toxic, even if only part of the waste load is nonconforming. In the event that the Facility detects unacceptable waste being delivered to the Facility, the person(s) or entity(ies) delivering such waste shall be solely responsible for its removal. The Facility shall have the right to refuse to accept deliveries from any person(s) or entity(ies) who knowingly or repeatedly violate the Facility permits and approvals or operating rules.

2.6 Reports. Company shall provide monthly and annual reports to the County showing the type, amount, and origin of waste (both in-County and out-of-County) received for disposal at the Facility.

2.7 County Inspection. County shall have the right to have designated employee(s) enter the Facility premises to observe the Facility's operation. Said observations shall be conducted during normal Facility business hours unless the County gives the Facility notice and good cause for an after-hours observation. County employees shall adhere to all safety guidelines implemented at the Facility, and shall not have the right to direct or otherwise interfere with the Facility's employees and operations.

2.8 Waste Management Landfills as Back-Up. In the event of a condition affecting the Facility or the ability of the County to deliver waste to, or Company to accept waste at, the Facility, or if continued acceptance of an existing waste stream would result in a violation of an environmental law, regulation, or ordinance, Company shall make arrangements to dispose of

Acceptable County Waste at other regional sites operated by Waste Management. Should the cause of the need for back-up disposal facility use be related to conditions caused by Force Majeure or the County, the cost of transportation of County waste to back-up disposal facilities shall be borne by the County; should the cause of the need for back-up disposal facility use be related to conditions caused by Company, the cost of transportation of County waste to back-up disposal facilities shall be borne by Company.

ARTICLE III **DISPOSAL FEES AND OTHER FEES**

3.1 Disposal Fee (Tipping Fee). Upon permanent closure of the Mountainview Landfill, the Disposal Fee charged per ton for solid waste delivered to the Facility shall be determined as follows:

- (a) Waste generated within the County. Upon permanent closure of the Mountainview Landfill, the Disposal Fee charged for the acceptance, processing, transportation and disposal of waste generated within Allegany County shall not exceed the following:
 - The 2020 baseline rate for the Disposal Fee as of the Effective Date of this Agreement shall be: MSW \$52.39; C&D \$64.71
 - Starting on January 1, 2021, and on January 1 of each calendar year thereafter, the baseline Disposal Fee rates described above shall be increased, but never decreased, in an amount equal to the proportionate year-over-year increase in the Consumer Price Index, All Urban Consumers, US Cities Average, calculated by comparing the most recent November CPI value with the November CPI value from 12 months prior. The CPI shall be modified to eliminate the effects of the price of diesel fuel as a percentage of the CPI because Company may include a fuel charge in addition to the Disposal Fee as discussed in this Agreement hereafter. Company will notify the County of the price increase each year and meet with the County to provide and review necessary details if the County requests such meeting(s).
- (b) Out-of-County waste. The Disposal Fee for waste generated out-of-County shall be established by Company but shall not be less than the fees for waste generated within Allegany County.

3.2 Reduced In-County Disposal Fees. In the event the Facility decides to offer a lower than posted Disposal Fee to haulers for waste generated within Allegany County, such reduced rate shall be discussed with and approved by the County prior to its implementation. Such reduced rates will only be considered for high volume haulers.

3.3 Fuel and Environmental Charges. In addition to the Disposal Fees described above, Company may apply fuel and environmental charges according to the standard fuel and

environmental charge programs developed by Company and applied uniformly to like customers.

3.4 Changes in Law. The Parties agree that any fees, charges, costs, or assessments imposed upon the collection and/or disposal of waste that result from a change in federal, state, and local law will also be added to the applicable Disposal Fees described above at the time such changes in law are implemented.

3.5 Recycling Fee. In addition to the Disposal Fees described above, Company shall collect a Recycling Fee of One Dollar and Fifty Cents (\$1.50) per ton on each ton of waste generated inside Allegany County that is delivered for disposal to the Facility. The Recycling Fee will be forwarded to the County on a monthly basis with payment for the month by the fifteenth (15th) day of the following month. The Recycling Fee shall not apply to any reduced rate or free disposal of waste tons that the Facility may, from time to time, offer to the County. With each monthly payment, Company shall provide County with a statement that demonstrates the total number of tons of waste disposed of within the Facility during the month for which the payment is being remitted.

3.6 Out-of-County Host Fee. In addition to the Disposal Fees described above, Company shall collect an Out-of-County Host Fee of One Dollar and Thirty-Five Cents (\$1.35) per ton on each ton of waste generated from sources outside Allegany County that is delivered for disposal to the Facility. The Out-of-County Host Fees will be forwarded to the County on a monthly basis with payment for the month by the fifteenth (15th) day of the following month. With each monthly payment, Company shall provide County with a statement that demonstrates the total number of out-of-county tons of waste disposed of within the Facility during the month for which the payment is being remitted.

3.7 Periodic Adjustments to Recycling Fee and Out-of-County Host Fee. The County utilizes a third-party hauler to transport for disposal at the Mountainview Landfill the acceptable waste collected at the Mountainview Landfill convenience center, and the sewage sludge generated by the North Branch and Georges Creek WWTPs. According to the most recent hauling contract (for FY 2020 through 2022), the FY22 rate for the waste hauling will be \$70.57 per haul, and the FY22 rate for sludge hauling will be \$176.43 per haul. These rates shall be considered the baseline rates for hauling.

Upon closure of the Mountainview Landfill, the rates for transportation of the waste from the Mountainview Landfill convenience center to the Facility, and for the sludge from the WWTPs to the Mostoller Landfill through February 1, 2033, will increase. When such increases occur, the Parties agree that the transportation increases will be offset by proportionate adjustments in the Recycling Fee and Out-of-County Host Fees as described herein. Such increases shall be calculated as follows: at the time of the increase, the total number of hauls from the convenience center and from the WWTPs during the trailing twelve month period shall be determined, and the total tonnage of in-County and out-of-County waste received at the Facility during the trailing twelve month period shall be determined. Based upon that data, the fees shall be adjusted. By way of example only:

- New waste rate per haul: \$200
- New sludge rate per haul: \$350
- Total Mountainview Landfill convenience center hauls trailing 12 months: 800
- Total WWTP hauls trailing 12 months: 140
- Total in-county tons trailing 12 months: 50,000 (55.56% of total)
- Total out-of-county tons trailing 12 months: 40,000 (44.44% of total)
- Projected increased waste hauling cost: $\$200.00 - \$70.57 = \$129.43 \times 800 = \$103,544$
- Projected increased sludge hauling cost: $\$350.00 - \$176.43 = \$173.57 \times 140 = \$24,300$
- Total projected transportation cost increase: $\$103,544 + \$24,300 = \$127,844$
- Total projected transportation cost increase allocated to Recycling Fee: $\$127,844 \times .5556 = \$71,030$
- Adjustment to Recycling Fee: $\$71,030/50,000 = \$1.42 + \text{existing } \$1.50 \text{ fee} = \text{New Recycling Fee of } \2.92
- Total projected transportation cost increase allocated to Out-of-County Host Fee: $\$127,844 \times .4444 = \$56,814$
- Adjustment to Out-of-County Host Fee: $\$56,814/40,000 = \$1.42 + \text{existing } \$1.35 \text{ fee} = \text{New Out-of-County Host Fee of } \2.77

The new Recycling Fee and Out-of-County Host Fee rates shall recalculated each time the hauling rate changes during the term of the waste hauling contract (ordinarily scheduled to occur on July 1 to coincide with the start of the County's new fiscal year), including any time a new contract is awarded for the hauling work, with the last hauling rates in existence at the time of the hauling rate adjustment being used as the baseline rates for the next calculation. Waste Management shall be permitted to bid for any new hauling contract to be awarded by the County.

3.8 No Unilateral Assessment of Fees. County acknowledges and agrees that during the Term of this Agreement, it shall not seek to impose, or actually impose, any new or additional fees, taxes, excises, charges or assessments of any kind, that are based upon the disposal of waste at the Facility, or based upon any activities or independent services provided by Company at the Facility, or associated with the operation of the Facility and its related infrastructure and systems.

ARTICLE IV ADDITIONAL AGREEMENTS

4.1 Sludge Disposal. Until February 1, 2033, Company shall accept for disposal free of charge at the Mostoller Landfill in Somerset, PA, up to three thousand five hundred (3,500) tons per calendar year (prorated for any partial calendar years) of acceptable waste-water treatment plant sludge from the County-owned waste water treatment plants.

4.2 Acceptance of MSW delivered from County Convenience Centers. The facility shall accept for disposal the delivery by County of roll-off boxes from the public convenience centers. The Facility will provide the County, within five (5) days after the end of each calendar month, with a summary of the total weight and volume of MSW disposal received from the

convenience centers during such month, and the County shall pay Facility for such disposal within twenty (20) days after the end of such month at the current Disposal Fee established at the Facility.

4.3 Public Access to the Transfer Station Facility.

(a) Tipping Floor. Subject to all safety rules and operational guidelines applicable to Facility customers, County residents may cross the Facility scale and deliver acceptable waste for disposal at the Facility in their own vehicles.

(b) Convenience Area. Waste Management hereby grants to the County all right and title to the four (4) roll-off containers in place at the County-operated convenience center area at the Mountainview Landfill as of the Effective Date of this Agreement. If at any time during the Term of this Agreement the public convenience center operated by the County at the Mountainview Landfill ceases to operate, the Parties agree to work in good faith to open a future convenience center area at the Facility, if requested by the County.

(c) Electronic Waste Drop-Off Area. The Facility shall designate an area to receive for disposal or recycling electronic waste items delivered by County residents. The Facility may charge residents for this disposal or recycling.

4.4 Right of First Refusal to Purchase the Facility. If at any time during the Term of this Agreement Company decides to sell the Facility to an unaffiliated third-party entity, or if Company decides to close the Facility permanently at the end of the Agreement's Term, Company hereby grants County a right of first refusal to purchase the Facility at the then-current market price as established by an independent appraiser selected by mutual agreement of the Parties. Company shall provide County no less than three hundred sixty-five (365) days' advance notice of its intention to sell the Facility or close the Facility permanently at the end of the Term so that the Parties may select an independent appraiser to establish a value for the Facility. Within ninety (90) days of the appraised value being established and provided to the Parties, County shall inform Company whether it intends to purchase the Facility at the appraised price. If County elects to purchase the Facility, the Parties shall proceed promptly to arrange for and complete the sale of the Facility to County. If County provides written notice that it elects not to exercise its purchase right, or if County fails to provide notice of its decision within the 90-day period, the right of first refusal shall be deemed waived, and Company can proceed to sell the Facility to another person or entity, or close the Facility permanently at the end of the Term.

ARTICLE V
MISCELLANEOUS

5.1 Supersede Other Agreements. This Agreement shall supersede and replace the December 18, 2008 Landfill Agreement between Mountainview Landfill, Inc. and the Board of County Commissioners of Allegany County, Maryland. This Agreement also shall supersede and replace any agreements between the County and any affiliate of Advanced Disposal Services with respect to the operation of the Facility; to the extent such previous agreements exist they

shall be deemed terminated and replaced immediately upon execution of this Agreement.

5.2 Severability. The provisions of this Agreement are severable, and if any of its provisions shall be held invalid, such decision shall not affect the validity and effectiveness of the Agreement's remaining provisions.

5.3 Modifications. No modification, release, discharge, or waiver of any provision hereof shall be of any force or effect unless in writing and signed by authorized representatives of both Parties.

5.4 Assignments. Subject to the County's right of first refusal to purchase the Facility as described elsewhere in this Agreement, this Agreement may not be assigned by either Party without the prior written consent of the other Party, which may not be unreasonably conditioned, delayed or withheld. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5.5 Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Maryland.

5.6 Notices. Notice of any defect in the performance of this Agreement on the part of either of the Parties shall be personally served, or sent by nationally-recognized overnight delivery service or certified mail, return receipt requested, addressed as follows:

Notice to Company will be addressed to:
Western Maryland Transfer Station
13810 Hazmat Drive
Cumberland, MD 21502
Attention District Manager

With copy to:
Waste Management Legal Department
Attention: General Counsel
100 Brandywine Boulevard, Suite 300
Newtown, PA 18940

Notice to County will be addressed to:
Board of County Commissioners of Allegany County
County Office Complex
701 Kelly Road, Suite 407
Cumberland, MD 21502

With copies to:
Director of Public Works
Allegany County, MD
701 Kelly Road, Suite 300
Cumberland, MD 21502

-and-

Attorney
Allegany County, MD
County Office Complex
701 Kelly Road
Cumberland, Maryland 21502

5.7 Authorized Signatures. As evidenced by the signatures of the authorized representatives set forth below, the Parties represent and acknowledge that the terms of this Agreement have been reviewed by the necessary corporate and public officers, directors and members, and thereafter approved by County at a public meeting duly convened upon proper notice, and that this Agreement therefore is an enforceable obligation binding upon County and Company.

5.8 No Third-Party Beneficiaries. The Parties do not intend to create any third-party beneficiary rights by or in this Agreement, and they do not intend to invest rights, duties, remedies or obligations in any person or entity unless expressly stated herein.

5.9 General Cooperation. The parties agree to cooperate with one another and provide each other reasonable assistance with regard to all necessary permitting, regulatory, and other approvals and compliance matters, including those from the Maryland Department of the Environment necessary to implement the provisions of this Agreement.

5.10 Force Majeure. The term “Force Majeure Event” shall mean any act or event, whether foreseen or unforeseen, occurring after execution of the Agreement, that is beyond the reasonable control and not the fault of the non-performing Party, that prevents a Party, in whole or in material part, from performing its obligations under the Agreement. Force Majeure Events that satisfy the foregoing requirements may include, but shall not be limited to, unusually severe weather events, floods, fires, earthquakes, volcanic eruptions, landslides, strikes and labor actions, epidemics and pandemics and related emergencies declared by federal and state authorities, changes in applicable local, state or federal laws, rules and regulations, acts of terrorism or the public enemy, acts of war, or other occurrences that cause a temporary or permanent halt to Facility operations. If a Force Majeure Event occurs, the non-performing Party is excused from performing those obligations of the Agreement that are actually prevented by the Force Majeure Event. The non-performing Party shall provide prompt notice to the other Party of the occurrence of the Force Majeure Event. When the non-performing Party is able to resume performance of its obligations under the Agreement, it shall provide prompt notice to that effect to the other Party, and resume performance of its obligations after the notice is provided.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have signed this Transfer Station Agreement by officers duly authorized, as of the date and year first written above.

**BOARD OF COUNTY COMMISSIONERS
OF ALLEGANY COUNTY, MARYLAND**

ATTEST:

Paul Kahl

Paul F. Kahl

By:

Jacob Shade

Title: President

Jacob Shade

**WESTERN MARYLAND WASTE
SYSTEMS, LLC**

ATTEST:

Mike Mazer

By:

Michael Mazer

Title: VP ASST SECRETARY

Appendix A.4 Recycling Contract

**AGREEMENT BETWEEN THE
BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY
AND PENN-MAR RECYCLING FOR RECOVERY, PROCESSING,
REPORTING AND MARKETING RECYCLABLE MATERIALS**

THIS AGREEMENT, made this 30th day of April 2015 by and between the Board of County Commissioners of Allegany County, (hereinafter "the County") and Penn-Mar Recycling, LLC, (hereinafter "the Recycler").

1. WHEREAS: The County operates a State-mandated recycling program and on January 9, 2001, issued a Request for Proposal, (hereinafter "RFP"), a copy of which is attached to this Agreement as Exhibit A, for firms to provide recovery, processing, reporting and marketing of recyclable materials collected in Allegany County; and

2. WHEREAS: The Recycler, who were originally known as the independent firms of Miller Quality Recycling and Howell Trucking, Inc. (in 2003, Miller's Quality Recycling purchased Howell Trucking Inc.'s interest and became the sole owner of Penn-Mar Recycling, LLC), responded to the RFP with a February 8, 2001 Proposal, (hereinafter "Proposal"), a copy which is attached to this Agreement as Exhibit B; and

3. WHEREAS: The County and Recycler further defined their understanding of the RFP and Proposal and entered into an Agreement dated June 22, 2001, and in a subsequent agreements dated February 5, 2004, May 10, 2007, January 14, 2010 and July 2014; and

4. WHEREAS: The Recycler entered into a Lease/Purchase agreement with the Board of County Commissioners of Allegany County on October 6th, 2011 to lease real property known as Building 24 and 25 Riverside Industrial Park at 975 Kelly Road, Cumberland, Maryland and has moved their operations from the former Recycling Building (201 Riverside Avenue, Cumberland, MD) to the aforementioned property; and

5. WHEREAS: The parties wish to extend their relationship by entering into a fifth agreement for the Recycler to provide recovery, processing, reporting and marketing of recyclable materials subject to the terms and limitations set forth in this Agreement; and

6. WHEREAS: The Recycler provided notice of his desire to extend the current agreement for up to six (6) additional years (July 1, 2015 to June 30, 2021) to approximately correspond with the terms of his Lease/Purchase Agreement with the County.

NOW THEREFORE, and in consideration of the mutual covenants herein contained be it agreed by and between the parties as follows:

1. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to define the duties and the responsibilities of the County and the Recycler relative to the recovery, processing, reporting and marketing of recyclable materials collected in Allegany County and the allocation of costs associated with same.

This Agreement shall supersede and replace the May 10, 2007 Agreement between the parties.

2. DEFINITIONS

The following items shall have meaning hereafter set forth for the purpose of this Agreement:

- A. Contaminated Materials - dissimilar materials or trash which have been collected along with recyclable materials which must be removed and disposed of as trash.
- B. County Baler - the existing vertical baler owned by the County and located in the Recycling Building.
- C. Plastic - #1 PET or #2 HPDE plastic bottles & jugs which are collected for recycling.
- D. Drop Boxes - the compartmentized metal containers which the County leases or owns and are used to collect recyclable materials throughout Allegany County and deliver said materials to the Recycling Building.
- E. Electronics - Electronic devices including but not limited to: Televisions, Computers, Computer Monitors, Computer Peripherals, Printers, Radios, VCR/DVD Players, Phones, Cellular Phones, Fluorescent light bulbs (tube and CFL type), and batteries.

- F. Magazines - miscellaneous forms and sizes of glossy paged magazines which are collected for recycling purposes.
- G. Marketing - the process whereby the Recycler seeks out, contracts with and delivers for a price or payment, processed recyclable materials to licensed, end user firms for reuse.
- H. Mixed Cans - aluminum and bi-metal cans which are collected separately or jointly for recycling purposes.
- I. OCC/paperboard - old cardboard containers and paperboard which is collected for recycling purposes.
- J. ONP - standard newsprint and newspaper inserts which are collected for recycling and processed into ONP Grade No. 8 for marketing purposes.
- K. Office Paper - loose or shredded bond, writing, or computer paper; envelopes; folders and drawings which are collected for recycling purposes.
- L. Processing - the acts of sorting, baling, compacting or otherwise transforming the accumulated recyclable materials into a marketable form.
- M. Recovery - the acceptance and storage of recyclable materials delivered to the Recycler either by the County, its contractors or general public.
- N. Recyclable Materials - ONP, OCC/paperboard, mixed cans, separated glass, white goods, office paper, magazines, telephone books, and #1 & #2 plastic bottles and jugs as defined herein as well as any future recyclable materials the County and Recycler may agree to make part of this Agreement.
- O. Recycler - Penn-Mar Recycling, LLC, owned by Kimberly S. and Steven D. Miller with a business address of 975 Kelly Road, Cumberland, Maryland.
- P. Recycling Building - Building 24 and 25 Riverside Industrial Park, 975 Kelly Road, Cumberland, MD.
- Q. Reporting - formal written monthly reports supplied by the Recycler to the County showing an individual breakdown of the tonnage of each type of recyclable

material processed, the compensation to be received from the end user for each and the compensation due to the County from the Recycler or vice versa.

- R. Separated Glass - clear, brown and/or green glass which is collected in separate bin containers for recycling purposes.
- S. Telephone Books - standard printed telephone books which are collected for recycling purposes.
- T. White Goods - household appliances (such as stoves, refrigerators, air conditioners, dryers, washers, dehumidifiers, etc.) which are collected for recycling purposes.
- U. School Office Paper - loose or shredded bond, writing, or computer paper; envelopes; folders and drawings which are collected for recycling purposes from Allegany County schools.

3. DUTIES AND RESPONSIBILITIES OF THE COUNTY

The County agrees to accept and comply with the following duties and responsibilities:

- A. Permit the Recycler to use, operate and maintain the County Baler.
- B. Arrange and pay for the delivery of drop boxes to the Recycling Building.
- C. Provide payment of all funds due to the Recycler for each month within thirty (30) days of receiving the recycling report for that month.

4. DUTIES AND RESPONSIBILITIES OF THE RECYCLER

The Recycler agrees to accept and comply with the following duties and responsibilities:

- A. Provide all labor, materials and equipment necessary for the recovery, processing, marketing and reporting of recyclable materials as set forth in the RFP, Proposal and Correspondence, and as previously defined and described. Specifically, those recyclable materials covered under this Agreement include:

(1) ONP	(6) Office Paper
(2) OCC/paperboard	(7) Magazines
(3) Mixed Cans	(8) Electronics
(4) #1 & #2 Plastic Bottles and Jugs	
(5) White Goods	

B. Operate and maintain the Recycling Building and associated site in a manner which is pest free, neat, clean, sanitary and generally not considered to create a nuisance by the County, neighboring businesses or general public.

C. Establish and post regular operating hours, subject to County approval, for:

- (1) public access to the Recycling Building for drop-off of recyclable materials (not less than 40 hours per week).
- (2) special times to purchase aluminum cans.
- (3) other special collections which may be implemented.

County approval will not be unreasonably denied.

D. Provide the following insurance coverage on the Recycling Building and contents and Recycler's employees with copies of same provided to the County:

- (1) liability insurance for damage claims through public use of, or arising out of accidents occurring in or around the Recycling Building of:
 - (a) a minimum of One Million Dollars (\$1,000,000) for bodily injury each occurrence and aggregate, and
 - (b) a minimum of Three Hundred Thousand Dollars (\$300,000) for property damage, each occurrence and aggregate
- (2) Workers Compensation coverage as required by law.

E. Operate the Recycling Building and associated facilities in accordance with all Federal, State and local laws and regulations which may pertain to the fulfillment of the terms of the Agreement and in a manner which does not detrimentally affect the

operation of other activities in the Riverside Industrial Park.

- F. Apply for and/or pay all applicable permits, taxes, license or other fees associated with fulfillment of the terms of this Agreement.
- G. Maintain the County Baler as long as it is used by the Recycler.
- H. Dispose of up to six cubic yards per week of Contaminated Materials at no cost to the County.
- I. Provide on-site personnel during periods when the Recycling Building is open to the public. Insure the Recycling Building is locked and secured during non-operating hours.
- J. Allow reasonable and timely access to the Recycling Building for the County, its employees, its contractors and the public for delivery and off-loading of recyclable materials.
- K. Provide to the County, complete, thorough and timely, monthly recycling reports of recyclables processed and funds due either the County or the Recycler within thirty (30) days of the end of each month.
- L. Provide payment of all funds due the County for each month within thirty (30) days of the end of that month.
- M. The recycler shall provide a roll-off style container for the collection of residential white goods from Allegany County residents. All costs associated with processing of white goods including but not limited to provision of a suitable container, removal of refrigerants or hazardous materials in accordance with applicable regulations (e.g. 40 CFR part 82, Subpart F), labor to load the container, and hauling shall be at the recycler's expense. White goods shall not be stored on the site outside of the container for longer than two business days.
- N. The recycler may charge fees for the handling, collection and disposal of electronics. Electronics shall be transported to and processed by an appropriately permitted and certified Electronics Recycler. The Electronics Recycler utilized by the

Recycler shall be subject to the approval of the County. Approval of Electronics Recycler shall not be unreasonably withheld by the County.

5. PAYMENTS BY THE COUNTY TO THE RECYCLER

A. The County shall compensate the Recycler the difference between a processing fee of \$54.00 per ton for FY 2016 and any lesser price the Recycler shall receive by marketing of the following recyclable materials:

- (1) ONP (No. 8 Grade)
- (2) Mixed Cans
- (3) #1 & #2 Plastic Bottles and Jugs
- (4) School Office Paper Collection

B. Compensation for future years shall be negotiated between the parties on an annual basis to reflect market cost fluctuation.

6. PAYMENTS BY THE RECYCLER TO THE COUNTY

A. The Recycler shall compensate the County at a rate of one-half (50%) of the price received in excess of the basic processing fee of \$54.00 per ton for FY 2016 the Recycler shall receive by marketing the following recyclable materials:

- (1) ONP (No. 8 Grade)
- (2) Mixed Cans
- (3) #1 & #2 Plastic Bottles and Jugs
- (4) School Office Paper Collection
- (5) OCC/paperboard delivered to the Penn-Mar Recycling Center by County staff including the Department of Public Works and the Allegany County Board of Education.

B. Compensation for future years shall be negotiated between the parties on an annual basis to reflect market cost fluctuation.

7. OTHER COSTS AND PAYMENTS

A. The County shall neither pay nor be compensated for the recovery, processing, reporting or marketing of the following recyclable materials:

- (1) OCC/paperboard delivered to the Penn Mar Recycling Center by the public
- (2) Separated Glass
- (3) Office Paper
- (4) Magazines
- (5) Telephone Books
- (6) White Goods
- (7) Electronics

B. The Recycler agrees that should the volume of any recyclable materials increase significantly, thereby lowering the basic per ton processing fees stated previously for that recyclable material, the Recycler will lower the basic processing fee to the County for that recyclable material.

C. The Recycler agrees to consider the addition of other recyclable materials and services to this Agreement at the request of the County. Should such other recyclable materials be added to this Agreement in the future, the parties agree to negotiate a basic processing fee on which payments to the County and/or Recycler will be computed. Possible additions currently under consideration are hauling glass to a recycler and fluorescent bulb recycling.

D. The Recycler shall pay for other utility services (e.g. water, sewer, gas, electric) which may be installed in the Recycling Building for the benefit of the Recycler during the term of this Agreement.

8. TERM

- A. This Agreement shall become effective on July 1, 2015 and extend through June 30, 2016. The Agreement shall be renewable on a year-to-year basis if agreed upon by the parties.
- B. The Recycler must submit a written request to extend this Agreement to the County no later than December 31 of the year preceding the start of the next fiscal year.
- C. Upon receipt of request to extend the Agreement, the County shall negotiate with the Recycler and indicate whether it is willing to extend the Agreement by March 1 of the succeeding year. Extension of the Agreement shall not be unreasonably denied.

D. This Agreement shall not extend beyond June 30, 2021.

9. DEFAULT/PENALTIES

Should the Recycler default on any of the terms of this Agreement, it shall be subject to payment of the following penalties to the County:

- A. Reimbursement of the cost of all labor, equipment, materials or services incurred by the County in excess of those which the County would have normally expected to incur under the terms of this Agreement for recovery, processing, reporting and marketing of recyclable materials for a period until: (1) the default is remedied; (2) six (6) months from the date of default; or (3) the County secures an Agreement with another recycler, whichever is less.
- B. A late payment penalty of one percent (1%) per month shall be assessed and paid by the Recycler to the County for all payments which are more than thirty (30) days overdue from the end of the month for which the payment is based.
- C. Should the Recycler fail to keep the Recycling Building and associated site in neat, clean and non-nuisance manner as set forth in Section 4B of this Agreement, the County shall have the right, after written notice to the Recycler, to have the area exterminated, cleaned and/or sanitized with the cost of same being deducted from any funds due the Recycler.

10. FORCE MAJEURE

Neither party shall be considered to be in default with respect to any obligations under this contract by reason of uncontrollable forces. The term "uncontrollable forces" being deemed, for the purposes of this contract, to mean any cause beyond the control of the party affected, including but not limited to flood, earthquake, storm lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by a court of public authority, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

11. MISCELLANEOUS

- A. It is recognized that this Agreement involves the handling of used materials and that appropriate precautions will be taken to protect workers, visitors, area homes and businesses and the environment. Both parties agree to promptly notify each other in the event they encounter problems or difficulties affecting its performance under the terms of this Agreement. Each party also agrees to take appropriate action to resolve such problems as quickly and as reasonably as possible.
- B. Each party will provide all licenses, easements and rights-of-way reasonably necessary to implement the purposes of this Agreement.
- C. Each party will provide all reasonable cooperation and execute all documents as may be reasonably required and use all reasonable diligence to fully consummate and carry out the purposes of this Agreement.
- D. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland.
- E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided, however, that neither party will assign this Agreement without the prior written consent of the opposite party.
- F. Official notices or communications pursuant to this Agreement shall be sent to the respective parties by first class mail at the following address:

County Commissioners of Allegany County
701 Kelly Road
Cumberland, Maryland 21502
Attn: County Administrator

Penn-Mar Recycling, LLC
Attn: Kim and Steve Miller
167 Warmuth Lane
Bedford, PA 15522

In addition, each party designates the following person as its representative for the purposes of coordination and communications pursuant to this Agreement. Copies of all notices pursuant to this Agreement shall also be sent to the designated representatives at the following addresses:

For County Commissioners of Allegany County
Recycling Coordinator
Allegany County Department of Public Works
County Office Complex
701 Kelly Road
Cumberland, Maryland 21502

For Penn-Mar Recycling, LLC
Mr. Steven Miller
167 Warmuth Lane
Bedford, PA 15522

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representatives hereunder duly authorized, all of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF ALLEGANY COUNTY

Paul Hale

WITNESS

William R. Valentine
William R. Valentine, PRESIDENT

Creade V. Brodie

Creade V. Brodie, COMMISSIONER

Jacob C. Shade
Jacob C. Shade, COMMISSIONER

PENN-MAR RECYCLING, LLC

Susan M. Harr
WITNESS

Kimberly S. Miller
KIMBERLY S. MILLER

Susan M. Harr
WITNESS

Steven D. Miller
STEVEN D. MILLER



ALLEGANY COUNTY DEPARTMENT OF PUBLIC WORKS

701 Kelly Road, Suite 300

Cumberland, MD 21502

301-777-5933 FAX 301-777-2001

www.gov.allconet.org

David A. Eberly

County Administrator

Paul F. Kahl, P.E.

Director of Public Works

Adam Patterson, P.E.

County Engineer

BOARD OF COUNTY COMMISSIONERS

Jacob C. Shade, President

Creade V. Brodie, Jr.

William R. Valentine

February 17, 2016

Steven D. Miller
Penn-Mar Recycling, LLC
167 Warmuth Lane
Bedford, PA 15522

Re: Extend Recycling Contract July 1, 2016- June 30, 2017

Dear Kimberly and Steven Miller:

In reference to the Agreement between the BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY AND PENN-MAR RECYCLING FOR RECOVERY, PROCESSING, REPORTING, AND MARKING RECYCLABLE MATERIALS dated April 30, 2015, the term which is due to expire June 30, 2016.

As per page eight, Penn-Mar Recycling LLC requested to extend the contract for another year from July 1, 2016 through June 30, 2017, in a letter dated January 19, 2016.

Allegany County accepts to extend the Agreement under its current terms and processing fee. We appreciate the extension ensuring no disruption to this service.

If you have any questions, please do not hesitate to contact me.

Regards,

Siera Wigfield
Planner
Allegany County

Cc: David Eberly, County Administrator
Paul Kahl, Director of Public Works
Steve Young



ALLEGANY COUNTY DEPARTMENT OF PUBLIC WORKS

BOARD OF COUNTY COMMISSIONERS
Jacob C. Shadé, President
Creade V. Brodie, Jr.
William R. Valentine

701 Kelly Road, Suite 300
Cumberland, MD 21502
301-777-5933 FAX 301-777-2001
www.gov.allconet.org

David A. Eberly
County Administrator
Paul F. Kahl, P.E.
Director of Public Works
Adam Patterson, P.E.
County Engineer

February 24, 2017

Steven D. Miller
Penn-Mar Recycling, LLC
167 Warmuth Lane
Bedford, PA 15522

Re: Extend Recycling Contract July 1, 2017- June 30, 2018

Dear Kimberly and Steven Miller:

In reference to the Agreement between the BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY AND PENN-MAR RECYCLING FOR RECOVERY, PROCESSING, REPORTING, AND MARKING RECYCLABLE MATERIALS dated April 30, 2015, the term which is due to expire June 30, 2017.

As per page eight, Penn-Mar Recycling LLC requested to extend the contract for another year from July 1, 2017 through June 30, 2018, in a letter dated December 30, 2016.

On February 3, 2017 Penn-Mar and Allegany County Public Works staff met to negotiate the processing fee increase. And on February 23, 2017 the Board of County Commissioners of Allegany County Approved to extend the contract for the period July 1, 2017 through June 30, 2018, increasing the processing fee from \$54.00/ton to \$58.00/ton.

Allegany County accepts to extend the Agreement under its current terms and increased processing fee. We appreciate the extension ensuring no disruption to this service.

If you have any questions, please do not hesitate to contact me.

Regards,

A handwritten signature in green ink that reads "Siera Wigfield".

Siera Wigfield
Planner
Allegany County

Cc: David Eberly, County Administrator
Paul Kahl, Director of Public Works
Steve Young



ALLEGANY COUNTY DEPARTMENT OF PUBLIC WORKS

701 Kelly Road, Suite 300

Cumberland, MD 21502

301-777-5933 FAX 301-777-2001

www.gov.allconet.org

David A. Eberly

County Administrator

Paul F. Kahl, P.E.

Director of Public Works

Adam Patterson, P.E.

County Engineer

BOARD OF COUNTY COMMISSIONERS

Jacob C. Shade, President

Creade V. Brodie, Jr.

William R. Valentine

January 5, 2018

Steven D. Miller
Penn-Mar Recycling, LLC
167 Warmuth Lane
Bedford, PA 15522

Re: Extend Recycling Contract July 1, 2018- June 30, 2019

Dear Kimberly and Steven Miller:

In reference to the Agreement between the BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY AND PENN-MAR RECYCLING FOR RECOVERY, PROCESSING, REPORTING, AND MARKING RECYCLABLE MATERIALS dated April 30, 2015, the term which is due to expire June 30, 2017.

As per page eight, Penn-Mar Recycling LLC requested to extend the contract for another year from July 1, 2018 through June 30, 2019, in a letter dated November 13, 2017.

On January 4, 2018 the Board of County Commissioners of Allegany County Approved to extend the contract for the period July 1, 2018 through June 30, 2019.

Allegany County accepts to extend the Agreement under its current terms. We appreciate the extension ensuring no disruption to this service.

If you have any questions, please do not hesitate to contact me.

Regards,

Siera Wigfield
Planner
Allegany County

Cc: David Eberly, County Administrator
Paul Kahl, Director of Public Works
Steve Young



ALLEGANY COUNTY DEPARTMENT OF PUBLIC WORKS

BOARD OF COUNTY COMMISSIONERS

Jacob C. Shade, President
Creade V. Brodie, Jr.
William R. Valentine

701 Kelly Road, Suite 300
Cumberland, MD 21502
301-777-5933 FAX 301-777-2001
www.gov.allconet.org

Brandon S. Butler
County Administrator
Paul F. Kahl, P.E.
Director of Public Works
Adam Patterson, P.E.
Deputy Director

November 30, 2018

Steven D. Miller
Penn-Mar Recycling, LLC
167 Warmuth Lane
Bedford, PA 15522

Re: Extend Recycling Contract July 1, 2019- June 30, 2020

Dear Kimberly and Steven Miller:

In reference to the Agreement between the BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY AND PENN-MAR RECYCLING FOR RECOVERY, PROCESSING, REPORTING, AND MARKING RECYCLABLE MATERIALS dated April 30, 2015, the term which is due to expire June 30, 2019.

As per page eight, Penn-Mar Recycling LLC requested to extend the contract for another year from July 1, 2019 through June 30, 2020, in a letter dated November 19, 2018.

On November 29, 2018 the Board of County Commissioners of Allegany County Approved to extend the contract for the period July 1, 2019 through June 30, 2020.

Allegany County accepts to extend the Agreement under its current terms. We appreciate the extension ensuring no disruption to this service.

If you have any questions, please do not hesitate to contact me.

Regards,

A handwritten signature in green ink that reads "Siera Wigfield".

Siera Wigfield
Planner
Allegany County

Cc: David Eberly, County Administrator
Paul Kahl, Director of Public Works
Steve Young



ALLEGANY COUNTY DEPARTMENT OF PUBLIC WORKS

BOARD OF COUNTY COMMISSIONERS
Jacob C. Shade, President
Creade V. Brodie, Jr.
David J. Caporale

701 Kelly Road, Suite 300
Cumberland, MD 21502
301-777-5933 FAX 301-777-2001
alleganygov.org

Brandon S. Butler
County Administrator
Paul F. Kahl, P.E.
Director of Public Works
Adam Patterson, P.E.
Deputy Director

January 22, 2020

Steven D. Miller
Penn-Mar Recycling, LLC
167 Warmuth Lane
Bedford, PA 15522

Re: Extend Recycling Contract July 1, 2020- June 30, 2021

Dear Kimberly and Steven Miller:

In reference to the Agreement between the BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY AND PENN-MAR RECYCLING FOR RECOVERY, PROCESSING, REPORTING, AND MARKING RECYCLABLE MATERIALS dated April 30, 2015, the term which is due to expire June 30, 2020.

As per page eight, Penn-Mar Recycling LLC requested to extend the contract for another year from July 1, 2020 through June 30, 2021, in a letter dated December 30, 2019.

On January 16, 2020 the Board of County Commissioners of Allegany County Approved to extend the contract for the period July 1, 2020 through June 30, 2021.

Allegany County accepts to extend the Agreement under its current terms. We appreciate the extension ensuring no disruption to this service.

If you have any questions, please do not hesitate to contact me.

Regards,

A handwritten signature in blue ink that reads "Siera Wigfield".

Siera Wigfield
Planner
Allegany County

Cc: Brandon Butler, County Administrator
Paul Kahl, Director of Public Works
Steve Young

Appendix B Laws and Regulations on Solid Waste

Appendix B.1 Summary of Federal Statutes

The following information was adapted from the Carroll County, Maryland Solid Waste Management Plan. The use of this material is both acknowledged and appreciated.

Summary of Federal Statutes affecting Solid Waste Management (General)

Resource Conservation and Recovery Act (RCRA):

A primary objective of RCRA is promotion of recycling and reuse of recoverable materials. RCRA also provides guidelines for environmentally sound handling and disposal of both hazardous and nonhazardous solid waste. Subtitle D of RCRA specifies criteria for Municipal Solid Waste landfills.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or Superfund:

CERCLA establishes programs for the identification and remediation of waste disposal sites containing hazardous substances; establishes standards for clean-up efforts and disposal of wastes and provides a mechanism for assigning liability for contaminated sites.

Clean Water Act (CWA):

Section 402 of the CWA establishes the National Pollutant Discharge Elimination System (NPDES) program which regulates effluent limitations for the discharge of wastewater and runoff from solid waste management facilities into bodies of water. The construction of facilities which may impact waters of the United States is regulated by Section 404 which is administered by the US Army Corps of Engineers. Section 405 addresses the disposal of wastewater treatment sludge.

Clean Air Act (CAA):

The CAA regulates emissions from landfill gas management systems and combustion facilities. Landfill operators must comply with the requirements of the state implementation plan established under section 110.

Safe Drinking Water Act (SDWA):

The SDWA establishes maximum contaminant levels (MCLs) for parameters included in groundwater monitoring programs.

Federal Emergency Management Act:

The Federal Emergency Management Act prohibits the siting of solid waste facilities within the 100-year floodplain.

Endangered Species Act (ESA):

The ESA prohibits construction or operation of facilities that would result in the "taking" of an endangered or threatened wildlife species, or in the destruction of their critical habitat.

Appendix B.2 Summary of Federal Regulations

Summary of applicable Federal Regulations (CFR, Title 40, Chapter I, Subchapter I)

Part 258: Criteria for Municipal Solid Waste Landfills (Subtitle D Regulations)

Establishes minimum national criteria for the design and operation of municipal solid waste landfills. Includes location restrictions, operating criteria, design criteria, groundwater monitoring and corrective action, closure and post-closure care, and financial assurance criteria. Design standards apply only to new landfills and lateral expansions of existing facilities.

Part 260: Hazardous Waste Management System – General

Provides definitions of terms and a general overview of parts 260 through 265.

Part 261: Identification and Listing of Hazardous Waste

Provides identification of those materials which are subject to regulation as hazardous wastes under Parts 270, 271, and 124.

Part 262: Standards Applicable to Generators of Hazardous Waste

Establishes standards for generators of hazardous wastes including EPA identification numbers, manifest, pre-transportation requirements, record-keeping, and reporting.

Part 263: Standards Applicable to Transporters of Hazardous Waste

Establishes regulations for transporters of materials requiring a manifest as defined in Part 262.

Part 264: Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities

Establishes minimum national standards for the management of hazardous waste.

Part 265: Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities.

Establishes minimum national standards that define the management of hazardous waste during the period of interim status and until the certification of post-closure or closure of the facility.

Part 266: Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities

Establishes minimum national standards for the recyclable materials used in a manner constituting disposal, hazardous waste burned for energy recovery, used oil burned for energy recovery, recyclable material used for precious metal recovery and spent batteries being reclaimed.

Part 268: Land Disposal Restrictions

Identifies a schedule to evaluate listed wastes for prohibition of land disposal and establishment of treatment standards for these wastes.

Part 270: EPA Administered Permit Programs: The Hazardous Waste Permit Program

Application requirements, standard permit conditions, monitoring, and reporting requirements for EPA permitting for the treatment, storage, and disposal of hazardous waste.

Part 271: Requirements for Authorization of State Hazardous Waste Programs

Identifies the requirement that state programs must meet to fulfill interim and final authorization as well as the procedures EPA uses to approve, revise and withdraw approval of state programs.

Part 272: Approved State Hazardous Waste Programs

Establishes the applicable state hazardous waste management programs.

APPENDIX B.3 SUMMARY OF MARYLAND TITLES OF STATUTES

SUMMARY OF MARYLAND LAWS AFFECTING SOLID WASTE MANAGEMENT

- Maryland State Implementation Plan (SIP): Limits emissions from specific pollutant sources to prevent air quality from falling below National Ambient Air Quality Standards (NAAQS).
- Non-tidal Wetland Regulations: Prevents net loss of non-tidal wetlands by establishing a stringent permitting process.
- Chesapeake Bay Critical Area Protection Program (1984): Controls human intervention in the Bay area.
- Maryland Recycling Act (1988): Establishes a requirement for Maryland counties to plan and implement a recycling system by 1994 to reduce a county's waste stream by 15%, or 20%, based upon that county's population.
- Asbestos Control - Asbestos Hazard Emergency Response Act (1990): Deals with asbestos controls and requires completion of a teaming program by those who do asbestos related work within schools.
- Land Clearing Debris Landfills - Amount of Security (1990): Addresses the amount of security required for each acre of land clearing debris landfills.
- Newsprint Recycled Content Act (1991): Regulates newsprint recycling by imposing specified recycling content percentage requirements on the Maryland newspaper industry.
- Telephone Directory Recycling Act (1991): Regulates telephone directory publishers to meet specified recycling content percentage requirements for telephone directories.
- Plastic Material Code (1991): Rigid plastic containers or bottles may not be distributed for sale in the state unless appropriately labeled indicating the plastic resin used to produce them.
- Natural Wood Waste Recycling Facilities (1991): Wood waste recycling facilities must be appropriately permitted and operated, and may accept only NWW.
- Scrap Tire Recycling Act (1991): Regulates the storage of scrap tires, including prohibition against landfill disposal or scrap tires after January 1, 1994.
- Composting Act (1992): Includes composting in the definition of recycling. Requires that county recycling plans address composting issues, and bans yard waste from landfills effective in 1994.
- Mercury Oxide Battery Act (1992): Makes battery manufacturers responsible for collection, transportation, and recycling or disposal of batteries sold or offered for promotional purposes in the state.
- Statewide Computer Recycling Pilot Program (2005): Act establishing statewide Computer Recycling pilot program and computer manufacturer registration fee.
- Sale of Mercury Containing Thermostats (2008): Prohibits sale of mercury containing thermostats by October 2007.
- Maryland Greenhouse Gas Reduction Act (2009): Required the Greenhouse Gas Reduction Plan to have a positive impact on job creation and economic growth in Maryland. The Plan was required to reduce greenhouse gases by 25% by year 2020.
- Public School Plans (2009): An Act requiring a county recycling plan to address the strategy for the collection, processing, marketing, and disposition of recyclable materials from county public schools.
- Fluorescent and Compact Fluorescent Light Recycling (2010): An Act requiring a county recycling plan to address the strategy for the collection and recycling of fluorescent and compact fluorescent lights that contain mercury.
- Recycling – Apartment Buildings and Condominiums (2012): An Act requiring a county recycling plan to address the collection and recycling of recyclable materials from residents of apartments and condominiums that contain 10 or more dwelling units by property owners or managers of apartment buildings and councils of unit owners of condominiums. Also, if applicable, a method for implementing a reporting requirement for recyclable materials generated at apartment buildings and condominiums that contain 10 or more dwelling units.
- Recycling Rate and Waste Diversion-Statewide Goals Act (2012): Requires counties to reduce its solid waste stream through recycling by at least 35% (populations over 150,000) or 20% (population under 150,000), by December 31, 2015.
- Environment – Recycling – Special Events (2014): An Act requiring a county recycling plan to address the collection and recycling of recyclable materials from special events by October 1, 2015.

- Office Building Recycling Plan (2019): An Act requiring the collection of recyclable materials from office buildings that have 150,000 square feet or greater of office space and requiring owners of the office buildings to provide recycling receptacles by October 1, 2021.
- Recycling Rates and Waste Diversion – Statewide Voluntary Goals (2020): The State of Maryland implemented a voluntary waste diversion goal of 60% and a voluntary recycling rate of 55% by 2020.
- Sewage Sludge Application: Land application procedures are strictly regulated to maintain the public health.
- Medical Waste Legislation: Regulates identification, record-keeping, treatment, transport, and disposal of special medical wastes; infectious wastes are prohibited in solid waste landfills in the state.

ANNOTATED CODE OF MARYLAND

- Title 2 - Ambient Air Quality Controls
- Title 5 - Water Management
- Title 6 - Toxic, Carcinogenic, and Flammable Substances
- Title 7 - Hazardous Materials and Hazardous Substances
- Under Title 9 - Water, Ice and Sanitary Facilities; MDE regulates the location, design, and operation of sanitary landfills through refuse disposal permits issued and enforced under authority of the following subtitles and sections of the Environment Article:
 - Subtitle 5 County Water and Sewerage Plans
 - Subtitle 17 Office of Recycling
 - Section 204 Installing, Altering, or Extending Water Supply Systems, Sewerage Systems, or Refuse Disposal Systems
 - Section 204.1 Installing, Altering, or Extending Incinerators
 - Section 204.2 Installing, Altering, or Extending Landfill Systems
 - Section 209 Landfill System Hearings
 - Section 210 Prerequisites for Issuance of Permit
 - Section 211 Landfills, Incinerators, and Transfer Stations; Requirements for Security
 - Section 212 Landfill Systems - Options to Purchase
 - Section 212.1 Denial of Permit to Non-government Person
 - Section 213 Term of Permit (5 years)
 - Section 214 Revoking or Refusal to Renew a Permit
 - Section 215 Closure and Cover when Operation Ends
 - Section 225 Landfills near Hospital Prohibited (1/2-mile radius)
 - Section 226 Certification of Public Necessity Required for Hazardous Waste Landfill System
 - Section 227 Infectious Waste in Landfill System Prohibited

Appendix B.4 Summary of Maryland Regulations

COMAR REGULATIONS

- Under Title 08 (Department of Natural Resources), the following sections must be considered in the siting of solid waste management facilities:
 - Subtitle 3, Chapter 8, Threatened and Endangered Species
 - Subtitle 9, Chapters 1-6, Forest Conservation
- Title 26, Subtitle 3, Water Supply, Sewerage, Solid Waste, and Pollution Control Planning and Funding, Chapter 3, Development of County Comprehensive Solid Waste Management Plans: Requires that each county maintain a current solid waste management plan and establishes the format for these plans.
- Title 26, Subtitle 3, Chapter 10, Financial Assistance for the Constructing of Solid Waste Processing and Disposal Facilities: Stipulates the requirements, priority listing criteria, and ranking system for counties to receive financial assistance from the state.
- Title 26, Subtitle 4, Regulation of Water Supply, Sewage Disposal and, Solid Waste, Chapter 7 Solid Waste Management: Regulations for permitting, designing, construction, operating and closing municipal, land clearing debris, rubble, and industrial waste landfills, processing facilities, transfer stations, and incinerators. Other regulations under Title 26 that are important to solid waste management include:
 - Subtitle 4, Chapter 6, Sewage Sludge Management
 - Subtitle 4, Chapter 8, Scrap Tire Regulations
 - Subtitle 4, Chapter 9, Natural Wood Waste Recycling Facilities
 - Subtitle 8, Water Pollution
 - Subtitle 9, Chapter 1, Erosion and Sediment Control
 - Subtitle 9, Chapter 2, Stormwater Management
 - Subtitle 11, Air Quality
 - Subtitle 13, Disposal of Controlled Hazardous Substances
- Title 26, Subtitle 5
- Chapter 3, Construction on Non-tidal Waters and Floodplains
- Chapter 4, Non-tidal Wetlands
- Chapter 7, Wetlands Regulations

Appendix B.5 Maryland Litter Control Laws

2016 Maryland Code Criminal Law

Title 10 - Crimes Against Public Health, Conduct, and Sensibilities

Subtitle 1 - Crimes Against Public Health and Safety

Part I - General Provisions

§ 10-110. Litter Control Law

Universal Citation: [MD Crim Law Code § 10-110 \(2016\)](#)

(a) Definitions. --

(1) In this section the following words have the meanings indicated.

(2) "Bi-county unit" means:

(i) the Maryland-National Capital Park and Planning Commission; or

(ii) the Washington Suburban Sanitary Commission.

(3) "Litter" means all rubbish, waste matter, refuse, garbage, trash, debris, dead animals, or other discarded materials of every kind and description.

(4) "Public or private property" means:

(i) the right-of-way of a road or highway;

(ii) a body of water or watercourse or the shores or beaches of a body of water or watercourse;

(iii) a park;

(iv) a parking facility;

(v) a playground;

(vi) public service company property or transmission line right-of-way;

(vii) a building;

(viii) a refuge or conservation or recreation area;

(ix) residential or farm property; or

(x) timberlands or a forest.

(b) Declaration of intent. -- The General Assembly intends to:

(1) prohibit uniformly throughout the State the improper disposal of litter on public or private property; and

(2) curb the desecration of the beauty of the State and harm to the health, welfare, and safety of its citizens caused by the improper disposal of litter.

(c) Prohibited. -- A person may not:

(1) dispose of litter on a highway or perform an act that violates the State Vehicle Laws regarding disposal of litter, glass, and other prohibited substances on highways; or

(2) dispose or cause or allow the disposal of litter on public or private property unless:

(i) the property is designated by the State, a unit of the State, or a political subdivision of the State for the disposal of litter and the person is authorized by the proper public authority to use the property; or

(ii) the litter is placed into a litter receptacle or container installed on the property.

(d) Presumption of responsibility. -- If two or more individuals are occupying a motor vehicle, boat, airplane, or other conveyance from which litter is disposed in violation of subsection (c) of this section, and it cannot be determined which occupant is the violator:

(1) if present, the owner of the conveyance is presumed to be responsible for the violation; or

(2) if the owner of the conveyance is not present, the operator is presumed to be responsible for the violation.

(e) Property owner not in court. -- Notwithstanding any other law, if the facts of a case in which a person is charged with violating this section are sufficient to prove that the person is responsible for the violation, the owner of the property on which the violation allegedly occurred need not be present at a court proceeding regarding the case.

(f) Penalty. --

(1) A person who violates this section is subject to the penalties provided in this subsection.

(2)

(i) A person who disposes of litter in violation of this section in an amount not exceeding 100 pounds or 27 cubic feet and not for commercial gain is guilty of a misdemeanor and on

conviction is subject to imprisonment not exceeding 30 days or a fine not exceeding \$ 1,500 or both.

(ii) A person who disposes of litter in violation of this section in an amount exceeding 100 pounds or 27 cubic feet, but not exceeding 500 pounds or 216 cubic feet, and not for commercial gain is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 1 year or a fine not exceeding \$ 12,500 or both.

(iii) A person who disposes of litter in violation of this section in an amount exceeding 500 pounds or 216 cubic feet or in any amount for commercial gain is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$ 30,000 or both.

(3) In addition to the penalties provided under paragraph (2) of this subsection, a court may order the violator to:

(i) remove or render harmless the litter disposed of in violation of this section;
(ii) repair or restore any property damaged by, or pay damages for, the disposal of the litter in violation of this section;

(iii) perform public service relating to the removal of litter disposed of in violation of this section or to the restoration of an area polluted by litter disposed of in violation of this section; or

(iv) reimburse the State, county, municipal corporation, or bi-county unit for its costs incurred in removing the litter disposed of in violation of this section.

(4)

(i) If a person is convicted of a violation under this section and the person used a motor vehicle in the commission of the violation, the court shall notify the Motor Vehicle Administration of the violation.

(ii) The Chief Judge of the District Court and the Administrative Office of the Courts, in conjunction with the Motor Vehicle Administration, shall establish uniform procedures for reporting a violation under this paragraph.

(g) Enforcement. -- A law enforcement unit, officer, or official of the State or a political subdivision of the State, or an enforcement unit, officer, or official of a commission of the State, or a political subdivision of the State, shall enforce compliance with this section.

(h) Receptacles to be provided; notice of provisions. -- A unit that supervises State property shall:

(1) establish and maintain receptacles for the disposal of litter at appropriate locations where the public frequents the property;

(2) post signs directing persons to the receptacles and serving notice of the provisions of this section; and

(3) otherwise publicize the availability of litter receptacles and the requirements of this section.

(i) Disposition of fines. --

(1) Fines collected for violations of this section shall be disbursed:

(i) to the county or municipal corporation where the violation occurred; or

(ii) if the bi-county unit is the enforcement unit and the violations occurred on property over which the bi-county unit exercises jurisdiction, to the bi-county unit.

(2) Fines collected shall be used to pay for litter receptacles and posting signs as required by subsection (h) of this section and for other purposes relating to the removal or control of litter.

(j) Authority of local governments. --

(1) The legislative body of a municipal corporation may:

(i) prohibit littering; and

(ii) classify littering as a municipal infraction under Title 6 of the Local Government Article.

(2) The governing bodies of Prince George's County, Calvert County, and Montgomery County may each adopt an ordinance to prohibit littering under this section and, for violations of the ordinance, may impose criminal penalties and civil penalties that do not exceed the criminal penalties and civil penalties specified in subsection (f)(1) through (3) of this section.

(k) Short title. -- This section may be cited as the "Illegal Dumping and Litter Control Law".

Appendix B.6 City of Frostburg Solid Waste Ordinance

Article 5 - MUNICIPAL SOLID WASTE ORDINANCE

Sec. 5-1. - Title.

This article shall be known and may be cited as the "Municipal Solid Waste Ordinance of the City of Frostburg."

(Ord. No. 2010-14, art. IV, § I, 3-17-2011)

Sec. 5-2. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. When inconsistent with the context, the words used in the present tense include future; words in the plural number include singular number; and words in the singular number include the plural number. The term "shall" is always mandatory and not merely directory.

Allegany County Solid Waste Management means and includes the Solid Waste Management Plan as required by the State and the Solid Waste Management Board as appointed by the Allegany County Commissioners.

Bag means any commercially produced bag, designed for solid waste, regardless of size, and sold as a garbage or trash bag.

Bulk items means materials that are not considered normal household waste such as furniture, construction materials, carpeting, appliances not containing Freon-based refrigerants or any accumulation of solid waste in excess of the limits set forth in this article or not properly prepared for pickup as set forth in this article. The term "bulk items" shall not include any appliances with Freon-based refrigerants, tires, batteries, paint or other chemicals or materials prohibited as set forth in section 5-4.

Commercial waste means and includes materials generated from nonresidential home activities including for-profit businesses and construction waste or materials.

Construction materials means and includes those materials generated by a contractor and/or a homeowner and shall include items such as dry wall, carpet, doors, pipes, kitchen and bathroom fixtures and other wood items.

Dumpster means a commercial container designed for solid waste that is sited on a property and serviced by a private solid waste hauler. For all new construction, dumpsters must be sited within the requirements of section 6.8 of the Zoning Ordinance of the City. For existing structures, siting will be based on a case-by-case determination.

Residential customer means and includes all residential home units including single-family homes and multi-tenant facilities of four (4) units or less.

Solid waste means materials commonly known as garbage, refuse and rubbish that are generated in the normal course of life in a residential home setting and shall not include any commercial waste or construction waste or materials.

(Ord. No. 2010-14, art. IV, § II, 3-17-2011)

Sec. 5-3. - Collections.

The City shall collect the permitted amount and types of solid waste from residential locations once each week. Collection routes shall be planned so that approximately one-third (1/3) of the City will be collected on Tuesday, Wednesday and Thursday, respectively. When a holiday occurs during one (1) of the three (3) collection days, the City shall collect solid waste for that portion of the City on either Monday or Friday. Solid waste may be placed at the curb or other designated location for pickup not before 8:00

p.m. of the night before the set collection day and must be in place by 7:00 a.m. of the set collection day. For any solid waste placed out for collection after the City truck has passed that address will not be collected until the following week and shall be removed from the curb by the property owner or resident, or other designated location.

(Ord. No. 2010-14, art. IV, § III, 3-17-2011)

Sec. 5-4. - Types of solid waste subject to pickup.

The City's solid waste collection services are for residential solid waste materials only and not bulk items, furniture or construction materials. These types of materials may be collected during the City's annual bulk pickup. Any materials or substances listed as prohibited from being placed in a sanitary landfill by State or Federal law or regulation or by the provisions of the Allegany County Solid Waste Management Plan or by the owner and/or operator of the sanitary landfill used for solid waste in Allegany County shall not be collected by the City. Persons knowingly placing such materials out for City collection shall be deemed to be violating the provisions of this article.

(Ord. No. 2010-14, art. IV, § IV, 3-17-2011)

Sec. 5-5. - Bag use mandated.

All solid waste must be properly prepared for pickup by being placed in commercially produced bags, intended for household solid waste, which are securely closed. The bags may be placed in cans to prevent them from being torn open by animals or weather. Loose materials placed in cans will not be collected. One exception to the requirement of commercially produced bags is the use of plastic bags from retail stores or grocery stores. These bags may only be used if they are secured and placed in a can, as they are not designed to be exposed to the weather.

(Ord. No. 2010-14, art. V, § I, 3-17-2011)

Sec. 5-6. - Amount of solid waste.

Each household may set out no more than eight (8) bags of solid waste for the weekly collections. Any bag or can of solid waste shall not exceed forty (40) pounds in total weight. For cans, this shall include the weight of the can. Cans shall not exceed a volume capacity of fifty (50) gallons. Cans that require two (2) workers to lift them shall not be permitted.

(Ord. No. 2010-14, art. IV, § VI, 3-17-2011)

Sec. 5-7. - Multi-tenant buildings.

Any established multi-tenant buildings with five (5) or more units at the same address shall be required to contract with a private hauler for the removal of the solid waste and its collection in a dumpster. The City will work with the owners of properties where dumpsters are not permitted due to either the lack of side or rear yard space or where the private hauler has indicated that it is unable to access the property to set and service a dumpster. On a case-by-case basis, the City may determine that it is not feasible to locate dumpsters at particular properties.

(Ord. No. 2010-14, art. IV, § VII, 3-17-2011)

Sec. 5-8. - Storage of solid waste.

No person shall place any solid waste in any street, alley or other public place within the City unless it is in bags or cans as set forth within the provisions of this article for collection. All solid waste being stored between City collections shall be placed in leak-proof containers as set forth in section 308.3.2 of the International Property Maintenance Code. Stored solid waste may not be visible from the street and shall be placed either in the rear of the property or, when stored on the side, must be screened. No person shall cast, place, sweep or deposit anywhere within the City any solid waste in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place, or into any occupied or unoccupied premises in the City. Any unauthorized accumulation of solid waste on any premises is hereby declared to be a nuisance and is prohibited. Failure to remove any existing accumulation shall be deemed a municipal infraction and subject to the penalties provided within the Code.

(Ord. No. 2011-08, art. IV, § VIII, 12-15-2011)

Sec. 5-9. - Recycling, cardboard.

- (a) *Recycling.* The Council is committed to the goal of increasing the amount of recycling as part of its ongoing effort to reduce the amount of solid waste generated within the City and/or on a per-household basis. The City shall cooperate with the Allegany County Solid Waste Management Board on the siting and marketing of a recycling location inside the City for all materials, including a dedicated cardboard trailer and a dedicated plastics trailer.
- (b) *Cardboard.* It is the City's intent that residents make every effort to recycle cardboard solid waste generated from their homes. However, the City will permit cardboard that is unable to be recycled to be placed in residential cans along with the other bagged solid waste. Larger amounts of this type of cardboard may be placed at the curb along with the bagged solid waste for pickup. However, these larger amounts of cardboard must be broken down into the smallest size possible and securely bundled with rope or tape. These larger bundles will count towards the maximum eight (8)-bag weekly limit.

(Ord. No. 2010-14, art. IV, § IX, 3-17-2011)

Sec. 5-10. - Yard waste.

Yard waste, such as grass clippings, garden materials and leaves may be placed at the curb for pickup on those days and dates approved by the Commissioner of Public Works. No bag or can may exceed fifty (50) gallons or forty (40) pounds. Brush and tree branches must be tied in bundles not longer than six (6) feet in length. Each property is limited to twenty-five (25) bags, cans or bundles per pickup. Special pickups may be arranged for a fee of \$50.00. All yard waste collected will be deposited in an operational facility that recycles the yard waste or uses it to produce mulch or other natural materials. Yard waste will not be collected for residents who do not use biodegradable paper yard/garden bags or reusable cans.

(Ord. No. 2010-14, art. IV, § X, 3-17-2011; Ord. No. 2011-04, 5-19-2011; Ord. No. 2015-01, 3-19-2015)

Sec. 5-11. - Bulk pickups.

The City may hold an annual bulk pickup where residents may place out for collection larger amounts of materials. Each residential unit may place out for pickup an amount of materials equal to the volume of a pickup truck bed or the hopper of the City's rear-loaded garbage truck. Materials and items which are not eligible for the bulk pickup include any appliances with Freon-based refrigerants, tires, batteries, paint or other chemicals or materials prohibited as set forth in section 5-4. There shall be no additional fee for the annual bulk pickup, unless the amount set out by a resident exceeds the volume set

forth above. If a residence has more than the amount permitted, a special pickup charge shall be billed to the property owner.

(Ord. No. 2010-14, art. IV, § XI, 3-17-2011)

Sec. 5-12. - Budgeting.

Revenues derived from and expenses incurred for solid waste collection shall be accounted for in a separate fund, addressed in the annual budget for the City as the Garbage Fund. It is the City's policy that the Garbage Fund shall be self-sufficient, with revenues covering operating expenses without financial support from the Corporate Fund. It shall be the policy of the City to maintain budget line item levels into the future in order to provide for future equipment purchases. All quarterly charges and special pickup fees for solid waste collection shall be established in the Schedule of Municipal Fees in the annual budget ordinance.

(Ord. No. 2010-14, art. IV, § XII, 3-17-2011)

Sec. 5-13. - Curbside recycling plan.

- (a) *Purpose.* The purpose of this section is to establish a curbside recycling plan and to regulate the services provided by third-party contractors engaged in the business of transporting recyclable materials from residences and businesses to recycling facilities, regardless of whether the contractors are engaged in the actual process of recycling the materials so transported.
- (b) *License required.* No person or entity may be engaged in the business of curbside recycling without first obtaining a license from the City, said license being subject to renewal on an annual basis. All applications for such licenses shall be submitted to the City Administrator for approval. Such applications shall be made on forms provided by the City which forms shall:
 - (1) Require the applicant to produce the information required under subsection (c)(7) and (9) of this section;
 - (2) Produce certificates of insurance evidencing the coverages and requirements set forth in subsection (c)(15) of this section; and
 - (3) Include a statement whereby the applicant acknowledges, accepts and agrees to fulfill its obligations under this article.
- (c) *Licensees' obligations.* All curbside recycling licensees shall be required to comply with the following terms and provisions:
 - (1) Licensees shall be responsible for billing their customers directly, without assistance from the City. Invoices for services which have already been provided shall be remitted to customers no less frequently than semi-annually. Licensees requiring payment in advance for services rendered may not require customers to prepay for more than three (3) months of recycling services.
 - (2) Licensees shall be responsible for providing their customers with containers which shall be used to set out non-paper recyclable materials for pickup. Said containers and, if applicable, paper recyclable containers shall include markings identifying the types of materials that may be deposited therein and shall be labeled with the licensee's name. Licensees may, but are not required to, provide customers with containers for paper recyclables.
 - (3) In the event a licensee encounters any recyclable materials which are improperly prepared for pickup or commingled with materials other than those which the licensee has agreed to pick up in accordance with the terms of its contract with its customer, the licensee shall not be required to pick up the materials in the subject container. However, the licensee must place a tag or other

notice on the container or the packaging for the unacceptably set out materials advising the customer of the reasons why the materials were not picked up.

- (4) After being emptied, recycling containers shall be left in the approximate place where they were found. Containers shall not be placed in front of mailboxes, in streets, on sidewalks, or in any other manner which interferes with traffic or mail delivery service.
- (5) Collection services shall be made between the hours of 7:00 a.m. and 4:00 p.m.
- (6) Licensees shall coordinate their pickup dates and times so as not to interfere with the City's solid waste pickup.
- (7) Each licensee shall be responsible for providing the City with a list of the motor vehicles that the licensee uses for the purpose of providing curbside recycling services in the City. At a minimum, that list shall contain the following information as to each vehicle: vehicle identification number; license plate number; state in which the vehicle is titled; name of the title holder; make; model; and model year. The list shall be updated whenever there are any changes regarding the vehicles used in the provision of the aforesaid services.
- (8) All vehicles used by a licensee in the performance of curbside recycling services shall have appropriate safety equipment, including, but not limited to, flashing lights, warning lights and backup alarms. Both sides of all such vehicles shall be prominently labeled with the licensee's name, telephone number and vehicle number.
- (9) Each licensee shall be responsible for providing the City with current contact information, including, but not limited to, the address and telephone number of its principal place of business and the name, business telephone number and e-mail address of the individual who is primarily responsible for the provision of curbside recycling services in the City. Said information shall be provided to customers when they contract with a licensee for the provision of curbside recycling services and at such other times, upon request.
- (10) Each licensee shall maintain a computerized database containing a complete listing of the names and addresses of all City residents and businesses presently receiving and who formerly received curbside recycling services from that licensee and the inclusive dates said services were provided. Present and former customers shall be separately segregated in the database. Such information shall be provided to the City, from time to time, upon request, but no less frequently than annually.
- (11) Each licensee shall maintain a computerized database setting forth the tonnage of materials recycled on a monthly basis. If possible, the database shall include separate amounts for each type of material recycled. Such information shall be provided to the City, from time to time, upon request, but no less frequently than annually.
- (12) Each licensee shall comply with any and all Federal, State and local laws and regulations in effect as of the date of licensure or thereafter enacted, which are applicable to the licensee, its employees, agents or subcontractors, if any, with respect to the curbside recycling services provided by that licensee.
- (13) Each licensee shall indemnify and hold the City harmless from and against any and all costs, losses, expenses, liabilities, damages, or claims for damage arising out of, as an incident to, or resulting from any curbside recycling services provided by the licensee, its agents, employees, representatives, subcontractors or any combination of the foregoing, including, but not limited to, attorneys' fees, expenses and costs of defending any action, whether on account of any injury (including death) to any person, damage to or destruction of property or for any other reason.
- (14) In the performance of curbside recycling services, each licensee shall be an independent contractor and not an agent, servant or employee of the City. Each licensee shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Each licensee shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any.

(15) Each licensee shall be required to maintain the insurance coverages in the minimum amounts set forth below:

- a. Commercial general.
 1. General aggregate: \$1,000,000.00.
 2. Each occurrence: \$1,000,000.00.
- b. Automotive - for all owned, non-owned, hired and leased vehicles.
 1. Each occurrence combined single limit: \$1,000,000.00.
 2. Bodily injury.
 - (i) Each person: \$1,000,000.00.
 - (ii) Each accident: \$1,000,000.00.
 3. Property damage - each occurrence: \$1,000,000.00.
- c. Workers' compensation.
 1. Bodily injury by accident (each accident): \$500,000.00.
 2. Bodily injury by disease (policy limit): \$500,000.00.
 3. Bodily injury by disease (each employee): \$500,000.00.

Each policy shall include endorsements or similar provisions naming the City as an additional insured and providing the City with no less than fifteen (15) days' advance written notice of cancellation, change or nonrenewal.

(d) *Customers' obligations.* All curbside recycling customers shall be required to comply with the following terms and provisions:

- (1) Notwithstanding the terms of section 5-5, paper products shall be set out for pickup in licensee-provided containers or closed paper bags. Alternatively, they may be tightly bound by string.
- (2) Curbside recycling customers shall be responsible for complying with the terms and provisions of the other sections of this article in that recyclables are solid waste.

(e) *Revocation/nonrenewal.* In addition to the remedies set forth in section 5-14, the City Administrator shall have the right to revoke or refuse to renew the license of any licensee who repeatedly fails to comply with the terms of this section.

- (1) *Notice of revocation/nonrenewal.* The City shall provide advance notice of the revocation or nonrenewal of a license by mailing or hand-delivering a written notice to the licensee which identifies the sanction to be imposed, summarizes the basis for the sanction, provides that the effective date of the imposition of the sanction will be fourteen (14) days from the date of the notice, and advises the licensee of its appeal rights as set forth hereinafter.
- (2) *Appeal to Council.* Any licensee aggrieved by the decision of the City Administrator shall be afforded the opportunity to appeal that decision before the Council by delivering written notice of the appeal to the City Administrator no later than fourteen (14) days from the date of the notice of the revocation or nonrenewal. The appeal hearing shall be held at the next regular meeting of the Council, provided the notice of appeal is delivered to the City Administrator no later than ten (10) days prior to that meeting. Otherwise, the appeal hearing shall be held at the next meeting thereafter. In the event an appeal is noted, the proposed sanction will be stayed pending the Council's ruling on the appeal. At the appeal hearing, the City Administrator shall present his or her case and may call witnesses to testify in support thereof. The licensee shall be afforded the opportunity to testify and to call witnesses on its behalf. Witnesses shall be subject to cross-examination. Following the taking of testimony and the consideration of the evidence presented, the Council shall render their decision on the record.

(3) *Appeal to circuit court.* In the event the licensee is aggrieved by the decision of the Council, it may note an appeal to the Circuit Court for Allegany County, Maryland within thirty (30) days of the date of that decision in accordance with the terms of subtitle 2 of title 7 of the Maryland Rules of Procedure.

(Ord. No. 2013-04, art. IV, § XII, 7-18-2013)

Sec. 5-14. - Enforcement.

It shall be the policy of the City to enforce the provisions of this article through the office of the Code Enforcement Inspector, Police Department and Street Department. Any person who violates the provisions of this article shall be guilty of a municipal infraction and shall be subject to the penalties provided in this Code.

(Ord. No. 2010-14, art. IV, § VIII, 3-17-2011; Ord. No. 2013-04, art. IV, § XIII, 7-18-2013)

ORDINANCE NO. 2010 – 14; As Amended

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG TO AMEND THE CITY CODE OF THE CITY OF FROSTBURG TO PROVIDE FOR MUNICIPAL SOLID WASTE MANAGEMENT

WHEREAS: Article 5, Section 5.02 of the City Charter authorizes the Mayor and Council of the City of Frostburg, “to require, regulate, and/or provide for the collection and removal of filth, garbage, or any matter or thing that is or may become injurious to the health or comfort of the inhabitants of the City of Frostburg, and to provide whether the expense, if any, shall be borne by individual property owners or tenants or shall be paid for in whole or in part by the City”; and

WHEREAS: Article IV of the City Code for the City of Frostburg provides for Municipal Refuse Collection and the Mayor and City Council desire to improve the efficiency of the collection of solid waste and encourage the citizens to increase their efforts at Reduce, Reuse, Recycle and Compost.

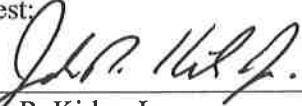
NOW, THEREFORE, in consideration of the foregoing, the Mayor and Council of the City of Frostburg do hereby amend the City Code of the City of Frostburg to repeal the Article IV Municipal Refuse Collection; and reenact with amendments and rename Article IV Municipal Solid Waste, as set forth in the following document which is incorporated herein and made a part hereof.

Introduced: December 16, 2010
Public Hearings: January 20, 2011
February 17, 2011
Adopted: March 17, 2011
Effective: July 5, 2011

MAYOR AND CITY COUNCIL OF FROSTBURG

BY 
Arthur T. Bond, Mayor

Attest:


John R. Kirby, Jr.
City Administrator

ARTICLE IV: MUNICIPAL SOLID WASTE

SECTION I

Title: This ordinance shall be known and may be cited as the “Municipal Solid Waste” Ordinance of the City of Frostburg.

SECTION II

Definitions: For the purposes of this Ordinance, the following terms, phases, words and their derivations shall have the meaning given herein. When inconsistent with the context, the words used in the present tense include future; words in the plural number include singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory:

Allegany County Solid Waste Management – shall include the Solid Waste Management Plan as required by the State of Maryland and the Solid Waste Management Board as appointed by the Allegany County Commissioners.

Bags – shall mean any commercially produced bag, designed for solid waste, regardless of size and sold as a “garbage or trash” bag.

Bulk Items – Materials that are not considered normal household waste such as furniture, construction materials, carpeting, appliances not containing Freon based refrigerants or any accumulation of “Solid Waste” in excess of the limits set forth in the Ordinance or not properly prepared for pickup as set forth in this Ordinance. The definition of Bulk Items shall not include any appliances with Freon based refrigerants, tires, batteries, paint or other chemicals or materials prohibited as set forth in SECTION IV.

Commercial Waste – shall include materials generated from non-residential home activities including for-profit businesses and construction waste or materials.

Construction Materials – shall include those materials generated by a contractor and/or a homeowner and shall include items such as dry wall, carpet, doors, pipe, kitchen and bathroom fixtures and other wood items.

Dumpster – shall mean a commercial container designed for solid waste that is sited on a property and serviced by a private solid waste hauler. For all new construction, dumpsters must be sited within the requirements of SECTION 320 of the Zoning Ordinance for the City of Frostburg. For existing structures, siting will be based on a case by case determination

Residential Customer – shall include all residential home units including single family homes and multi-tenant facilities of four (4) units or less.

Solid Waste – shall include materials commonly known as garbage, refuse and rubbish that are generated in the normal course of life in a residential home setting and shall not include any commercial waste or construction waste or materials.

SECTION III

Collections: The City shall collect the permitted amount and types of solid waste from residential locations once each week. Collection routes shall be planned so that approximately one third (1/3) of the City will be collected on Tuesday, Wednesday and Thursday. When a Holiday occurs during one of the three collection days, the City shall collect solid waste for that portion of the City on either Monday or Friday. Solid waste may be placed

at the curb or other designated location for pickup not before 8:00 p.m. of the night before the set collection day and must be in place by 7:00 a.m. of the set collection day. For any solid waste placed out for collection after the City truck has passed that address will not be collected until the following week and shall be removed from the curb by the property owner or resident, or other designated location.

SECTION IV

Types of Solid Waste: The City reaffirms that its Solid Waste collection services are for residential solid waste materials only and not bulk items, furniture or construction materials. These types of materials may be collected during the City's Annual Bulk Pickup. Any materials or substances listed as prohibited from being placed in a sanitary landfill by State or Federal law or regulation or by the provisions of the Allegany County Solid Waste Management Plan or by the owner and/or operator of the sanitary landfill used for solid waste in Allegany County shall not be collected by the City of Frostburg. Persons knowingly placing such materials out for City collection may be considered as violating the provisions of this Ordinance.

SECTION V

Bags Mandated: All solid waste must be properly prepared for pick up by being placed in commercially produced bags, intended for household solid waste and be securely closed. The bags may be placed in cans to prevent being torn open by animals or weather. Loose materials placed in cans will not be collected. One exception to the requirement of commercially produced bags is the use of plastic bags from retail stores or grocery stores. These bags may only be used if they are secured and placed in a can as they are not designed to be exposed to the weather.

SECTION VI

Amount of Solid Waste: The maximum amount of solid waste that each household would be permitted to set out for the Weekly Collections would be set *at* 8 bags. Any bag or can of solid waste shall not exceed 40 pounds in total weight. For cans, this shall include the weight of the can. Cans shall not exceed a volume capacity of 50 gallons. Cans that require two workers to lift shall not be permitted.

SECTION VII

Multi-Tenant Buildings – Any established multi-tenant buildings with five (5) or more units at the same address shall be required to contract with a private hauler for the removal of the solid waste and its collection in a dumpster. The City will work with each property owner to address circumstances where the properties do not permit a dumpster to be located either due to the lack of side or rear yard space or where the private hauler has indicated that they can not access the property to set and service a dumpster. On a case by case basis the City may determine that it is not feasible for a specific property to have a dumpster located on their property.

SECTION VIII

Storage of Solid Waste – No person shall place any solid waste in any street, alley or other public place within the City unless it is in proper containers for collection. All solid waste must be kept on private property in keeping with the provisions of the Property Maintenance Code and the Rental Housing Code. No person shall cast, place, sweep or deposit anywhere within the City any solid waste in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place, or into any occupied or unoccupied premise in the City. Any unauthorized accumulation of solid waste on any premises is

hereby declared to be a nuisance and is prohibited. Failure to remove any existing accumulation shall be deemed a Municipal Infraction and subject to the penalties provide within the City Code.

SECTION IX

Recycling – The Mayor and City Council are committed to the goal of increasing the amount of recycling as an ongoing part of the effort to reduce the amount of solid waste generated within the City and/or on a per household basis. The City shall cooperate with the Allegany County Solid Waste Management Board on the siting and marketing of a recycling location inside the City for all materials including a dedicated cardboard trailer and a dedicated plastics trailer.

Cardboard – It is the City's intent that residents make every effort to recycle cardboard from their home solid waste. However the City will permit cardboard that is unable to be recycled to be placed in residential cans along with the other bagged solid waste. Larger amounts of this type of cardboard may be placed at the curb along with the bagged solid waste for pickup. However these larger amounts of cardboard must be broken down into the smallest size possible and securely bundled with rope or tape. These larger bundles will count towards the maximum 8 bag weekly limit.

SECTION X

Yard Waste – The City will assess the use of a dedicated compost site at the Mountain View Landfill for yard waste. Collections shall be done weekly on either Monday or Friday, in season, with additional collection days during October and November. Yard waste, such as grass clippings, garden materials and leaves, must be contained in the same manner as household solid waste. Brush and tree branches must be tied in bundles not longer than six (6) feet in length.

SECTION XI

Bulk Pick Ups – The City may hold an annual Bulk Pick Up where residents may place out for collection larger amounts of materials. Each residential unit may place out for pick up an amount of materials equal to the volume of a pick up truck bed or the hopper of the City's rear-loaded garbage truck. Materials excluded include any appliances with Freon based refrigerants, tires, batteries, paint or other chemicals or materials prohibited as set forth in SECTION IV. There shall be no additional fee for the annual bulk pick up, unless the amount set out by a resident exceeds the volume set forth above. If a residence has more than the amount permitted, a Special Pickup Charge shall be billed to the property owner.

SECTION XII

Budgeting – Solid Waste Collection *is* a business like activity undertaken by the City government, similar to water and sewer. It is addressed in the annual City Budget in the Garbage Fund. It shall be the policy of the City of Frostburg to have the Garbage Fund self-sufficient without financial support for operating expenses from the Corporate Fund. At the time of the adoption of this Ordinance, the Garbage Fund is providing for the repayment of the financing for the garbage truck. It shall be the policy of the City of Frostburg to maintain budget line item levels into the future in order to provide for future equipment purchases. The setting of all Quarterly Charges and Special Pick up Fees for Solid Waste Collection shall be done in the annual Budget Ordinance.

SECTION XIII

Enforcement – It shall be the policy of the City of Frostburg to enforce the provisions of this Ordinance through the office of the Code Enforcement Inspector, Police Department and Street Department. Violations of any portion of this Ordinance shall be deemed as a Municipal Infraction and a Fine may be imposed of \$100 for the first offense and \$250 for the second and subsequent offenses, amending the provisions of Ordinance 2010-9 as adopted on November 18, 2010.

ORDINANCE NO. 2011 - 04

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG TO AMEND CERTAIN PROVISIONS OF ORDINANCE 2010 - 14 MUNICIPAL SOLID WASTE MANAGEMENT

WHEREAS: Article IV of the City Code for the City of Frostburg provides for Municipal Refuse Collection and the Mayor and City Council desire to improve the efficiency of the collection of solid waste and encourage the citizens to increase their efforts at Reduce, Reuse, Recycle and Compost; and

WHEREAS, the Mayor and Council did Adopt Ordinance 2010-14, As Amended on March 17, 2011 to provide for the reorganization of the City's collection and management of solid waste; and

WHEREAS, subsequent to the passage of Ordinance 2011-14, As Amended, the Council determined that SECTION X of the Ordinance did not represent the desires of the Council regarding the collection of Yard Waste.

NOW, THEREFORE, in consideration of the foregoing, the Mayor and Council of the City of Frostburg do hereby amend the City Code of the City of Frostburg to repeal SECTION X of Ordinance 2010-14, As Amended; reenact SECTION X as follows:

SECTION X

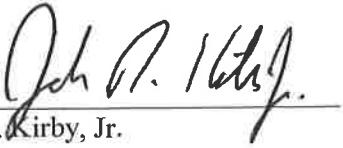
Yard Waste – The City will assess the use of a dedicated compost site at the Mountain View Landfill for yard waste. Collections shall be done once a month on the second Monday, in season, with additional collection days during October and November to be determined. Yard waste, such as grass clippings, garden materials and leaves, must be contained in the same manner as household solid waste. No bag or can may exceed 50 gallons or 40 pounds, including the weight of the can. Brush and tree branches must be tied in bundles not longer than six (6) feet in length. Each property shall be limited to 25 bags or bundles per pick up.

Introduced: April 21, 2011
Public Hearings: May 19, 2011
Adopted: May 19, 2011
Effective: June 8, 2011

MAYOR AND CITY COUNCIL OF FROSTBURG

BY 
Arthur T. Bond, Mayor

Attest:


John R. Kirby, Jr.
City Administrator

ORDINANCE NO. 2011 - 08

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FROSTBURG TO AMEND CERTAIN PROVISIONS OF ORDINANCE 2010 – 14 MUNICIPAL SOLID WASTE MANAGEMENT

WHEREAS: Article IV of the City Code for the City of Frostburg provides for Municipal Refuse Collection and the Mayor and City Council desire to improve the efficiency of the collection of solid waste and encourage the citizens to increase their efforts at Reduce, Reuse, Recycle and Compost; and

WHEREAS, the Mayor and Council did Adopt Ordinance 2010-14, As Amended on March 17, 2011 to provide for the reorganization of the City's collection and management of solid waste; and

WHEREAS, subsequent to the passage of Ordinance 2011-14, As Amended, the Council determined that SECTION VIII of the Ordinance did not sufficiently address the issues of Waste Storage.

NOW, THEREFORE, in consideration of the foregoing, the Mayor and Council of the City of Frostburg do hereby amend the City Code of the City of Frostburg to repeal SECTION X of Ordinance 2010-14, As Amended; reenact SECTION VIII as follows:

SECTION VIII

Storage of Solid Waste – No person shall place any solid waste in any street, alley or other public place within the City unless it is in bags or cans as set forth within the provisions of this Ordinance for collection. All solid waste being stored between City collections shall be placed in leak proof containers as set forth in Section 308.3.2 of the International Property Maintenance Code. Stored solid waste may not be visible from the street and shall be placed either in the rear of the property or when stored on the side must be screened.

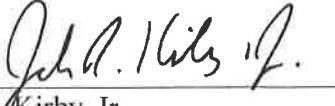
No person shall cast, place, sweep or deposit anywhere within the City any solid waste in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place, or into any occupied or unoccupied premise in the City. Any unauthorized accumulation of solid waste on any premises is hereby declared to be a nuisance and is prohibited. Failure to remove any existing accumulation shall be deemed a Municipal Infraction and subject to the penalties provide within the City Code.

Introduced: November 17, 2011
Public Hearings: December 15, 2011
Adopted: December 15, 2011
Effective: January 4, 2012

MAYOR AND CITY COUNCIL OF FROSTBURG

BY 
W. Robert Flanigan, Mayor

Attest:


John R. Kirby, Jr.
City Administrator

Appendix B.7 Cumberland Solid Waste Ordinances

Footnotes:

--- (1) ---

Editor's note— Ord. No. 3102, § 1, adopted Sept. 23, 1991, repealed ch. 14 of the city's 1966 Code, as the same was amended by Ord. No. 3084, § 1, adopted June 7, 1991, and by Ord. No. 3085, § 1, adopted June 18, 1991, which pertained to solid waste. Ord. No. 3102 reenacted similar new provisions as set out in §§ 21-1—21-8.

Charter reference— Authority to regulate solid waste, § 72; dumping in streams, § 76.

Cross reference— Nuisances, Ch. 14; water, sewers and sewage disposal, Ch. 24.

State Law reference— Litter control, Ann. Code of Md. art. 27, § 468; recycling of solid waste, Ann. Code of Md. art. Environment, § 9-1701 et seq.

Sec. 21-1. - Definitions.

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

City means the mayor and city council of Cumberland.

City ash tag means a tag sold by the city which must be attached to an acceptable ash container for the purpose of ash collection.

Commercial customer means any person who owns or occupies any building within the city which is primarily used for the conduct of any activity with the intent of realizing a profit from the sale of goods or services.

Construction and demolition debris means refuse which is incidental to construction, renovation or demolition of buildings, other structures or appurtenances.

Garbage means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Industrial customer means any person who owns or occupies any building within the city which is used primarily for the manufacture or production of any product.

Person means any person, firm, partnership, association, corporation, company or organization of any kind.

Refuse means all putrescible and nonputrescible solid waste (excluding bodily waste), including garbage, rubbish, ashes, street cleanings and dead animals. Refuse does not include ashes, demolition and construction debris, white goods, furniture, household appliances, large tree limbs and other items that are unsuitable for regular refuse collection services.

Residential customer means any person who owns or occupies a dwelling or dwelling unit.

Rubbish means nonputrescible solid waste consisting of both combustible and noncombustible waste, such as paper, cardboard, tin cans, yard clippings, wood, glass, bedding and crockery.

Tax exempt customer means any person who owns or occupies a property which is exempt from real estate tax under the laws of the State of Maryland or the United States.

Yard waste means grass clippings, weeds, hedge clippings, garden waster, leaves, twigs and brush.

(Ord. No. 3102, § 1, 9-23-91; Ord. No. 3111, § 1, 4-14-92; Ord. No. 3140, § 1, 12-8-92; Ord. No. 3371, § 1, 6-19-01)

Sec. 21-2. - Authority of city council to contract for refuse removal.

The city council may contract with some responsible person, from time to time, for periods of not less than one (1) year nor more than five (5) years in any one (1) contract, for the removal of all refuse and ashes from commercial customers, industrial customers, tax exempt customers and residential customers within the city. If the city council should deem expedient, at any time, they may employ a sufficient number of vehicles for the removal by the city directly of such material. The person with whom such contract may be made, before the same shall be effective, shall execute and deliver to the city council a bond conditioned for the faithful performance of such contract in such penalty and with such security as the city council deems sufficient.

(Ord. No. 3102, § 1, 9-23-91; Ord. No. 3111, § 1, 4-14-92; Ord. No. 3140, § 1, 12-8-92; Ord. No. 3371, § 2, 6-19-01)

Sec. 21-3. - Requirements for collection vehicles.

All vehicles employed by the city or any contractor in the removal of refuse and ashes or other materials pursuant to section 21-2 shall be tightly closed and shall be covered with an impervious substance so as to prevent dust or effluent from falling from such vehicle while being hauled through the streets of the city.

(Ord. No. 3102, § 1, 9-23-91; Ord. No. 3111, § 1, 4-14-92; Ord. No. 3140, § 1, 12-8-92)

Sec. 21-4. - Garbage, etc., to be placed in authorized receptacles; collection of garbage.

(a) *Placement of refuse for collection.*

(1) *Generally.*

- a. *Refuse in containers.* Property owners shall place bagged refuse in tight covered containers. This refuse may be placed in commercially-produced plastic bags which are intended for the disposal of household refuse and have a capacity of no more than thirty-two (32) gallons or it may be placed in grocery store or similar plastic bags.
- b. *Refuse outside of containers.* Refuse need not be placed in tight covered containers if it is placed in the commercially produced plastic bags described in subsection a.
- c. *Draining of refuse.* All refuse must be drained and wrapped in paper before being placed in such containers.
- d. *Prohibition of loose refuse in containers.* Loose refuse may not be placed in containers set out for pickup.

(2) *Yard waste; tree branches.* Subsections (1)a. and (1)b. do not apply to yard waste and tree branches. Yard waste must be placed in tight covered containers or commercially-produced plastic bags which are intended for the disposal of yard waste and have a capacity of no more than sixty-five (65) gallons with the exception of tree branches. Tree branches must be cut up or folded to a length not to exceed forty-eight (48) inches and securely tied with stout cord in suitable bundles.

(3) *Tying of bags.* All bags storing refuse of any kind, including yard waste, must be securely tied so as to prevent refuse from falling out.

- (4) *Recyclables.* Recyclables shall be stored for collection in the manner required by the city's solid waste removal contractor. As [of] May 1, 2020, the aluminum, tin, glass and plastic set out for recycling must be placed in totes supplied by the contractor and newspapers, magazines, office paper and cardboard set out for recycling must be set out in bundles measuring no more than twenty-four (24) inches by twenty-four (24) inches. No plastic other than containers used for household purpose which are made of number 1, 2, 4, 5 or 7 plastic may be set out for recycling.
- (5) *Placement for pickup; weight limit.* The foregoing containers and bundles shall be placed in a convenient place for pickup. Refuse containers and bundles of branches placed for collection may not weigh in excess of forty (40) pounds.
- (6) *Third party refuse prohibition.* Third parties may not place their refuse in other persons' containers or on their property. Property owners shall not permit third parties to place their refuse in the property owners' containers.

- (b) *Prohibited containers.* Oil drums, chemical containers, shortening cans, railroad spike cans, carbide cans, unsuitable plastic containers, kitchen and bathroom waste paper cans, shall not be permitted for the disposal of garbage, ashes, or rubbish.
- (c) *Time of placement for collection.* No garbage ashes or refuse may be placed for collection before dusk of the day before collection. Empty containers must be removed prior to 6:00 p.m. on the day of collection.
- (d) *Responsibility of customer.* The customer will be responsible for picking up garbage, ashes, or refuse scattered or littered about as a result of upset cans, torn bags, etc.

(Ord. No. 3102, § 1, 9-23-91; Ord. No. 3111, § 1, 4-14-92; Ord. No. 3248, § 1, 12-10-96; Ord. No. 3371, § 3, 6-19-01; Ord. No. 3874, § 1, 8-4-20)

Sec. 21-5. - Ashes.

It shall be the duty of persons having ashes to be disposed of to place the same in suitable watertight metal, rubber or plastic containers holding not in excess of forty (40) pounds in weight. All ashes must be dry and may not be mixed with garbage.

(Ord. No. 3102, § 1, 9-23-91; Ord. No. 3111, § 1, 4-14-92)

Sec. 21-6. - City ash tags; specifications.

City ash tags shall be of a distinctive color and printed with the city seal or other appropriate words which indicate to the garbage collector that when the tag is affixed to an ash container, it is intended for collection. The price for an ash tag shall be fifty cents (\$0.50) each.

(Ord. No. 3140, § 1, 12-8-92)

Sec. 21-7. - Limitation on quantity.

- (a) No customer shall place for collection an amount of refuse or ashes more than that which would be reasonable for one in his circumstances. The city shall have the authority to refuse the collection of unreasonable amounts. Notwithstanding the foregoing, no customer shall place for pickup, at any one (1) time, more than two (2) bags of yard waste nor more than four (4) containers of ashes; provided, however, that a customer may place in excess of four (4) containers of ashes for collection if such additional containers have affixed to them an ash tag.
- (b) Notwithstanding the provisions of subsection (a), no customer shall, during the months of April through October, place for pickup any yard waste on regular collection days. Rather, yard waste shall be placed

for collection on such days as determined by order of the mayor and city council. During such special collection periods, a customer may place more than two (2) bags of yard waste for collection so long as the amount placed is not unreasonable.

(Ord. No. 3102, § 1, 9-23-91; Ord. No. 3111, § 1, 4-14-92; Ord. No. 3140, § 1, 12-8-92; Ord. No. 3169, § 1, 4-19-94)

Sec. 21-8. - Enforcement of chapter.

It shall be the duty of the department of community development to watch over the collection of refuse and to report to the city council and the county health officer all cases of neglect of duty on the part of the solid waste collection contractor, any driver of a garbage vehicle or of any customer, as provided by this chapter. The city's code enforcement officers shall be responsible for the enforcement of the terms of this chapter.

(Ord. No. 3102, § 1, 9-23-91; Ord. No. 3111, § 1, 4-14-92; Ord. No. 3140, § 1, 12-8-92; Ord. No. 3371, § 4, 6-19-01; Ord. No. 3874, § 2, 8-4-20)

Sec. 21-8.1. - Setting and collection of rates for refuse collection.

(a) (1) The following fees shall be charged by the city for garbage collection:

Per Month

Residential customers\$ 15.00

Commercial customers28.54

Industrial customers28.54

Tax exempt customers15.00

(2) The following monthly fee schedule be and is hereby adopted for the industrial/commercial users who exceed the standard garbage collection amount:

Number of bags per pickup:

1—8\$ 28.54

9—1657.08

17+85.61

(3) The following fee schedule be and is hereby adopted for the bulk item program:

Category 1: \$ 4.33	(40—50 lbs.)
Category 2: \$ 8.66	(50—150 lbs.)
Category 3: \$26.00	White goods

- (b) Refuse collection fees shall be due and payable at the same time that the water and sewer charges are due and payable with respect to said customers and partial payment on any bill will first be credited to amounts for refuse collection services and the balance to outstanding charges for water and sewer services.
- (c) Commercial, industrial or tax exempt customers with a valid dumpster permit issued by the director of administrative services shall be exempt from paying the trash fee contained in this section.

(Ord. No. 3371, § 5, 6-19-01; Ord. No. 3405, § 1, 6-18-02; Ord. No. 3452, § 1, 6-17-03; Ord. No. 3530, §§ 1, 2, 6-14-05; Ord. No. 3558, § 1, 6-13-06; Ord. No. 3585, §§ 1, 2, 6-12-07; Ord. No. 3643, §§ 1—3, 6-9-09; Ord. No. 3671, §§ 1—3, 6-22-10; Ord. No. 3838, §§ 1—3, 6-19-18; Ord. No. 3854, §§ 1—3, 6-4-19)

Sec. 21-9. - Penalties.

Any violation of any provision of this chapter shall be a municipal infraction and the violator shall be fined fifty dollars (\$50.00). Each day a violation occurs shall constitute a separate offense.

(Ord No. 3248, § 2, 12-10-96)

Sec. 21-10. - Dumpsters.

- (a) Any person, company, or corporation, prior to placing a dumpster on public or private property in the city for any period of time, shall first obtain a permit from the director of administrative services. Said permit shall specify the size and location of the dumpster and the length of time that said dumpster may be used on said property. The Mayor and City Council of Cumberland is hereby authorized to set a fee for such permits by order.
- (b) Any person having placed a dumpster on public or private property shall be responsible, either in the event of the termination prior to the expiration of the permit or removal of the dumpster, to notify the director of administrative services of said action.
- (c) In the event of multiple users of the dumpster, a permit for each user shall be required to be obtained from the director of administrative services by the person placing said dumpster on public or private property.
- (d) Dumpsters used in the course of construction activity shall be governed by this section.
- (e) A dumpster used in the city shall meet the following standards:
 - (1) The dumpster shall be painted so as to be reasonably resistant to rust and corrosion.
 - (2) The name and telephone number of the dumpster owner shall be clearly painted on at least two (2) sides of the dumpster.
 - (3) Dumpsters less than twenty (20) cubic yards in size shall be capable of being closed on all sides, except when opened for deposit or servicing.
 - (4) Dumpsters greater than twenty (20) cubic yards in size shall be capable of being secured so as to prevent the spillage of refuse, waste or garbage from the container.
 - (5) No dumpster located within two hundred (200) feet of a residential property shall be serviced between the hours of 11:00 p.m. and 5:00 a.m.
- (f) Any dumpster used in the city shall be maintained and serviced with a frequency sufficient to prevent spillage from overflow, to prevent the buildup of offensive odors, and to prevent a public hazard. The responsibility for the maintenance and servicing of dumpsters shall rest with the user or renter of the dumpster. The maintenance of dumpsters shall include the clean-up and removal of all litter thrown or left on the dumpster premises to prevent litter from drifting or blowing onto adjacent premises.

- (g) All commercial garbage and/or trash containers or dumpsters located within the City of Cumberland on any part or portion of the public right-of-way, that is, sidewalk, pedestrian footpath, or roadway, shall be illuminated with flashing beacon lights affixed thereto, or in the absence of beacons, sheeted/affixed with high intensity reflectorized orange and silver construction or work zone sheeting pursuant to regulations specified by the director of public works. All dumpsters shall be illuminated or reflectorized twenty-four (24) hours daily. The director of public works shall cause to be printed and have available for inspection and distribution the regulations cited in this subsection concerning specifications for beacon illumination or reflectorized sheeting.
- (h) Any person who shall violate any provision of this section, or any provision of any rule or regulations adopted pursuant to authority granted by this section, shall be guilty of a municipal infraction punishable by a fine in the amount of five hundred dollars (\$500.00).
- (i) The provisions of this section shall be enforced by the director of public works.

(Ord. No. 3526, §§ 1—9, 5-31-05)

Appendix B.8 City of Cumberland Regulations

CITY OF CUMBERLAND
SOLID WASTE COLLECTION
Rules and Regulations

1. Containers shall be of a capacity not to exceed FORTY POUNDS in weight, and must have securely fitted lids. Paper or plastic garbage bags of suitable gauge and strength may be used in place of metal, rubber or plastic cans. When used, such bags must be securely fastened at the top. The number of bags per pickup is limited to eight (8) for residential customers, sixteen (16) for commercial customers (*1st tier*), and thirty (30) for commercial customers (*2nd tier*).
2. All ashes must be placed in suitable watertight, metal, rubber or plastic containers and not be in excess of FORTY POUNDS in weight. All ashes must be dry, cool enough for handling, and may not be mixed with garbage.
3. Oil drums, chemical containers, shortening cans, railroad spike cans, carbide cans, unsuitable plastic containers, kitchen and bathroom waste paper cans shall not be permitted for the disposal of garbage, ashes or rubbish.
4. All garbage and ash cans must have a handle that will extend down over the side of the can, or two suitable side handles, and must have securely fitted lids.
5. Place receptacles away from parked vehicles to insure pickup.
6. All boxes, brush, or similar items placed out for disposal must be cut down and/or folded to a length not to exceed forty-eight inches and must be tied and secured in suitable bundles before being placed at the curb. The weight of each bundle must not exceed FORTY POUNDS.
7. Magazines shall be tied and secured in bunches not to exceed FORTY POUNDS. Newspapers, if not recycled, shall also be tied and secured in bundles not to exceed FORTY POUNDS.
8. Collections will be made in accordance with the schedule mutually agreed upon by the City of Cumberland and the successful bidder.

SCHEDULE:

MONDAY AND THURSDAY: East Side, West Side

TUESDAY AND FRIDAY: South Cumberland

WEDNESDAY AND FRIDAY: Downtown

WEDNESDAY AND SATURDAY: North Cumberland

9. No garbage, ashes, refuse, etc., may be placed at the curb before dusk the day before collection, and empty containers must be removed prior to 6:00 p.m. on the day of collection.
10. The responsibility for picking up garbage, ashes or refuse scattered or littered about, as a result of upset cans, torn bags, etc., is that of the homeowner or property owner from whom such garbage, etc., is to be collected.

11. A penalty of Fifty Dollars (\$50.00) is prescribed for violating any of the rules and regulations pertaining to the disposal of garbage and other household refuse.
THERE ARE SEVERAL PENALTIES FOR THROWING OR DUMPING GARBAGE, ASHES, OR REFUSE IN OR UPON ANY PROPERTY IN THE CITY LIMITS.

12. Nothing is to be placed at the curb in cardboard boxes, as they tend to break up and deteriorate when wet.
13. Construction material, at the discretion of the City of Cumberland, should not be placed at the curb for pickup.
14. Rocks and dirt are not acceptable as yard waste and will not be picked up.

BULK ITEM PICKUP PROGRAM

SCHEDULING

To schedule a collection, please call the Public Works Office at 301-759-6620 between the hours of 8:00 a.m. and 3:00 p.m., Monday – Friday.

All collections must be scheduled by the 20th of each month for collection the following month.

FEES

Category 1: \$3.00 per item

Small chairs, tables, sinks, toilets, small televisions, and other items weighing under 50 pounds.

Category 2: \$6.00 per item

Mattresses, box springs, couches, carpeting, padding, large televisions dressers, cabinets, bathtubs, and other items weighing between 50 and 150 pounds.

Category 3: \$18.00 per item

White goods (stoves, refrigerators, washers, dryers, air conditioners, freezers, etc.)

Appendix C Bibliography

Soil Survey of Allegany County, Maryland, United States Department of Agriculture, Soil Conservation Service.

Allegany County Comprehensive Water and Sewerage Plan, 2017.

Allegany County Solid Waste Management Plan, February, 2015.

Institute for Local Self Reliance (1991), Beyond 40 Percent: Record Setting Recycling and Composting Programs, Island Press, Washington, DC, 280pp.

Skumatz, L. (1995), *Continued Growth for Variable Rates*, Biocycle, November 1995, pg 36-38.

O'Leary, P.R. and P.W. Walsh (1995), Decision Maker's Guide to Solid Waste Management, Volume II. EPA/600, USEPA, Washington DC, 348pp.

"Managing Residential Municipal Solid Waste: The Unit-pricing Approach", Resource Recycling, November 1993.

USEPA Pay-As-You-Throw (PAYT) Research

<http://www.epa.gov/waste/conserve/tools/payt/research.htm>

State of Maryland Recycling Directory

<http://www.mdrecycles.org/recyclingDirectory.php>

Appendix D Bylaws of the Solid Waste Management Board of Allegany County

ALLEGANY COUNTY SOLID WASTE MANAGEMENT BOARD
BYLAWS

August 6, 1997

Revised May 27, 1998

Revised September 21, 2000

Revised December 10, 2009

Revised April 12, 2012

Revised May 28, 2021

ARTICLE I

Name

The name of this Board shall be the Allegany County Solid Waste Management Board (hereafter referred to as the Board.)

ARTICLE II

Mission

The mission of this Board is to implement the Allegany County Solid Waste Management Plan (hereafter referred to as the Plan,) address solid waste issues, and provide guidance to the Allegany County Commissioners or other citizens and jurisdictionas appropriate in all matters of solid waste management.

ARTICLE III

Purpose

The purpose of this Board is to review solid waste management issues in Allegany County and to participate in planning for solid waste management by:

- Establishing a Board structure which emphasizes the Reduce/Reuse/Recycle/Compost/Landfill hierarchy for solid waste management as outlined in Chapter IV of the Plan;
- Prioritizing and implementing measurable program goals;
- Researching local, regional, state, national, and global trends and strategies related to solid waste management;
- Developing and recommending programs based on solid waste management research;
- Continually monitoring and evaluating the County's solid waste management programs in relationship to the Board established objectives;
- Facilitating public education of research findings and suggested programs, program outcomes and evaluations;

- Preparing updates of the County's Plan in accordance with Maryland Department of the Environment mandates, including other members as needed for this task;
- Serving as the Plan's advisory body, including additional members as needed, when the County next has need to site a landfill;
- Reviewing legislative requirements, demographic data, and the existing solid waste management system;
- Presenting periodic reports to the Allegany County Commissioners, and
- Performing other activities as needed.

ARTICLE IV Members

Section 1: The membership of this Board shall be fifteen (15) members.

Section 2: Appointed by the Allegany County Commissioners, Board members shall be chosen from residents, businesses, non-profits, and county and municipal governments of Allegany County with reference to "Decision Makers Guide to Solid Waste Management (EPA.530-SW-89-072). County residency is only required for Citizens-at-large.

Section 3: Representation and terms shall be as follows:

The following 6 entities shall have a permanent seat on the Board:

Allegany County Board of Education
Allegany County Government
Allegany County Health Department
Chamber of Commerce
City of Cumberland
City of Frostburg

Representatives of the following 8 groups shall serve 2-year terms on the Board with re-appointments to additional terms permitted. Each group shall have one

representative with the exception of citizens-at-large (2 representatives.)

Citizen Advocate Group
Citizens-at-large - Two (2) representatives
Environmental Group
Environmental/Technical
Institutional
Solid Waste Hauler/Recycler
Waste Industry
Industry

Section 4: Each representative shall identify one additional person to serve as the alternate in the absence of the primary representative. The alternate shall be appointed by the Allegany County Commissioners as described in Article IV, Section 2, and shall be afforded voting privileges when acting in a substitute capacity.

Section 5: An entity or group absent for three (3) consecutive meetings may have their representative and alternate replaced at the discretion of the Allegany County Commissioners.

Section 6: The County shall provide general staff support.

Section 7: The Allegany County Recycling Coordinator, or Designee, shall function as secretary to the Board.

Section 8: The members shall serve without compensation.

ARTICLE V Officers

Section 1: The officers of this Board shall be Chair and Vice-chair. These officers shall perform the duties prescribed in Article VII of these bylaws.

Section 2: The Chair and Vice-chair shall be elected by majority vote biennially (beginning 2010) at the January meeting and shall serve for two (2) years or until their successors have been elected. Officers shall be representatives described in article IV with

due consideration for conflicts of interest as discussed in Article IX.

Section 3: The duties of Secretary shall be performed by County government staff.

Section 4: In the event of resignation of the Chair, the Vice-chair shall assume the role of Chair for the remainder of the term and a special election will be held at the next Board meeting to elect a replacement Vice-chair. In the event of resignation of the Vice-chair, a special election will be held at the next Board meeting to elect a replacement Vice-chair.

Section 5: Four (4) months prior to the next regularly scheduled election, officers shall advise the Board if they intend to run for re-election.

ARTICLE VI Meetings

Section 1: The regular meetings of the Board shall be held quarterly, or more often, at the call from the Chair, at a time and place approved by a majority of the Board members.

Section 2: An annual meeting shall be held in January of each year and shall be used for election of officers, receiving reports, preparing the annual report, and presenting the budget request for the upcoming year (to the County Commissioners).

Section 3: Special meetings may be called by the Chair as needed. At least three (3) business days' notice shall be given.

Section 4: A simple majority of the Board shall constitute a quorum.

Section 5: In accordance with the State of Maryland "Open Meeting Act", all meetings shall be publicly announced and opened to the public.

Section 6: All meetings shall be conducted in accordance with the current edition of Robert's Rules of Order.

ARTICLE VII
Duties of Officers

Duties of Chair:

- Chairs and conducts all meetings of the Board; may establish ad hoc committees, and
- Appoints members and monitors committees assigned to address specific areas of concerns;
- Performs such other duties as designated by the Board.

Duties of Vice-chair:

- Acts in the absence of the Chair.

ARTICLE VIII
Committees

Section 1: Standing committees include (a) Reduce/Reuse, (b) Recycle/Compost, (c) Landfill/Transfer Station, and (d) Education and Public Relations.

Section 2: Other committees may be established as deemed appropriate by the Board.

ARTICLE IX
Conflicts of Interest

Section 1: When a member recognizes he/she has an obvious conflict of interest with an issue or item presented for discussion, the member shall be excused from the meeting during such discussion and/or refrain from voting on that issue, at the Chair's discretion and direction.

Section 2: Additional legal questions concerning conflicts of interest shall be referred to the Allegany County Attorney for advice and legal opinion.

ARTICLE X
Amendments

Page 6
Solid Waste Management Board Bylaws

Section 1: These bylaws may be amended at any meeting of the Board by two-thirds vote of the total membership. Any such amendment is not effective until ratified by the Allegany County Commissioners.

Section 2: The proposed amendment must be introduced and discussed at a prior meeting and a written copy of the proposed amendment must be sent to each member prior to the meeting at which it will be voted upon.

Appendix E

Reuse Directory

REDUCE

prevent waste



REUSE

better than recycling



The most effective way to reduce waste is to not create it in the first place, this is called source reduction. Making a new product requires a lot of materials and energy - raw materials must be extracted from the earth, and the product must be fabricated then transported to wherever it will be sold.

Taking steps to reduce, impedes an item's entry into the waste stream - to be recycled, composted, incinerated, landfills.

- ➊ Save money, buy less
- ➋ Avoid packaging
- ➌ Allow products to be used to their fullest extent



TALKING TRASH

Over the last few decades, the generation, recycling, composting ,and disposal of *MSW has changed substantially. While solid waste generation has increased, from 3.66 to 5.98 pounds per person per day between 1980 and 2014, the recycling rate has also increased from less than 10 percent of *MSW generated in 1980 to over 43.5 percent in 2015 in Maryland.

Source:

<http://mgaleg.maryland.gov/Pubs/LegisLegal/2017-Waste-Management.pdf>

*Municipal Solid Waste



REUSE

better than recycling



One person's trash is another person's treasure. Instead of discarding unwanted appliances, tools, or clothes, try selling or donating them. Not only will you be reducing waste, you'll be helping others. This [Reuse Directory](#) can help you locate where to donate and purchase good used items that would otherwise end up in the landfill.

- ➊ Prevent usable goods from going into landfills
- ➋ Helps your community and those in need
- ➌ Tax benefits may be available
- ➍ Remember, yard sales, pawn shops, classified ads, auctions, and antique stores are also good sources for buying or selling reusable items.

TRY THESE small STEPS!



- ➊ Buy used, its often less expensive
- ➋ Take a reusable mug to work
- ➌ Use rechargeable batteries
- ➍ Reuse bags, bottles, & jars
- ➎ Purchase refillable printer cartridges, pens, & pencils
- ➏ Use the back of one-sided copy paper as note pads or print duplex
- ➐ Buy reusable over disposable items
- ➑ Consider cloth diapers
- ➒ Use cloth napkins and silverware at meal times
- ➓ Take reusable bags to the market
- ➔ Purchase serviceable appliances
- ➕ Repair clothing & other items
- ➖ Stop the junk mail, be removed from mailing lists
- ➗ Reduce toxicity, use natural and/or homemade cleaning products
- ➘ Request electronic bills and statements
- ➙ Compost food waste in your backyard

RECYCLE

when you can



When you've done all you can do to avoid waste, recycle.

In Allegany County you can recycle: glass, alumini-um and steel cans, #1 & #2 plastic containers, cardboard, newspaper, magazines, office paper, tires, oil, antifreeze, yard waste, electronics, major appliances, plastic film (at retailers), and batteries.

- ➊ Choose products made from recycled materials they typically consumes less energy and conserves raw materials.

Special recycling events are held for tires, household hazardous waste, and electronics. Sign up for event notifications at alleganygov.org.

The Allegany County **Mulch & Yard Waste Recycling Site** on 11700 PPG Road, Cumberland, MD accepts grass, leaves, and limbs (no larger than 4" in diameter). **DO NOT DUMP** stumps, roots, rubble, demolition, railroad ties, pallets, plastic bags, or garbage. Free mulch may be removed at no charge, no guarantee on quality or quantity.

How do I get rid of this? Questions can be



directed to Allegany County
Recycling

301-777-5933 x 210 recycling@alleganygov.org

REUSE

DIRECTORY



ALLEGANY COUNTY, MARYLAND

www.alleganygov.org



Allegany County
Commissioners
and
Solid Waste
Management Board

December 2017

Printed on 30% Post-Consumer Recycled Paper



REUSE DIRECTORY

***** donations MUST be CLEAN, in GOOD condition, and in WORKING ORDER *****

accepted items	organization code	accepted items	organization code
Accessories (hats, gloves, etc.)	3,5,6,8,14,16	Garden Equipment, Landscape Tools, & Plant Containers	1,3,5,7
Antiques & Collectables	3,5,6,16	Hangers	16
Appliances (large - washers, dryers, refrigerators, stoves)	2,9,15	Holiday Decorations	6,7,16
Appliances (small, coffee pots, toasters, irons)	3,14,15,16	Household Items	3,5,6,14,16
Art Items (pictures, frames, pottery)	3,5,6,14,16	Linens	3,5,6,7,14,16
Art Supplies	3,8,16	Medical Equipment & Supplies	1,7,11
Baby Items (cribs, playpens, etc. - NO car seats)	3,16	Music (CD, Records) & Movies (DVD)	3,8,16
Bicycles	3,4,6	Musical Instruments	3,16
Books	3,5,15,16	Office Supplies & Equipment	1,3,7
Buckets	1,3,7,15,16	Packing Material (bubble wrap, air pillows, packing peanuts)	12,16,18
Building Materials	1,7,15	Paint	1,3,15,16
Cleaning Supplies	3,7,10,15,16,17,20	Paper Products (paper towels, toilet paper)	1,3,8,10,15,16,17,20
Clothing - Adult	3,6,14,16	Pet Supplies (food, kennels, carriers, litter boxes)	1,3,7,15
Clothing - Children's (preemie - teen)	3,6,9,13,14,16,19	Printer Cartridges	1
Computers, Electronics, & Copy Machines	1,7	School Supplies	9
Craft Supplies	3,8,9,16	Sewing Machines	3,4,16
Curtains & Rugs	5,6,7,14,16	Sports Equipment	3,16
Dishes	3,5,6,14,16	Stuffed Animals	1,3,6,7,16
Exercise Equipment	3,6,9	Toiletries	3,10,16,17
Eyeglasses	3,11	Tools	1,3,7
Food -Non-Perishable	10,16,20	Toys (games, puzzles, plastic toys)	3,6,7,16
Food - Perishable	20	Vehicles	1,6,7
Furniture	3,5,6,7,9,16	Video Games	3,8,16

Y Please call ahead to be sure your items are needed at the time of donation. Y

Organization Name	Telephone	Website	Notes
1 Allegany County Animal Shelter	301-777-5930	www.alleganyanimalshelter.com	
2 Archway Station	301-724-2582	archwaystation.net	
3 Barkin' Basement	301-777-0826	barkinbasementthriftshop.com	
4 Bikes for the World			Saturday before Memorial Day at Canal Place - small donation required
5 Funky Repurps and More	301-876-0790		Wanted unique & interesting decorative pieces; they are given a second life
6 Goodwill	301-729-9404	horizontogoodwill.org	
7 Heart Of The Earth Sanctuary and Rescue Inc.	240-727-6004	www.hotesanctuaryandrescue.com	
8 Hope Station	240-362-7168		
9 HRDC Head Start & Early Head Start	301-783-1730	alleganyhrdc.org	
10 Interfaith Food Panty Cumberland	301-777-7882		
11 LaVale Lion's Den	301-729-4166	www.lavalelions.com	
12 Mail Room	301-729-8622		
13 Our Lady of the Mountains Parish	301-777-1750	www.olmcumberland.org	ONLY children's clothing in very good condition and clean is accepted. Free Children's Clothing Room open every Wednesday morning.
14 Past Perfect	240-964-8051	www.wmhs.com/foundation/auxiliary.html	
15 Safe Shelter Inc.	301-478-3206		
16 Salvation Army	301-777-7600	www.salvationarmyusa.org	
17 St Paul's Lutheran Church	301-722-6604	www.stpaulscumberland.com	
18 UPS Store	301-724-4200		
19 Welsh Baptist Church	301-689-6332	www.welshbaptist.com	Free clothing available to the public on the first Thursday evening of the month, or by appt. Call to arrange for a drop-off or pick-up
20 Western Maryland Food Bank	301-722-2797	mdfoodbank.org	

If an organization or business would like inclusion in the next edition or is interested in being added, please request a questionnaire from the Recycling Office

Appendix F

Proposed Solid Waste Haulers Licensing Program

CONCEPTUAL OUTLINE FOR RECOMMENDED REFUSE COLLECTION/HAULER LICENSING PROGRAM

PURPOSE:

To protect the citizens and environment of Allegany County by ensuring refuse collectors/haulers are reputable and responsible business entities. The licensing procedure will also be a resource to residents wishing to contract for refuse collection and help curb abuse of the ten-bag limit currently in effect for residential trash at the County's refuse disposal box sites.

PROGRAM OUTLINE:

(1) No person or company shall engage in the business of collecting or hauling garbage, municipal waste, recyclables or other refuse from sites within the County without first procuring a license to do so through the Allegany County Department of Public Works.

(2) Allegany County shall prepare and make available to all haulers an application form for vehicle license. The application shall require payment of a nominal fee and include the following information:

- a. Company Name
- b. Year Company Formed
- c. President Name
- d. Contact Information (Office #, Cell #, Fax #)
- e. Mailing Address
- f. Business Hours
- g. Number of Employees
- h. Number of Vehicles Used for Hauling
- i. VIN Number(s)
- j. Registration Number(s)
- k. Payment Methods and Rates
- l. Tax ID Number
- m. Bonded/Registered
- n. Workmen's Compensation Information (Coverage must include all employees entering private property.)
- o. Vehicle Insurance (Coverage must be at a commercial rate to cover minimum commercial requirements for refuse facilities.)

(3) Any changes in the information listed above must be reported to the County in writing within 30 days of change.

(4) Any licensed hauler who violates any provisions of this Article shall be subject to a penalty (amount to be determined).

Appendix G

FY 2019 Program Costs

Allegany County Solid Waste Disposal

FY 2019

July 1 2018- June 30, 2019

	Oldtown Refuse Site	Flintstone Refuse Site	Little Orleans Refuse Site	Mountainview Drop-Off Site	Total	%
X Hauls	135	90	31	969	1225	
Refuse Box						
MSW (tons)	545.68	290.48	113.76	2,260.40	3,210.32	
Average tons/haul	4.04	3.23	3.67	2.33	3.32	
% of County MSW	17.0%	9.0%	3.5%	70.4%		
			\$ 5,838.16			
Cost per Haul	\$ 146.90	\$ 146.90	\$ 183.68	\$ 39.10		
Total Hauling Costs	\$ 19,831.50	\$ 13,221.00	\$ 5,694.08	\$ 37,887.90	\$ 76,634.48	22%
Landfill Fees @ \$51 / ton	\$ 27,829.68	\$ 14,814.48	\$ 5,801.76	\$ 115,280.40	\$ 163,726.32	46%
Costs				\$ 5,684.10		2%
Personnel	\$ 13,582.40	\$ 13,582.40	\$ 6,791.20	\$ 33,955.99	\$ 67,911.98	19%
Site Rental	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00	1%
Communications	\$ 560.29	\$ 565.80	\$ 200.00	\$ 606.45	\$ 1,932.54	1%
Closed Landfill Testing	\$ -	\$ -	\$ -	\$ -	\$ 17,998.60	5%
Property Maint	\$ 493.16	\$ 493.16	\$ 246.58	\$ 1,232.90	\$ 2,465.79	1%
Utilities	\$ 185.84	\$ 185.84	\$ 92.92	\$ -	\$ 464.61	0%
Other Shared Costs	\$ 2,407.38	\$ 1,281.51	\$ 501.88	\$ 9,972.23	\$ 14,163.00	4%
Total Cost	\$ 68,637.15	\$ 44,291.09	\$ 19,512.10	\$ 198,974.96	\$ 354,581.42	100%
Cost/Ton	\$ 125.78	\$ 152.48	\$ 171.52	\$ 88.03	\$ 110.45	
Cost/Ton FY 2015	\$ 148.10	\$ 161.90	\$ 208.31	\$ 94.23	\$ 112.39	
NET						
Sticker Sale Revenue	\$ (42,874.23)	\$ (22,823.10)	\$ (8,938.16)	\$ (177,600.27)	\$ (252,235.75)	
Cost	\$ 25,762.92	\$ 21,468.00	\$ 10,573.94	\$ 21,374.70	\$ 102,345.67	
Cost/Ton	\$ 47.21	\$ 73.91	\$ 92.95	\$ 9.46	\$ 31.88	
NET						
Cost FY 2015	\$ 45,089.71	\$ 30,308.06	\$ 17,576.49	\$ 94,778.31	\$ 187,550.97	
Cost/Ton 2015	\$ 95.70	\$ 109.50	\$ 155.92	\$ 41.83	\$ 59.99	
NET						
Cost FY 2017	\$ 45,038.85	\$ 32,044.70	\$ 17,452.07	\$ 71,186.20	\$ 171,061.03	
Cost/Ton 2017	\$ 89.70	\$ 107.67	\$ 131.76	\$ 29.95	\$ 51.70	
Per Bag						
1 Tag = 40 gal bag or 40 lbs.						
40lbs	0.02	0.02	0.02	0.02	0.02	
~ Bags / Box	202	161	183	117	166	\$ 2.69
Cost per Haul	\$ 508.42	\$ 492.12	\$ 629.42	\$ 205.34	\$ 289.45	
County Cost/ Bag	\$ 2.52	\$ 3.05	\$ 3.43	\$ 1.76	\$ 1.74	
Subsidy per Bag -\$1	\$ 1.52	\$ 2.05	\$ 2.43	\$ 0.76	\$ 0.74	
	Oldtown Refuse Site	Flintstone Refuse Site	Little Orleans Refuse Site	Mountainview Drop-Off Site	Total	
Tag Fee Increase						
	Jan-17	\$ 0.75 to \$1.00				
	January 2012	\$ 0.50 to \$0.75				
	May 2002	\$ 0.25 to \$0.50				
	February 1998	enacted \$0.25				

Allegany County Recycling

FY 2019

July 1 2018- June 30, 2019

	All Recycling Sites	Mulch Site	Total	%
Hauls	Recycling Boxes	110	110	
	Tires	16	16	
	Tons Recycled	855.0	2,300.0	3,155.0
<hr/>				
Costs	Bin Rental	\$ 13,756.07	\$ -	\$ 13,756.07 7%
	Total Hauling Costs	\$ 15,799.53	\$ -	\$ 15,799.53 8%
	Personnel	\$ 114,133.90	\$ -	\$ 114,133.90 58%
	Mulch Grinding	\$ 20,400.00	\$ 20,400.00	10%
	Other Shared Costs	\$ 25,252.73	\$ -	\$ 25,252.73 13%
	Tire Recycling	\$ 7,500.00	\$ -	\$ 7,500.00 4%
	Tire Event Costs	\$ 16,686.27	\$ -	\$ 16,686.27 8%
	Total Cost	\$ 193,128.50	\$ 20,400.00	\$ 196,842.23 100%
	% of Total Cost	98.1%	10.4%	
	Cost/Ton	\$ 225.87	\$ 8.87	\$ 62.39
<hr/>				
Revenue	Recycling Fee	\$ (142,124.73)	\$ (142,124.73)	88%
	Recycling Revenue	\$ (16,128.78)	\$ (2,345.00)	\$ (18,473.78) 12%
	Tire Event Revenue	\$ (10,278.80)	\$ -	\$ (10,278.80) 6%
	Mis Revenue	\$ (4,672.01)	\$ -	\$ (4,672.01) 3%
	Total Revenue	\$ (158,253.51)	\$ (2,345.00)	\$ (160,598.51) 100%
<hr/>				
NET	Cost	\$ 34,874.99	\$ 18,055.00	\$ 36,243.72
	Cost/Ton	\$ 40.79	\$ 7.85	\$ 11.49
	Cost FY 2015	\$ 547.85	\$ 5,235.88	\$ 5,783.73
	Cost/Ton FY 2015	\$ 0.45	\$ 2.28	\$ 1.65
	Cost FY 2017	\$ (8,790.08)	\$ 3,795.00	\$ (4,995.08)
	Cost/Ton FY 2017	\$ (12.03)	\$ 1.65	\$ (1.65)

Appendix H Solid Waste Disposal and Recycling Chronology

1975	• First Solid Waste Management Plan is adopted.
1980	• Updated Solid Waste Management Plan is adopted as part of Comprehensive Water and Sewer Plan.
1986	• Allegany County issues RFP to build and operate a landfill. Chambers Development of Pittsburgh is selected.
1987	• Allegany County signs contract with Chambers Development (aka Chambers of Maryland) to handle County and other solid waste for 20 years (1992 – 2012) at a total not to exceed 125,000 tons/year at an initial cost of \$30/ton.
1988	• Maryland Recycling Act is established.
1990	• Recycling Plan for Allegany County is prepared per State requirements.
1991	• County Mulch and Yard Waste Site is established near Cresaptown. • Special committee is formed to prepare 1992 Solid Waste Management Plan.
1992	• Chambers of Maryland opens Mountainview Landfill. • County closes Vale Summit and Westernport Landfills (both in operation since 1970.) • Recycling fee of \$1.00/ton is established for County trash entering Mountainview Landfill. • Updated Solid Waste Management Plan is adopted.
1993	• Permit is issued for Rubble Landfill near Cresaptown to be used for demolition at future prison site.
1994	• Synthetic cap is installed on Vale Summit Landfill. • Maryland enacts 15% recycling goal for Allegany County. • First Household Hazardous Waste drop-off event is held.
1995	• Household hazardous waste drop-off event is held.
1996	• Allegany County Solid Waste Management Board is established. • Household hazardous waste drop-off event is held. • Updated Solid Waste Management Plan is adopted.
1998	• First Pay-as-You-Throw (PAYT) sticker fee of \$0.50/bag is established for waste deposited at public drop-off sites. • First scrap tire drop-off event is held. • Household hazardous waste drop-off event is held.
1999	• Scrap tire drop-off event is held.
2000	• Solid Waste Management Plan is adopted. • The recycling fee is increased to \$1.50/ton. • Household hazardous waste drop-off event is held. • Scrap tire drop-off event is held. • Gas monitoring programs are established at closed Vale Summit and Westernport Landfills.
2001	• Penn-Mar Recycling Center opens in Cumberland under contract with Allegany County. • Amcelle Rubble Landfill ownership is transferred from Allegany County to State of Maryland.
2002	• Allegany County recycling rate exceeds 25% for the first time. • Household hazardous waste drop-off event is held. • Scrap tire drop-off event is held. • First e-cycling drop-off event is held.
2003	• Synthetic cap installed is on Westernport Landfill. • E-cycling drop-off event is held.
2004	• Revised Solid Waste Management Plan is adopted. • Household hazardous waste drop-off event is held. • Scrap tire drop-off event is held. • E-cycling drop-off event is held.
2005	• Mulch and Yard Waste Site is moved to Mexico Farms. • E-cycling drop-off event is held.
2006	• Household hazardous waste drop-off event is held.

	<ul style="list-style-type: none"> Scrap tire drop-off event is held. E-cycling drop-off event is held.
2007	<ul style="list-style-type: none"> Howell Trucking opens Transfer Station near Cresaptown. Collected waste is hauled to Mostoller Landfill in Somerset, PA. E-cycling drop-off event is held.
2008	<ul style="list-style-type: none"> Allegany County signs contract with Waste Management to extend use of Mountainview Landfill from 2013 – 2033. Household hazardous waste drop-off event is held. Scrap tire drop-off event is held. E-cycling drop-off event is held.
2009	<ul style="list-style-type: none"> Maryland enacts a public school recycling requirement Advanced Disposal acquires Howell Trucking and its Transfer Station. E-cycling drop-off event is held. Scrap tire drop-off event is held.
2010	<ul style="list-style-type: none"> Revised Solid Waste Management Plan is adopted. Synthetic cap is placed on Amcelle Rubble Landfill by the State of Maryland. E-cycling drop-off event is held. Scrap tire drop-off event is held.
2011	<ul style="list-style-type: none"> E-cycling drop-off event is held.
2012	<ul style="list-style-type: none"> MRA is updated to require 25% recycling rate for Allegany County. PAYT sticker fee is increased to \$0.75/bag. Maryland enacts an apartment and condominium recycling requirement. E-cycling drop-off event is held.
2013	<ul style="list-style-type: none"> Host fee of \$1.00/ton is established on all out-of-County waste disposed of in Mountainview Landfill. E-cycling drop-off event is held. Scrap tire drop-off event is held.
2014	<ul style="list-style-type: none"> City of Cumberland begins curbside recycling. Allegany County recycling rate exceeds 40% for the first time.
2015	<ul style="list-style-type: none"> Maryland enacts Special Events recycling requirement. Revised Solid Waste Management Plan adopted. E-cycling drop-off event is held. Household hazardous waste drop-off event is held.
2016	<ul style="list-style-type: none"> E-cycling collection event is held.
2017	<ul style="list-style-type: none"> PAYT sticker fee is increased to \$1.00/bag. E-cycling drop-off event is held. Household hazardous waste drop-off event is held.
2018	<ul style="list-style-type: none"> Scrap tire drop-off event is held.
2019	<ul style="list-style-type: none"> Waste Management advises Allegany County that they plan to close Mountainview Landfill in early 2022 because it is too costly to expand for the volume of waste it receives. Too Toxic to Trash (HHW) drop-off event is held.
2020	<ul style="list-style-type: none"> Waste Management and Advanced Disposal merge. Mountainview Landfill is transferred to Green for Life to operate until 2022 and then close. Allegany County signs contracts with: <ul style="list-style-type: none"> a) Green for Life to operate Mountainview Landfill until 2022 and grant use of public drop-off area until end of Post Closure Care period (approximately 2052.) b) Waste Management to provide Transfer Station facility near Cresaptown to collect Allegany County waste and transport it to Mostoller Landfill near Somerset, PA for disposal until 2035.
2021	<ul style="list-style-type: none"> Green for Life sold Mountainview Landfill and other western PA landfills to Noble Environmental. Noble will assume the GFL contract with Allegany County and has expressed interest in expanding Mountainview Landfill. Too Toxic to Trash (HHW) drop-off event is held.

2022	<ul style="list-style-type: none">• New, improved Solid Waste and Recycling site opened at County Roads Garage in Oldtown to replace the former Oldtown site (January 26, 2022.)• <i>Solid Waste Management Plan is adopted.</i>• <i>New, improved Solid Waste and Recycling site opened at County Roads Garage on MV Smith Road in Flintstone to replace the former Flintstone and Little Orleans sites.</i>
-------------	---