SOLID WASTE MANAGEMENT PLAN

Revised 2/2011 for the 2011-2021 Planning Period
# ALLEGANY COUNTY
## SOLID WASTE MANAGEMENT PLAN
### 2011-2021 PLANNING PERIOD

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<tr>
<td>City of Frostburg, MD</td>
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</tr>
<tr>
<td>Note that these ordinances were current at the time of publication and is provided for information only. For current ordinance information, contact the municipality directly.</td>
<td></td>
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Resolution No. 11-9

WHEREAS, the County Commissioners of Allegany County, Maryland, are required by Act of Legislature of the State of Maryland to prepare and update a Solid Waste Management Plan in accordance with Title 9, Subtitle 5, of the Environment Article of the Annotated Code of Maryland; and

WHEREAS, the County Commissioners of Allegany County did previously cause an update of the Solid Waste Management Plan to be prepared and subjected to public hearing and subsequently adopted by appropriate action of the County Commissioners of Allegany County on April 23rd, 2004; and

WHEREAS, the County Commissioners of Allegany County desire to revise and update said Solid Waste Management Plan; and

WHEREAS, the County Commissioners of Allegany County did in accordance with the prescribed procedures advertise and hold a public hearing to revise said Plan on September 23rd, 2010.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED that the County Commissioners of Allegany County in accordance with the requirements of Title 9, Subtitle 5, Environment Article of the Annotated Code of Maryland, by proper motion and second in public meeting on March 24th, 2011 do hereby adopt the 2011 Revision of the Solid Waste Management Plan and direct that copies of this Resolution and copies of the 2011 Revision of the Solid Waste Management Plan be made a part of the minutes of their regular meeting on March 24th, 2011.

ADOPTED by the County Commissioners of Allegany County, Maryland on March 24th, 2011.

COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MD

Michael W. McKay, President

Creede V. Brodie, Commissioner

William R. Valentine, Commissioner

ATTEST:

Cathy Blank, Clerk
Insert Maryland Department of the Environment approval here.
ALLEGANY COUNTY SOLID WASTE MANAGEMENT PLAN

FOREWORD

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 and their designated alternates are listed at the end of this Foreword.

The Solid Waste Management Board participated in preparation of the 2000, 2004, and 2010 Updates as part of the Board’s regular monthly meetings. The 2010 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.
A synopsis of key issues as presented to the County Commissioners follows:

A. 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.

B. Items Added or Changed
   1. Recommend expansion of Mountainview landfill when the current active cell is completed (estimated 2016) over the construction of a new landfill or solid waste transfer station as discussed in Analysis of Future Solid Waste Disposal Options, prepared by ACDPW in October 2007. This resulted in Allegany County entering into a 20 year contract with Mountainview landfill for the period 2013-2033.
   2. The goal of 25% recycling by the Year 2000 was met in 2002. Allegany County is currently recycling approximately 30% of waste.

C. Key Recommendations
   1. The $0.50 per bag fee for use of the residential refuse disposal sites should be increased as it offsets only about 33% of the $412k current (FY 2009) annual cost to provide this service.
   2. A consolidation of recycling collection sites should be considered to collect a more comprehensive suite of materials at each site, better secure sites to minimize contamination and theft, and maximize availability and participation.
3. Allegany County should establish a satellite composting site for yard waste at Mountainview landfill.

4. In the absence of state grant funding, Allegany County should sponsor annual or biennial fee-based citizen scrap tire collections.

5. As waste is currently being exported from the County for out-of-County disposal, the County Commissioners should pass local legislation requiring that a recycling fee be collected on all non-recycled, disposal bound waste generated in Allegany County regardless of the location of the facility in which it is ultimately disposed.

6. Beginning in 2013, the per ton “host fee” that Allegany County will collect on out of county waste landfilled in Mountainview landfill should be applied to the County’s recycling program.

7. The County should implement a licensing procedure with minimum qualifications for collectors/haulers of commercial and municipal solid waste and recyclables in Allegany County.

8. 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 activities planned for the development.
b. Requirement that all new commercial and industrial development include 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 committee members for their dedication, effectiveness and cooperation in preparing this Update. Their voluntary work was thorough and professional. I would also acknowledge the participation and assistance of Allegany County Recycling Coordinator Terry A. Bennett.

Respectfully submitted,

Agnes Yount, Chair
Allegany County Solid Waste Management Board
# Allegany County Solid Waste Management Board Membership

## February 2011

<table>
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<tr>
<th>Representing</th>
<th>Member</th>
<th>Alternate</th>
</tr>
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<tbody>
<tr>
<td>Allegany County Board of Education</td>
<td>Wally High</td>
<td>Larry Lancaster</td>
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<td>Allegany County Government</td>
<td>Brian McCormick</td>
<td></td>
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<tr>
<td>Allegany County Health Department</td>
<td>Brian Dicken</td>
<td>Julie Kennell</td>
</tr>
<tr>
<td>Chamber of Commerce</td>
<td>Mark Widmyer</td>
<td></td>
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<tr>
<td>City of Cumberland</td>
<td>Raquel Ketterman</td>
<td>John Chapman</td>
</tr>
<tr>
<td>City of Frostburg</td>
<td>Tina Llewellyn</td>
<td></td>
</tr>
<tr>
<td>Citizen Advocate Group (2yr term)</td>
<td>Larry Crossland</td>
<td>Sam Thrasher</td>
</tr>
<tr>
<td>Citizen at Large (2yr term)</td>
<td>Agnes Yount</td>
<td>Debbie Weisenmiller</td>
</tr>
<tr>
<td>Citizen at Large (2yr term)</td>
<td>Alma Brown</td>
<td>Ron Hawk</td>
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<tr>
<td>Environmental Group (2yr term)</td>
<td>Woody Getz</td>
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<td>Environmental Technical (2yr term)</td>
<td>Roy Weitzell</td>
<td>William Landesman</td>
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<tr>
<td>Institutional (2yr term)</td>
<td>Robert Boyce</td>
<td>Lawrence Gingerich</td>
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<tr>
<td>Solid Waste Hauler / Recycler (2yr term)</td>
<td>Brian Howell</td>
<td>Chris Howell</td>
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<tr>
<td>Waste Industry (2yr term)</td>
<td>Rick Miller</td>
<td>John Wardzinski</td>
</tr>
<tr>
<td>Construction Industry (2yr term)</td>
<td>Lynette Huff</td>
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</table>
CHAPTER I

GOAL AND OBJECTIVES
ALLEGANY COUNTY
SOLID WASTE MANAGEMENT PLAN
CHAPTER I

(1) GOAL AND OBJECTIVES

The overall goal in the development of Allegany County's comprehensive Solid Waste Management Plan continues to be 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 environment quality are protected. The County’s plan acknowledges that a valid contract exists between Allegany County and Mountainview Landfill, Inc. of Frostburg, Maryland, a wholly owned subsidiary of Waste Management, Inc., Houston, Texas (see Appendix A) for construction and operation of a landfill for a period of twenty years commencing with the permitting and initial acceptance of waste on February 3, 1992. The contract provides Mountainview Landfill, Inc. (formerly Chambers of Maryland, Inc.) up to 125,000 tons per year of acceptable capacity and we expect that this agreement will meet Allegany County's needs through the life of the contract, which will expire February 1st, 2013. The County has entered a second agreement with Mountainview Landfill, Inc. for the period from February 1st, 2013 to February 1st, 2033 to provide for the continued proper disposal of nonhazardous waste at the landfill site. The maximum landfilling of municipal and special wastes in this County will be as follows:

<table>
<thead>
<tr>
<th>Calendar years</th>
<th>Tons per year</th>
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<tbody>
<tr>
<td>2013-2017</td>
<td>135,000</td>
</tr>
<tr>
<td>2018-2022</td>
<td>145,000</td>
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<tr>
<td>2023-2027</td>
<td>155,000</td>
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<tr>
<td>2028-2032</td>
<td>165,000</td>
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<tr>
<td>Partial year 2033 (Jan 1-Feb 1)</td>
<td>13,750</td>
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We expect that this agreement will meet Allegany County’s needs through the life of the contract which expires February 1st, 2033.

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

(a) 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.

(b) Accommodate existing and anticipated future residential, industrial and commercial development in the County.
(c) 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, anti-freeze, junk vehicles, batteries, e-waste (electronics), construction materials, medical wastes, agricultural chemicals and toxics.

(d) Under the Reduce, Reuse, Recycle, Compost and Landfill hierarchy, the County should maximize the recovery and utilization of both material and energy resources contained in the solid waste stream. The State's mandated goal of 15% recycling has been achieved and Allegany County’s 25% goal has also been reached. Where economically feasible, the County should adopt, in cooperation with municipalities and local solid waste hauling and recycling contractors, a recycling program geared toward maintaining and improving on 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.

(e) 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.

(f) Effectively serve existing and future land uses within the County and promote implementation of sound land use planning concepts and zoning practices.

(g) Encourage qualified area contractors to provide solid waste management services incorporating variable rate pricing and provision(s) of recycling services.

(h) Establish target dates for major solid waste decisions, including the opening and closing of future solid waste handling and disposal facilities.

(i) Investigate the feasibility of single stream collection of recyclables and curbside collection including consideration of economics, participation, and quality of collected materials.

(j) Continue to foster discussion with surrounding jurisdictions regarding solid waste management.

(k) Establish a second compost site for the collection and
processing of yard waste in the western region of the County if constructing, permitting, and operating such a site is economically feasible.

(1) Target construction and demolition waste for recycling to better support the LEED building process.

POLICIES FOR IMPLEMENTATION

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

(2) COUNTY GOVERNMENT STRUCTURE

See Table I-1

(3) 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 (MSWLFs) became effective. These regulations, among other things, established requirements for composite liner systems in MSWLFs, 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:

(a) The County should 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.

(b) Hours for accepting waste at municipal waste landfills in Allegany County should be limited 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, except that 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.

(c) Truck parking on public roadways providing access to solid waste handling or disposal facilities should be prohibited during those hours when the facility is not in operation.

(d) The disposal of yard waste at any County landfill should be prohibited, unless there is no alternate disposal available in the County.
APPENDIX

List of contact persons responsible for solid waste management in neighboring jurisdictions.

Garrett County, Maryland
F. Gary Mullich (301) 334-1928
Director of General Services
Old Courthouse; Room 105
313 E. Alder Street
Oakland, MD 21550

Washington County, Maryland
Cliff Engle (240) 313-2790
Deputy Director of Solid Waste
12630 Earth Care Road
Hagerstown, MD 21740

West Virginia Region 8
Jeff Slack (304) 257-2644
Director of Solid Waste
(Region 8)
P.O. Box 116
Petersburg, WV 26847

Bedford County, Pennsylvania
Regina Miller (814) 623-8099
Recycling Coordinator
702 West Pitt Street
Suite 3 & 4
Bedford, PA 15522

Jeff Kloss (814) 623-4827
Planning Director
203 South Juliana Street
Bedford, PA 15522

Somerset County, Pennsylvania
John Peters (814) 445-1544
Recycling/Solid Waste Coordinator
300 North Center Avenue
Suite 540
Somerset, PA 15501
CHAPTER II

COUNTY PLANNING DATA AND REGULATIONS
(1) POPULATION DATA AND PROJECTIONS

Allegany County population is forecast to remain relatively constant throughout the planning period and into the future (Table II-1). Data for years 2000 and 2010 are taken from US Census data and interpolated to 2008 for consistency with the 2008 waste generation data used in this plan.

Beginning in 2007, the County initiated a watershed-based planning process which is further discussed in section 4. This new initiative resulted in the modification of planning geography within the County. The location and boundaries of the nine (9) (Watershed-based) Planning Regions are displayed in Figure II-2. Table II-2 begins with 2000 and forecasts County population totals for each of the nine (9) (Watershed-based) Planning Regions through 2040 in five-year increments.

(2) LOCATION OF MUNICIPALITIES AND FEDERAL FACILITIES

Figure II-3 identifies the location of all municipalities within Allegany County, as well as the two principal Federal facilities. (This map does not include small Federal entities such as post offices, etc.)

(3) ALLEGANY COUNTY ZONING REQUIREMENTS

(a) This plan shall not be used to create or enforce local land use and zoning requirements.

(b) The current Allegany County Zoning Ordinance was revised to reflect the information contained in the 2002 Comprehensive Plan Update. This Code was adopted by the County Commissioners on November 25, 2002. Since that time, there have been no significant amendments or revisions to the County Zoning Code. A major update is currently underway and is tentatively scheduled for adoption in 2011. No alterations to existing provisions relating to Solid Waste Management Activities are anticipated or expected.
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 District. 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 include: Urban Districts ("R" - Residential, "B-1" - Neighborhood Business, "B-2" - Major Business, "I" - Industrial, "G-1" - General Residential, and "G-2" - General Urban); and Nonurban Districts ("A" - Agriculture and Forestry, and "C" - Conservation). The Zoning Code that is currently under development will incorporate a similar structure, although nomenclature and labels are likely to change. In all likelihood, Solid Waste Management Activities will continue to be a permitted use in all districts except residential districts.

(4) ALLEGANY COUNTY LAND USE PLAN

(a) 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 2002 Comprehensive Plan Update. That plan includes segments on Land Use, Housing, Transportation and Community Facilities. The plan refers to the County Master Plan for Solid Waste and relies on this document to present detailed information pertaining to the provision of solid waste services.

(b) The Allegany County Office of Comprehensive Planning is currently in the process of developing twelve individual, small-area plans based upon watershed alignments. These twelve plans will serve, collectively, as the County’s Comprehensive Plan. Initiated in late 2007, this watershed planning initiative will ultimately see 12 regional plans developed and implemented over the next 3-4 years. Collectively, these 12 regional plans will comprise the Allegany County Comprehensive Plan.

This approach will incorporate greater detail and more individualized analyses, allowing staff and the
Planning Commission to more fully address the unique aspects of various regions of the County. The watershed approach will facilitate the integration of several interagency processes, thus promoting effectiveness and efficiency. This, coupled with the utilization of cutting-edge mapping, graphics and analytical techniques will help the County to proactively deal with water resources-related issues such as: water supply, wastewater treatment, conveyance, capacities, water quality, clarity, flooding, sedimentation, and Stormwater, as well as other planning and land use considerations.

Finally, in recognition of the critical role of public involvement, these small-area plans will foster a sense of “neighborhood planning”. This will promote a greater volume of stakeholder dialogue and more diverse viewpoints. Since 2007, staff and the Planning Commission have hosted thirteen public meetings. The attendance and degree of stakeholder involvement has been gratifying and clearly shows that the regional planning approach has stimulated public participation and enhanced citizen support.

Each regional plan will consist of 12 Elements. These Elements include: Housing, Economic Development, Land Use (which is comprised of “Existing Land Use” and “Future Land Use”), Transportation, Public Facilities, Mineral Resources, Recreation, Cultural Resources, Water Resources, Agriculture, Forestry & Natural Resources, Sensitive Areas Protection, and Implementation.

The first of the 12 comprehensive plans (the LaVale Region Plan) has been Approved and Adopted, and is currently in the Implementation Phase. The current County plan development strategy involves moving outward from the areas covered by the LaVale Region Plan: specifically, the Winchester-Warrior Run Planning Region, the Middle North Branch Planning Area, the Bowling Green-Potomac Park Planning Area, and the Upper Potomac Planning Region (to the south) and the Braddock Headwaters Planning Area, and the George’s Creek Planning Region (to the west). All of these Plans are currently under development and are nearing completion.
The draft George’s Creek Plan was recently accepted by the Planning Commission and is tentatively scheduled for adoption in December 2010. The draft Winchester-Warrior Run, the draft Middle North Branch, and the draft Bowling Green-Potomac Park Plans are under review and are slated for Planning Commission acceptance in October/November 2010; County Commissioner adoption is expected in early 2011. The Wills Creek Region and the Jennings Region Plans were initiated in the Spring of 2009 are at the approximate mid-point of their development. The planning process for the Evitts Planning Region commenced in the Spring of 2010 and kick-off meetings were held in June 2010 for the last two remaining areas: the Flintstone-Oldtown Planning Region and the Eastern Planning Region. The entire process will be complete in mid-2012.

(c) Table II-3 displays existing land use data as of 2010. No significant changes have occurred since that time.
Table II-1: County Population Forecast

<table>
<thead>
<tr>
<th>YEAR</th>
<th>TOTAL POPULATION</th>
<th>ABSOLUTE CHANGE</th>
<th>PERCENT CHANGE</th>
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<tbody>
<tr>
<td>2000</td>
<td>74,930</td>
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</tr>
<tr>
<td>2008</td>
<td>75,055</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2010</td>
<td>75,087</td>
<td>157</td>
<td>0.21% *(2000-2010)</td>
</tr>
<tr>
<td>2015</td>
<td>76,445</td>
<td>1,358</td>
<td>1.81%</td>
</tr>
<tr>
<td>2020</td>
<td>77,447</td>
<td>1,002</td>
<td>1.31%</td>
</tr>
<tr>
<td>2025</td>
<td>78,028</td>
<td>581</td>
<td>0.75%</td>
</tr>
<tr>
<td>2030</td>
<td>77,849</td>
<td>-179</td>
<td>-0.23%</td>
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<tr>
<td>2035</td>
<td>77,948</td>
<td>99</td>
<td>0.13%</td>
</tr>
<tr>
<td>2040</td>
<td>77,586</td>
<td>-362</td>
<td>-0.46%</td>
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At the time of publication, the only 2010 census data available was the county total population. 2000 and 2010 census data were interpolated to estimate 2008 population. 2010 population by region is estimated.

Table II-2: Population Forecast by Region

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<tr>
<td>Georges Creek</td>
<td>16,216</td>
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<td>16,220</td>
<td>15,456</td>
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<td>15,486</td>
<td>15,346</td>
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<td>Braddock</td>
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<td>Upper Potomac</td>
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<td>Wills</td>
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<td>Evitts</td>
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<td>17,754</td>
<td>17,637</td>
<td>17,436</td>
<td>17,198</td>
<td>17,071</td>
<td>16,872</td>
</tr>
<tr>
<td>Flintstone-Oldtown</td>
<td>5,793</td>
<td>5,801</td>
<td>5,804</td>
<td>5,719</td>
<td>5,762</td>
<td>5,752</td>
<td>5,765</td>
<td>5,780</td>
<td>5,835</td>
</tr>
<tr>
<td>Eastern</td>
<td>1,334</td>
<td>1,337</td>
<td>1,340</td>
<td>1,707</td>
<td>2,034</td>
<td>2,187</td>
<td>2,297</td>
<td>2,408</td>
<td>2,517</td>
</tr>
</tbody>
</table>

TOTAL: 74,930 75,055 75,087 76,445 77,447 78,028 77,849 77,948 77,586
### Table II-3: Existing Land Use

<table>
<thead>
<tr>
<th>Land Use Category</th>
<th>Georges Creek Acres</th>
<th>Braddock Acres</th>
<th>Upper Potomac Acres</th>
<th>Middle Potomac Acres</th>
<th>Jennings Acres</th>
<th>Wills Acres</th>
<th>Evitts Acres</th>
<th>Flintstone-Oldtown Acres</th>
<th>Eastern Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Urban Land</td>
<td>288</td>
<td>24</td>
<td>313</td>
<td>72</td>
<td>106</td>
<td>104</td>
<td>416</td>
<td>58</td>
<td>69</td>
</tr>
<tr>
<td>Residential</td>
<td>3996</td>
<td>2865</td>
<td>2517</td>
<td>1810</td>
<td>1772</td>
<td>1710</td>
<td>4080</td>
<td>6746</td>
<td>3142</td>
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<tr>
<td>Industrial</td>
<td>197</td>
<td>507</td>
<td>146</td>
<td>110</td>
<td>43</td>
<td>127</td>
<td>267</td>
<td>256</td>
<td>0</td>
</tr>
<tr>
<td>Rights-of-Way</td>
<td>1309</td>
<td>760</td>
<td>588</td>
<td>668</td>
<td>244</td>
<td>412</td>
<td>1948</td>
<td>2566</td>
<td>4945</td>
</tr>
<tr>
<td>Commercial</td>
<td>177</td>
<td>310</td>
<td>153</td>
<td>209</td>
<td>27</td>
<td>115</td>
<td>258</td>
<td>18</td>
<td>12</td>
</tr>
<tr>
<td>Office/Professional</td>
<td>19</td>
<td>19</td>
<td>7</td>
<td>18</td>
<td>2</td>
<td>10</td>
<td>47</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Institutional</td>
<td>354</td>
<td>234</td>
<td>80</td>
<td>476</td>
<td>70</td>
<td>225</td>
<td>3149</td>
<td>681</td>
<td>2</td>
</tr>
<tr>
<td>Agriculture</td>
<td>3901</td>
<td>430</td>
<td>2860</td>
<td>466</td>
<td>3383</td>
<td>755</td>
<td>4392</td>
<td>18177</td>
<td>6847</td>
</tr>
<tr>
<td>Forest</td>
<td>20203</td>
<td>6373</td>
<td>19063</td>
<td>2108</td>
<td>9394</td>
<td>8177</td>
<td>7677</td>
<td>49837</td>
<td>47731</td>
</tr>
<tr>
<td>Extractive/Mining</td>
<td>4317</td>
<td>0</td>
<td>218</td>
<td>0</td>
<td>330</td>
<td>370</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>34761</td>
<td>11522</td>
<td>25945</td>
<td>5937</td>
<td>15371</td>
<td>12005</td>
<td>22234</td>
<td>78339</td>
<td>62748</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Land Use Category</th>
<th>Georges Creek</th>
<th>Braddock</th>
<th>Upper Potomac</th>
<th>Middle Potomac</th>
<th>Jennings</th>
<th>Wills</th>
<th>Evitts</th>
<th>Flintstone-Oldtown</th>
<th>Eastern</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Urban Land</td>
<td>1%</td>
<td>0%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>2%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Residential</td>
<td>11%</td>
<td>25%</td>
<td>10%</td>
<td>30%</td>
<td>12%</td>
<td>14%</td>
<td>18%</td>
<td>9%</td>
<td>5%</td>
</tr>
<tr>
<td>Industrial</td>
<td>1%</td>
<td>4%</td>
<td>1%</td>
<td>2%</td>
<td>0%</td>
<td>1%</td>
<td>1%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Rights-of-Way</td>
<td>4%</td>
<td>7%</td>
<td>2%</td>
<td>11%</td>
<td>2%</td>
<td>3%</td>
<td>9%</td>
<td>3%</td>
<td>8%</td>
</tr>
<tr>
<td>Commercial</td>
<td>1%</td>
<td>3%</td>
<td>1%</td>
<td>4%</td>
<td>0%</td>
<td>1%</td>
<td>1%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Office/Professional</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Institutional</td>
<td>1%</td>
<td>2%</td>
<td>0%</td>
<td>8%</td>
<td>0%</td>
<td>2%</td>
<td>14%</td>
<td>1%</td>
<td>0%</td>
</tr>
<tr>
<td>Agriculture</td>
<td>11%</td>
<td>4%</td>
<td>11%</td>
<td>8%</td>
<td>22%</td>
<td>6%</td>
<td>20%</td>
<td>23%</td>
<td>11%</td>
</tr>
<tr>
<td>Forest</td>
<td>58%</td>
<td>55%</td>
<td>73%</td>
<td>36%</td>
<td>61%</td>
<td>68%</td>
<td>35%</td>
<td>64%</td>
<td>76%</td>
</tr>
<tr>
<td>Extractive/Mining</td>
<td>12%</td>
<td>0%</td>
<td>1%</td>
<td>0%</td>
<td>2%</td>
<td>3%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>
Figure II-2: Allegany County Planning Regions
Figure II-3. Allegany County: Municipalities and Federal Facilities
CHAPTER III

EXISTING SOLID WASTE STREAM AND FACILITIES
(1) **EXISTING AND PROJECTED SOLID WASTE STREAM**

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, Maryland, Pennsylvania and West Virginia. Current and projected annual waste generation for Allegany County is shown in table III-1.

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

(a) anticipated stabilization and modest growth of a previously declining population

(b) the growing impact of the County's recycling efforts in reducing solid waste disposal volume

(c) the growth of State penal facilities located in the County

The volume of solid waste ultimately disposed of in Allegany County will be primarily dictated by the terms of the agreement between the County and Mountainview Landfill, Inc. (formerly Chambers Development Company). Under that agreement, Mountainview Landfill, Inc., a subsidiary of Waste Management, Inc., operates a privately-owned sanitary landfill to dispose Allegany County solid waste and may supplement that volume with out-of-County wastes up to a combined limit of 125,000 tons per year through 2013. Mountainview Landfill received a permit from the Maryland Department of Environment and opened in February, 1992. That permit was renewed for a five-year period in April 2006. Mountainview Landfill, Inc. plans to supplement waste volumes up to the 125,000 tons per year limit. Beyond 2013, Mountainview Landfill Inc. plans to supplement waste volumes up to the limits specified in the agreement with Allegany County (Appendix A and summarized in chapter 1).

(2) **BASIS FOR DATA**

Current quantities (2008 calendar year) of solid waste generated in Allegany County have been determined from multiple sources of data including: tickets and annual tonnage reports for waste customers using the Mountainview Landfill, annual MRA reporting, and information provided by the MDE.
### Table III-1

**Allegany County Waste Stream**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Waste Generated</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a Residential Waste</td>
<td>67,465</td>
<td>34,000</td>
<td>34,000</td>
<td>34,000</td>
</tr>
<tr>
<td>i Mosteller (Includes Residential, Commercial, Institutional)</td>
<td>18,174</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii Mountainview (Includes Residential, Commercial, Institutional)</td>
<td>45,666</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii MSW collection sites (residential only)</td>
<td>3,625</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b Commercial Waste  (7)</td>
<td>Inc in (a, i-ii)</td>
<td>34,000</td>
<td>34,000</td>
<td>34,000</td>
</tr>
<tr>
<td>c Industrial (non-hazardous) Waste</td>
<td>22</td>
<td>500</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>d Institutional Waste (7)</td>
<td>Inc in (a, i-ii)</td>
<td>Inc in (b)</td>
<td>Inc in (b)</td>
<td>Inc in (b)</td>
</tr>
<tr>
<td>e Land Clearing / Demolition</td>
<td>14,177</td>
<td>14,000</td>
<td>14,000</td>
<td>14,000</td>
</tr>
<tr>
<td>f Controlled Hazardous substances (4)</td>
<td>45</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>g Dead Animals</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>h Bulky or Special Wastes (7)</td>
<td>Inc in (a, i-ii)</td>
<td>Inc Above</td>
<td>Inc Above</td>
<td>Inc Above</td>
</tr>
<tr>
<td>i Vehicle Tires (3)</td>
<td>88</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>j Wastewater plant sludges (6)</td>
<td>2,734</td>
<td>4,000</td>
<td>4,000</td>
<td>4,000</td>
</tr>
<tr>
<td>k Septage (5)</td>
<td>2,400</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td>l other waste (6)</td>
<td>379</td>
<td>500</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>87,311</td>
<td>89,701</td>
<td>89,701</td>
<td>89,701</td>
</tr>
</tbody>
</table>

**Waste Disposed**

<table>
<thead>
<tr>
<th>Materials Generated within Allegany County and Ultimately Landfilled</th>
<th>Within County (1)</th>
<th>Out of County (2)</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Materials (hazardous and medical waste) generated in Allegany County and disposed of out of county</strong></td>
<td></td>
<td></td>
<td>84,778</td>
</tr>
<tr>
<td>Hazardous materials (Reported value 2008, Ameriwaste)</td>
<td>34</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Waste (Stericycle)</td>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tires (Scrap tire collection day)</td>
<td>88</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Septage (to local WWTPs)</td>
<td>2,400</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>2,533</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>87,311</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Material Recycled**

<table>
<thead>
<tr>
<th>Materials generated in Allegany County and Ultimately Recycled</th>
<th>MRA (8)</th>
<th>Non-MRA (8)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MRA (8)</strong></td>
<td>25,122</td>
<td>485,498</td>
</tr>
<tr>
<td><strong>Non-MRA (8)</strong></td>
<td>26,000</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>28,000</td>
<td>50,000</td>
</tr>
</tbody>
</table>

1) Includes MRA and NonMRA wastes, from MDE total of County waste landfilled at Mountainview Landfill
2) from MDE total of Allegany County waste disposed of at out of state facilities
3) from tire amnesty day totals
4) from MDE 2008 total of Alegany County material to Ameriwaste
5) Estimated from Septage Management Plan (580,000 gal/yr, SG=1.0)
6) From Mountainview Landfill's annual report to MDE
7) Not separately tracked - included in (a) above, from historical data, approximately 50% residential, 50% Commercial and Institutional
8) From 2008 MRA totals provided by MDE

---

III-2
(3) SOLID WASTE ENTERING AND LEAVING ALLEGANY COUNTY

(a) Solid Waste Entering Allegany County

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:

(a) Town of Ridgeley, West Virginia
(b) Town of Piedmont, West Virginia
(c) ATK (formerly Allegany Ballistics Laboratory)
    Rocket Center, West Virginia
(d) Romney, WV

Mountainview Landfill accepts non-hazardous municipal solid waste and construction demolition from areas outside Allegany County. Under an agreement with the County, the volume of out-of-County waste allowed to be accepted is the difference between the County waste stream and the annual cap as detailed in the agreement between Allegany County and Mountainview Landfill, Inc. (Appendix A and summarized in chapter 1).

Reported quantities of solid waste entering the County are:

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Waste Entering Allegany County (tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1998</td>
<td>48,506</td>
</tr>
<tr>
<td>1999</td>
<td>50,551</td>
</tr>
<tr>
<td>2000</td>
<td>47,293</td>
</tr>
<tr>
<td>2001</td>
<td>42,460</td>
</tr>
<tr>
<td>2002</td>
<td>50,998</td>
</tr>
<tr>
<td>2003</td>
<td>88,400</td>
</tr>
<tr>
<td>2004</td>
<td>46,210</td>
</tr>
<tr>
<td>2005</td>
<td>35,881</td>
</tr>
<tr>
<td>2006</td>
<td>55,948</td>
</tr>
<tr>
<td>2007</td>
<td>55,689</td>
</tr>
<tr>
<td>2008</td>
<td>50,291</td>
</tr>
<tr>
<td>2009</td>
<td>41,465 (provisional data)</td>
</tr>
</tbody>
</table>

(b) Solid Waste Leaving Allegany County

Historically, minimal quantities of municipal solid waste are believed to be disposed of outside of Allegany County. It is felt that 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.

Beginning in 2007, a major waste hauler in the county, Howell Trucking, began hauling waste to Mostoller Landfill in Somerset County, PA and was acquired by Interstate Waste Services (Owner of Mostoller
Landfill) in 2009. Howell Trucking is now Western Maryland Waste Services, a subsidiary of Interstate Waste Services.

Reported quantities of MSW leaving the county for disposal are:

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Waste Leaving Allegany County (tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007</td>
<td>10,750</td>
</tr>
<tr>
<td>2008</td>
<td>18,174</td>
</tr>
<tr>
<td>2009</td>
<td>20,000-30,000 (estimated)</td>
</tr>
</tbody>
</table>

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

- Recycled scrap metal (Cu, Al, Brass & Misc. Ferrous) - Quantity Unknown
- Flyash (Westvaco private fill) - 60,000 tons/year
- Scrap Tires (to cement kilns) - 156 tons/year (2008)
- Wastewater sludge (Westvaco) - 30,000 tons/year
- Household hazardous waste - 2-3 tons/year*
- Water treatment residuals (Cumberland) - 500 tons/year
- Sewage Sludge (Cumberland) - 2,500 tons/year

*Based on HHW Collection Day Results

Quantities generated from recycling activities, except compost, also currently leave the County. Tonnages in recent years of the County program are:

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Total MRA Recyclables (tons)</th>
<th>Compost (tons)</th>
<th>MRA Recyclables Leaving County (tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1998</td>
<td>11,042</td>
<td>2,510</td>
<td>8,532</td>
</tr>
<tr>
<td>1999</td>
<td>10,815</td>
<td>2,320</td>
<td>8,495</td>
</tr>
<tr>
<td>2000</td>
<td>15,289</td>
<td>2,731</td>
<td>12,558</td>
</tr>
<tr>
<td>2001</td>
<td>15,874</td>
<td>2,828</td>
<td>13,046</td>
</tr>
<tr>
<td>2002</td>
<td>19,343</td>
<td>2,300</td>
<td>17,043</td>
</tr>
<tr>
<td>2003</td>
<td>20,578</td>
<td>5,658</td>
<td>14,920</td>
</tr>
<tr>
<td>2004</td>
<td>21,268</td>
<td>2,267</td>
<td>19,001</td>
</tr>
<tr>
<td>2005</td>
<td>22,469</td>
<td>2,618</td>
<td>19,851</td>
</tr>
<tr>
<td>2006</td>
<td>24,686</td>
<td>3,197</td>
<td>21,489</td>
</tr>
<tr>
<td>2007</td>
<td>23,620</td>
<td>2,784</td>
<td>20,836</td>
</tr>
<tr>
<td>2008</td>
<td>25,122</td>
<td>2,600</td>
<td>22,522</td>
</tr>
<tr>
<td>2009</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(4) EXISTING SOLID WASTE COLLECTION SYSTEMS

There is no County-provided solid waste curbside collection system in Allegany County. The following is a list of the methods of solid waste collection employed throughout the County and its environs.

<table>
<thead>
<tr>
<th>Type of Collection</th>
<th>Area Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal (self-served)</td>
<td>Frostburg, Luke</td>
</tr>
<tr>
<td>Municipal (commercial contract)</td>
<td>Cumberland, Barton, Westernport</td>
</tr>
<tr>
<td>State Facilities (self-served)</td>
<td>Frostburg State University, Rocky Gap State Park</td>
</tr>
<tr>
<td>Subscription Service</td>
<td>Lonaconing, Midland, All others</td>
</tr>
</tbody>
</table>

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 the publication date of this plan:

- Western Maryland Waste Systems, LLC
- United Disposal Service
- Reese’s Sanitation
- J&D Hauling

(5) EXISTING SOLID WASTE ACCEPTANCE FACILITIES

Allegany County solid waste is currently accepted at three refuse disposal sites and one private landfill. In addition, there are five sites for disposal of used motor oil. The County has contracted for the placement and hauling of recycling drop boxes from sixteen sites and has established a yard material composting site.

(a) 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. It is a fully-privatized, commercial operation. In April 2001, Mountainview Landfill, Inc. (formerly Chambers Development Company) was issued a five-year renewal permit for the landfill. Mountainview Landfill, Inc. is responsible for landfill planning, design, construction, operation, closure and post-closure monitoring.
Details on the Mountainview Landfill are as follows:

Maryland Grid Coordinates: N 654,000, E 261,000
Size: 39.9 acres permitted (500 acre tract)
Solid Waste Accepted: Non-hazardous solid waste
Ownership: Mountainview Landfill, Inc. (wholly owned subsidiary of Waste Management, Inc.)
Permit Status: Permit No. 2006-WMF-0010
Issued 3/2006

Capacity used in 2008 (3.4%)
Capacity used to date (69.9% as of 12/31/2008)
Anticipated Years of Service Life: 6 years (until January 2016)

As part of the December 2008 agreement between Mountainview Landfill and Allegany County (Appendix A), Mountainview agrees to make its best efforts to engineer, permit and construct an expanded landfill adjacent to the current landfill. This will provide waste disposal capacity under the agreement after space in the current landfill is exhausted.

**Annual Landfill Total Tonnages (Mountainview Landfill)**
See (4), (5), (6) above

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Waste Landfilled at Mountainview Landfill (tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1998</td>
<td>130,854</td>
</tr>
<tr>
<td>1999</td>
<td>127,127</td>
</tr>
<tr>
<td>2000</td>
<td>126,089</td>
</tr>
<tr>
<td>2001</td>
<td>116,429</td>
</tr>
<tr>
<td>2002</td>
<td>122,722</td>
</tr>
<tr>
<td>2003</td>
<td>166,767</td>
</tr>
<tr>
<td>2004</td>
<td>125,983</td>
</tr>
<tr>
<td>2005</td>
<td>112,915</td>
</tr>
<tr>
<td>2006</td>
<td>132,584</td>
</tr>
<tr>
<td>2007</td>
<td>120,686</td>
</tr>
<tr>
<td>2008</td>
<td>107,363</td>
</tr>
<tr>
<td>2009</td>
<td>88,058(provisional data)</td>
</tr>
</tbody>
</table>
TIPPING FEES

Historical tipping fees at Mountainview Landfill are:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>County MSW ($/ton)¹</th>
<th>County CD ($/ton)¹</th>
<th>Out of County MSW ($/ton)</th>
<th>Out of County CD ($/ton)</th>
<th>Scrap Tires (car/truck, $ each)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1993</td>
<td>31.00</td>
<td>51.00</td>
<td>42.00</td>
<td>55.00</td>
<td>-</td>
</tr>
<tr>
<td>1994</td>
<td>31.90</td>
<td>51.00</td>
<td>42.00</td>
<td>55.00</td>
<td>-</td>
</tr>
<tr>
<td>1995</td>
<td>32.83</td>
<td>51.00</td>
<td>42.00</td>
<td>55.00</td>
<td>2.00/5.00</td>
</tr>
<tr>
<td>1996</td>
<td>34.10</td>
<td>51.00</td>
<td>42.00</td>
<td>55.00</td>
<td>2.00/5.00</td>
</tr>
<tr>
<td>1997</td>
<td>35.10</td>
<td>51.00</td>
<td>42.00</td>
<td>55.00</td>
<td>2.00/5.00</td>
</tr>
<tr>
<td>1998</td>
<td>36.10</td>
<td>51.00</td>
<td>42.00</td>
<td>55.00</td>
<td>2.00/5.00</td>
</tr>
<tr>
<td>1999</td>
<td>37.10</td>
<td>51.00</td>
<td>42.00</td>
<td>55.00</td>
<td>2.00/5.00</td>
</tr>
<tr>
<td>2000</td>
<td>37.60</td>
<td>51.50</td>
<td>42.00</td>
<td>55.00</td>
<td>2.00/5.00</td>
</tr>
<tr>
<td>2001</td>
<td>38.60</td>
<td>51.50</td>
<td>42.00</td>
<td>55.00</td>
<td>2.00/5.00</td>
</tr>
<tr>
<td>2002</td>
<td>39.50</td>
<td>51.50</td>
<td>42.00</td>
<td>55.00</td>
<td>2.00/5.00</td>
</tr>
<tr>
<td>2003</td>
<td>40.00 (2)</td>
<td>51.50</td>
<td>42.00</td>
<td>55.00</td>
<td>2.00/5.00</td>
</tr>
<tr>
<td>2004</td>
<td>40.00 (2)</td>
<td>51.50</td>
<td>42.00</td>
<td>55.00</td>
<td>2.00/5.00</td>
</tr>
<tr>
<td>2005</td>
<td>41.00 (2)</td>
<td>52.50</td>
<td>43.00</td>
<td>56.00</td>
<td>2.00/5.00</td>
</tr>
<tr>
<td>2006</td>
<td>41.00 (2)</td>
<td>52.50</td>
<td>43.00</td>
<td>56.00</td>
<td>3.00/6.00</td>
</tr>
<tr>
<td>2007</td>
<td>42.00 (2)</td>
<td>53.50</td>
<td>44.00</td>
<td>57.00</td>
<td>3.00/6.00</td>
</tr>
<tr>
<td>2008</td>
<td>43.00 (2)</td>
<td>54.50</td>
<td>45.00</td>
<td>58.00</td>
<td>3.00/6.00</td>
</tr>
<tr>
<td>2009</td>
<td>44.29 (2)</td>
<td>56.13</td>
<td>46.35</td>
<td>59.74</td>
<td>6.00/10.00</td>
</tr>
<tr>
<td>2010</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(3)</td>
</tr>
</tbody>
</table>

Note: Minimum Charge per category is $27.18

1. Includes a $1.00 per ton recycling fee surcharge collected for Allegany County from 1992 to 1999 and a $1.50 per ton recycling fee beginning in FY 2000.

2. An additional fuel surcharge has been assessed beginning August 2003.

3. As of March 2010, scrap tires are 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 6(e) of this chapter.

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 three bags of trash "free of charge" at the Mountainview Landfill and at three other refuse disposal sites. In February 1998, the County enacted a $0.25 per trash bag or can fee. That fee was raised to $0.50 per trash bag or can in May 2002. The County pays for the hauling and tipping fee costs for disposal of this waste. The current $0.50 tag fee offsets about 34% of the $428,000 (FY 2010) budget for this service.
(b) Refuse Disposal Sites

Currently, Allegany County maintains four Refuse Disposal sites where the public may dispose small quantities of household solid waste for a fee. These sites are dispersed across the County as shown on the attached Figure III-1.

The County either leases the ground or has agreement to use the sites. The sites, which are attended, are serviced by a contract hauler on an as-needed basis. Site locations and number of days per week of operation are as follows: Flintstone (4), Oldtown (4), Little Orleans (2), and Mountainview Landfill (6).

Refuse Disposal Sites are located as listed below:

Oldtown - 18622 Lower Town Creek Road,
Oldtown, MD 21555,
0.6 miles north of Maryland Route 51

Flintstone - 26706 National Pike,
Flintstone, MD 21530,
1.0 miles west of Fifteen Mile Creek Road

Little Orleans - 11306 Orleans Road South,
Little Orleans, MD 21766,
County Roads Garage on Orleans Road

Mountainview Landfill - 13300 New Georges Creek Road,
Frostburg, MD 21532

(c) Rubble Fill (CLOSED)

In conjunction with construction of a new State prison (Western Correctional Institute) on U.S. Route 220 at the former Celanese plant site, Allegany County has developed the Amcelle Rubble Landfill on a former fly ash lagoon adjacent to the prison site.

Two separate disposal cells were planned; one for use by the State for disposal of buildings demolished for the prison and one for general use by Allegany County. The State cell has been filled and has the final cover in-place. A synthetic cap is planned to be installed in 2010. The County cell will not be used, in part, due to the Maryland Department of the Environment's regulations which require liners and third party checkers for active and future rubble landfills. It is felt these regulations make the use of the cell prohibitively expensive. In July 2001, the landfill property was transferred from the County to the State of Maryland.

Details on the Amcelle Rubble Landfill are as follows:

Maryland Grid Coordinates: N 648,500, E 289,000
Size: 6.3 acres
Permitted Solid Waste: Non-hazardous land clearing and
d) Septage Disposal

In November, 1991, a committee established by the County Commissioners developed a Septage Management Plan for Allegany County. That plan, which is incorporated into this Solid Waste Management Plan by reference, includes the following data and information.

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

2. Until March 2000, ninety-five percent of the commercially collected septage in Allegany County was disposed at the Upper Potomac River Commission (UPRC) Wastewater Treatment Plant in Westernport. The remainder was disposed 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.

3. 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.

4. 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.

The Septage Management Plan is to receive annual review and updating by the Allegany County Health Department.

(e) Solid Waste Disposed in Other Than County Facilities

There are several identified solid waste materials that are disposed by governmental jurisdictions in locations in Allegany County other than the County landfill.
The City of Cumberland recently entered a contract with New England Fertilizer Company to operate a sludge drying facility at the Cumberland Wastewater Treatment Plant. This facility will produce a dry pelletized fertilizer product from the biosolids generated at the plant which is then marketed for land application.

The City of Frostburg operates a coal ash disposal site for its citizens at its City maintenance facility.

(f) Inactive Solid Waste Disposal Sites

There are several inactive solid waste disposal sites in the County. A brief discussion of the larger or more notable sites follows:

1. Vale Summit (Cabin Run) Landfill (CLOSED)

As shown on Figure III-1, the Vale Summit Landfill was located approximately two miles south of Frostburg along Cabin Run Road. The County had maintained a landfill in this immediate vicinity since 1971. Until 1992 the County held a permit for the landfill, but neither owned the site nor operated the landfill, which was a former and active strip mine. The Vale Summit landfill stopped accepting wastes on February 3, 1992.

Details on the Vale Summit Landfill as of its closing are as follows:

- Maryland Grid Coordinates: N 657,000, E 258,000
- Size: 16 acres
- Solid Waste Accepted: Non-hazardous, non-rubble
- Ownership: Allegany Coal and Land Co.
- Permit Status: Prior permits SLF-81-01-18-07A
  CO-89-SWE-035
- Anticipated Years of Service Life: None-closed

2. Westernport (Moran) Landfill (CLOSED)

As shown on Figure III-1, the Westernport Landfill was located approximately 1.8 miles northwest of Westernport in Garrett County, Maryland. The County has maintained a landfill in this immediate vicinity since 1970.

Until 1992, the County held a permit for this landfill, but neither owned the site nor operated the landfill which was a former strip mine. The Westernport Landfill stopped accepting waste on or about February 3,
1992. Groundwater monitoring wells were installed in 1997 and a sampling program is in progress. In spring 2004, construction of a synthetic cap for the landfill was completed.

Details on the Westernport Landfill, as of its closing, are as follows:

- **Maryland Grid Coordinates:** N 614,000, E 214,000
- **Size:** 11 acres
- **Solid Waste Accepted:** Municipal and Industrial (Westvaco)
- **Ownership:** Moran Coal Company, Inc.
- **Permit Status:** Prior permit 83-11-04-06A
- **Anticipated Years of Service Life:** None-Closed
- **Groundwater sampling occurs semiannually and methane gas sampling occurs quarterly.**

3. Other Inactive Sites (CLOSED)

The Hoechst-Celanese Corporation is owner and responsible party for an existing solid waste dump site on the premises of the former Celanese plant along U.S. Route 220 near Cresaptown. That firm is currently working with the Maryland Department of the Environment to remediate some groundwater pollution traced to the dump site. The remedial action involves pumping the groundwater, pre-treating and discharging the effluent into the County's Celanese Wastewater Treatment Plant for final treatment and discharge. Construction of that system was completed in January 1996.

The old City of Cumberland dump is located on Limestone Road south of the City. This site, which is now under private ownership, has had remedial work done to cover and seed an area used for dumping fly ash. The dump has been closed since 1968.

Adjacent to the old City dump on Limestone Road is an illegal dump where hazardous materials were reportedly hauled and disposed. The Environmental Protection Agency has listed this as a Superfund Site and performed extensive survey and testing work to determine the nature of any contamination emanating from the dump. Legal action has been taken against the hauler. Remedial plans called for capping the dump and providing a public water supply to area residents. The cap was installed and the water system was completed in 2000.

From 1971 to 1992, Allegany County operated sanitary landfills at three separate locations in the Frostburg area other than the site on Cabin Run Road. Those sites, which are located in the Frostburg Industrial Park (Hoffman Landfill), the south side of Cabin Run Road (Cabin Run Road Landfill) and north side of Cabin Run Road (Vale Summit II), are all inactive, closed landfills.
(6) EXISTING RECYCLING COLLECTION FACILITIES

In July 2001, following a competitive proposal process, Allegany County entered into a three year contract with Penn Mar Recycling to operate the Allegany County Recycling Center at 201 Riverside Avenue in Cumberland, MD. This building is owned by Allegany County and leased to a recycler. This contract has been renewed for three (3) additional three (3) year terms. At this location, the following recyclables are collected and processed for shipping.

(1) aluminum and steel cans
(2) old newspaper
(3) magazines
(4) clear, brown and green glass
(5) corrugated cardboard and paperboard
(6) office paper
(7) white goods
(8) used motor oil and antifreeze
(9) #1 and #2 plastics

The County Recycling Center is the most comprehensive of the County’s recycling collection facilities. Other facilities and activities include:

(a) Used Motor Oil Recycling Drop-Off Sites

There are numerous waste oil recycling drop-off sites available for public use in Allegany County. These sites are monitored by various public entities and the oil is collected via a contract established by the State of Maryland. Sites currently in use include:

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allegany County Recycling Center</td>
<td>201 Riverside Avenue, Cumberland, MD 21502</td>
</tr>
<tr>
<td>Flintstone Refuse Disposal Site</td>
<td>26706 National Pike</td>
</tr>
<tr>
<td></td>
<td>Flintstone, MD 21530</td>
</tr>
<tr>
<td>Oldtown Refuse Disposal Site</td>
<td>18622 Lower Town Creek Road</td>
</tr>
<tr>
<td></td>
<td>Oldtown, MD 21555</td>
</tr>
<tr>
<td>Frostburg State University</td>
<td>University Maintenance Center on Loop Road</td>
</tr>
<tr>
<td>Mountainview Landfill</td>
<td>13300 New Georges Creek Road</td>
</tr>
<tr>
<td></td>
<td>Frostburg, MD 21532</td>
</tr>
</tbody>
</table>

(b) Recycling Material Drop-Off Sites

In 1991, Allegany County leased fourteen (14) recycling drop boxes to collect aluminum and bi-metal cans, glass and newsprint. The program has expanded to include the collection of magazines and office paper. One box is used as a spare for switching and repair. This lease was renewed
in July 2008 for an additional three years. The County has purchased sixteen (16) additional recycling boxes. Twenty five (25) boxes are located at sixteen (16) public drop-off sites throughout the County to encourage recycling in all areas of the County. Five (5) boxes are located at public middle schools for office paper recycling. The sites are serviced by a contract hauler on an as-needed basis.

Because the location and relocation of the boxes is a dynamic situation, the current locations are not listed in this plan. The County's Recycling Office provides the publicity necessary for public awareness of the recycling box locations.

The County owns four trailers for collecting flattened cardboard and six trailers for the collecting #1 and #2 plastic bottles and jugs. The trailers are stationed at the Mountainview Landfill and Penn-Mar Recycling and LaVale Plaza. These trailers are hauled by County staff to the recycling center when full. 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 the recycling center and a collection bin is located at the Mountainview Landfill. There are four permanent locations for the collection of magazines. The County also conducts an annual telephone book recycling program with prizes for school/student participation.

(c) Yard Material Compost Site

In April 1991, Allegany County established a low-technology yard material composting site. The site was located along U.S. Route 220 approximately three miles south of I-68 near Cresaptown on ground owned by the State of Maryland Western Correctional Institute.

Expansion of the WCI forced the County to relocate the composting site. The site is now on County-owned property located at 11700 PPG Road, Cumberland, MD, as shown on Figure III-1.

In addition to the leaves, trimmings, grass and brush which are collected and delivered by contract haulers from their service area, there is a public drop-off area for such materials at the site. Raw compost is available free to the public. The County also provides for Christmas tree collection and mulching.

Given the success of the program, the possible placement of a satellite compost site at Mountainview Landfill near Frostburg is being considered.

Composting also offers a non-burn alternative for material recovery. It is hoped that composting both at the compost site and in residential back yards will reduce the County Health Department's need to issue over 3,000 permits per year for residents to burn brush.

Additionally, the compost created at the site is either given free of charge to County residents or sold to Grant County Mulch (of Grant County, West Virginia) where it is further processed and sold for public consumption.
(d) White Goods

County residents may recycle white goods (including goods containing Freon) at the County Recycling Center in Cumberland or at a private scrap metal collection facility (Allegany Scrap) located within the county. The County contracts for hauling between the county recycling center and a recycler. During 2008, approximately 326 tons of white goods were recycled in Allegany County.

(e) Scrap Tire Collections

In 1998 & 1999, the City of Cumberland and Allegany County participated in separate programs to collect and dispose of scrap tires. The City’s program consisted of curbside collection of scrap tires while the County’s program was a one-day drop-off. The estimated weight of the collection events are as follows:
<table>
<thead>
<tr>
<th>Year</th>
<th>City of Cumberland scrap tires (tons)</th>
<th>Allegany County scrap tires (tons)</th>
<th>Total scrap tires (tons)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1998</td>
<td>98</td>
<td>177</td>
<td>275</td>
</tr>
<tr>
<td>1999</td>
<td>41</td>
<td>71</td>
<td>112</td>
</tr>
<tr>
<td>2000</td>
<td>25</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>2001</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2002</td>
<td>103</td>
<td>103</td>
<td>206</td>
</tr>
<tr>
<td>2003</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2004</td>
<td>72</td>
<td>72</td>
<td>144</td>
</tr>
<tr>
<td>2005</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2006</td>
<td>110</td>
<td>110</td>
<td>220</td>
</tr>
<tr>
<td>2007</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2008</td>
<td>88</td>
<td>88</td>
<td>176</td>
</tr>
<tr>
<td>2009</td>
<td>50</td>
<td>50</td>
<td>100</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>835</td>
</tr>
</tbody>
</table>

As of the April 2010, the following local businesses accept scrap tires for disposal.

<table>
<thead>
<tr>
<th>Business</th>
<th>Per tire fee (passenger vehicle only)</th>
<th>Phone</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Tire LaVale, MD</td>
<td>$3.00</td>
<td>301-729-2500</td>
<td>Call ahead regarding max quantity accepted</td>
</tr>
<tr>
<td>G&amp;G Tire LaVale, MD</td>
<td>$3.00</td>
<td>301-729-0752</td>
<td>Call ahead regarding max quantity accepted</td>
</tr>
<tr>
<td>Smitty’s Tires</td>
<td>$3.00</td>
<td>301-463-2665</td>
<td>No limit</td>
</tr>
</tbody>
</table>

(f) E-cycling

Since 2002, the County conducted e-cycling events where residents could bring televisions, computers, printers and other electronic appliances for recycling for a modest fee. The tonnages collected at these events are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>E-cycled materials (tons)</th>
<th>Number of Collection Events</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>17.61</td>
<td>2</td>
</tr>
<tr>
<td>2003</td>
<td>7.12</td>
<td>2</td>
</tr>
<tr>
<td>2004</td>
<td>14.67</td>
<td>2</td>
</tr>
<tr>
<td>2005</td>
<td>29.41</td>
<td>1</td>
</tr>
<tr>
<td>2006</td>
<td>8.78</td>
<td>4</td>
</tr>
<tr>
<td>2007</td>
<td>53.38</td>
<td>12</td>
</tr>
<tr>
<td>2008</td>
<td>39.02</td>
<td>6</td>
</tr>
<tr>
<td>2009</td>
<td>14.22</td>
<td>2</td>
</tr>
<tr>
<td>2010</td>
<td>48.78</td>
<td>2</td>
</tr>
<tr>
<td>Total</td>
<td>232.99</td>
<td></td>
</tr>
</tbody>
</table>
Allegany County established an electronics recycling program in 2002. Allegany County’s program accepts computers and monitors, televisions, printers, and similar devices from residents and businesses at special collection events held annually in Frostburg and Cumberland. These materials are transported to an electronics recycler at the conclusion of the event. This service is provided at nominal cost by Allegany County.

The electronics recycling contractor for Allegany County manages the materials they collect by demanufacturing into component parts and marketing plastic, steel, wire, and circuit boards as commodities. CRTs are recycled by an ISO certified glass to glass company. Historic collection amounts by Allegany County are shown in the table above. Allegany County intends to continue collection events at minimum once annually contingent on available funding.

In 2011, our electronics recycling contractor gained the capability to collect and process fluorescent and compact fluorescent bulbs. Bulbs will be collected from residents at electronics collection events and processed (most likely by crushing in a controlled environment to capture mercury, i.e. "Bulb Eater").

### HOUSEHOLD HAZARDOUS WASTE COLLECTION DAYS

To date, the County has sponsored nine Household Hazardous Waste Collection Days. On designated Saturdays in 1994-1996, 1998, 2000 and 2002, 2004, 2006, and 2008 residents were permitted to bring household hazardous waste (HHW) along with fluorescent light tubes, expired medicines and dry cell batteries for reuse or recycling.

The household hazardous waste was handled and disposed by Laidlaw, Inc. (1994 and 1995) and Care Environmental Corporation (1996 through 2006), and MXI Environmental Services in 2008. The following quantities of HHW were received:

<table>
<thead>
<tr>
<th>Year</th>
<th>Household Hazardous Waste Collected (lbs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1994</td>
<td>19,500</td>
</tr>
<tr>
<td>1995</td>
<td>5,500</td>
</tr>
<tr>
<td>1996</td>
<td>8,000</td>
</tr>
<tr>
<td>1998</td>
<td>6,600</td>
</tr>
<tr>
<td>2000</td>
<td>7,930</td>
</tr>
<tr>
<td>2002</td>
<td>10,300</td>
</tr>
<tr>
<td>2004</td>
<td>9,800</td>
</tr>
<tr>
<td>2006</td>
<td>9,040</td>
</tr>
<tr>
<td>2008</td>
<td>10,650</td>
</tr>
</tbody>
</table>

The next Household Hazardous Waste Day was scheduled for Fall 2010 however due to lack of available grant funding, did not occur. Household Hazardous Waste Collections will continue when funding is once again available.
Recycling Drop Off Sites & Refuse Disposal Stations
 Allegany County, Maryland

Recycling Drop Off Sites
Refuse Disposal Stations
Municipalities
CHAPTER IV

ASSESSMENT OF NEEDS
(1) and (2) **AN ASSESSMENT OF ALLEGANY COUNTY'S NEED TO ALTER, EXTEND, MODIFY OR ADD TO EXISTING SOLID WASTE DISPOSAL SYSTEMS DURING THE NEXT TEN YEARS**

(a) **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 had 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.

(b) **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 on or about February 3, 1992.

This site is being 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.

(c) **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 5 (five) years and renewable thereafter. The permit was renewed
for a 5-year period commencing in April 2006. 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 of 20 (twenty) years from date of first receipt of acceptable County waste. (See Appendix A for copy of contract) The landfill began accepting municipal solid waste on February 3, 1992. A second contract is in place for the period of 2/2013 – 2/2033 (Appendix A).

The 39.9 acre site is divided into an eight (8) 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 2012) 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. This modification results in an increase in footprint capacity, which should provide adequate air space to accommodate the twenty-year contract, or slightly beyond. It is recognized that Mountainview Landfill, Inc. will utilize the entire capacity of the permitted footprint and is viewed as being in the County’s best interest to fully utilize all available capacity in the 39.9 acres before developing future solid waste disposal facilities.

ASSESSMENT: Based on 125,000 tons per year, Allegany County has enough solid waste disposal capacity located in the County at the Mountainview Landfill to manage its expected in-County generated municipal solid waste through year 2012. It is believed that additional expansion capacity exists at Mountainview Landfill for the term of the second contract through 2033.

(d) Green Box Sites

Currently, the County maintains four 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 Chapter III, Section 5(b), Page III-8. These or similar operations are planned to be continued through the period, with disposal at the Mountainview Landfill site.
ASSESSMENT: Based on previously mentioned projections e.g., population, etc., the current number (4) and locations of refuse disposal sites is adequate for the next 10 years.

(3) **THE FOLLOWING INFORMATION SHALL BE USED TO CONSIDER CONSTRAINTS IMPOSED UPON THE ESTABLISHMENT OF SOLID WASTE ACCEPTANCE FACILITIES**

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  
(b) Soil Types & Characteristics  
(c) Geologic Conditions  
(d) Location  
(e) Aquifers Use & Depth  
(f) Wetlands  
(g) Surface Water  
- Sources  
- Floodplains  
- Watersheds  
(h) Existing Water Quality  
(i) Land Use  
(j) Planned Long Term Growth  
(k) Defined Critical Areas

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 Maryland Department of the Environment.

(a) **Topography**

Consult Figure No. IV-1 in pocket of text.

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, Shriver 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).[1]

(b) Soil Types and Their Characteristics (See Figure IV-2)

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:

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: Low 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.

(c) 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.

The Geologic Formations of Allegany County (See Figure IV-3).

- 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.
Note: This map is intended for visual reference only. The data shown was digitized from a scanned copy of the Maryland Geological Survey's 1968 Geologic Map of Maryland.

<table>
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<th>FORMATION</th>
<th>SYMBOL</th>
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<th>SYMBOL</th>
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<td>Pd</td>
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<td>Rockwell</td>
<td>Mp</td>
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<td>Tonoloway</td>
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<td>Pm</td>
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<td>Ordovician</td>
<td>Ajiata</td>
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</table>
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 numerous 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.

Major Structural Features (Figure IV-4).

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 mid-continent 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.

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.

The following maps housed at the Allegany County Planning Office may be consulted for detailed geologic conditions:

Geologic Map of Allegany County
State of Maryland
Department of Geology Mines and Water Resources

(d) Location

Information covered in other paragraphs in this Section of Chapter IV.

(e) Use and Depth of Aquifers

Allegany County has unconfined aquifers with varying depths seasonally from a few feet to approximately 800 feet in depth. Also on file at the Allegany County Health Department is a Foxbase data base system, which contains the record information of wells, drilled and used in Allegany County. (See paragraph (h) of this Chapter for groundwater quality discussion.)

(f) 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.

Nontidal Wetlands Guidance Map
State of Maryland
Department of Natural Resources
Water Resources Administration
1989
(g) Location of Surface Water Sources, their 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. The Federal Emergencies Management Agency 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.

(h) 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.

(i) Incompatible Land Use

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

(j) Planned Long-Term Growth Patterns

U.S. Census Reports for Allegany County (1950-2000)

<table>
<thead>
<tr>
<th>Year</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>1950</td>
<td>89,556</td>
</tr>
<tr>
<td>1960</td>
<td>84,169</td>
</tr>
<tr>
<td>1970</td>
<td>84,044</td>
</tr>
<tr>
<td>1980</td>
<td>80,548</td>
</tr>
<tr>
<td>1990</td>
<td>74,946</td>
</tr>
<tr>
<td>2000</td>
<td>74,930</td>
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</table>

MD Office of Planning Projections

<table>
<thead>
<tr>
<th>Year</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>73,100</td>
</tr>
<tr>
<td>2020</td>
<td>75,300</td>
</tr>
<tr>
<td>2030</td>
<td>75,900</td>
</tr>
</tbody>
</table>

(k) Federal, State and Local Laws and Areas of Critical State Concern (as designated by the Department of State Planning)

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.

SOURCES

1. Soil Survey of Allegany County, Maryland, United States Department of Agriculture, Soil Conservation Service.


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) ASSESSMENT OF METHODS TO REDUCE SOLID WASTE VOLUMES, RECYCLING AND OTHER SPECIAL NEEDS

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

Reduce
Reuse
Recycle/Compost
Landfill

To this end, the Allegany County Solid Waste Management Board (SWM Board) was established to provide programs and education, which implement the Reduce, Reuse, Recycle/Compost and Landfill solid waste management hierarchy. The Board, composed of appointed members acting in an advisory capacity to the County Commissioners, began monthly meetings in January 1997. (SEE By-Laws 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 should 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.

3. Incinerators may create new environmental and health problems with pollution and production of chemically complex or toxic residues.

(a) Source Separation and Reduction Programs

At this time, the only Source Separation programs the Solid Waste Management Board is aware of are for the seasonal curbside collection of yard material done in the Cities of Frostburg and Cumberland and the once-a-month curbside newspaper collection in Frostburg.

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 served by either municipal/public or commercial/private contracts. In addition to existing operation programs, public education is critical. The County needs to develop public educational programs on source reduction. The SWM Board Reduce/Reuse subcommittee will be instrumental to this end.

In both 2001 and 2002 the County distributed Source Reduction literature to its 5,000 water customers along with their annual Consumer Confidence Reports.

(b) Recycling Programs

The State of Maryland mandated that counties with population of 150,000 or less divert 15% of municipal waste from the solid waste stream by January 1, 1994. The Recycling Committee, which functioned prior to the County’s SWM Board, recommended a 25% recycling goal for the County. Subsequently in the 1992/1996 SWM Plan the 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 (Table IV-1) and reached the 25% goal in 2002. The Recycling Coordinator in collaboration with the SWM Board 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. Sixteen sites are currently implemented, and collect combined bimetal and aluminum cans, and newspaper. Cardboard, white goods, glass and 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.
1. Recycling Material Drop-off Sites

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 center provides full service recycling of cardboard, newspaper, office paper, glass, cans, plastics, magazines, used oil, used antifreeze and white goods.

In addition to the County Recycling Center, there is a permanent drop-off site for old corrugated cardboard at Mountainview Landfill and a compost site near Mexico Farms.

A more detailed assessment of recycling methods is included in Section 4(b) of this chapter and in Chapter V.

(1) Permanent/Year-around sites:
- Recycling Drop Boxes;
- Used Motor Oil;
- Used Anti-Freeze;
- Old Corrugated Cardboard (OCC);
- Mixed Office Paper (OP);
- Magazines & Catalogs (M & C).

(2) Permanent/Seasonal sites:
- Compost Site;
- Telephone Books (TB);
- White Goods (WG);
- Winter Evergreens (Trees & Wreaths);

(3) Other Periodic Programs:
- Household Hazardous Waste Collection Days
- Scrap Tire Collection Days
- E-cycle Collection Days
- Thermometer and Mercury Collection Days

ASSESSMENT: Allegany County has met its recycling goal of 25% since Year 2002. New educational and operational programs are being implemented to increase public participation and maintain and increase the level of recycling.

2. Yard Waste Compost Site

A composting facility for yard material is operated by Allegany County and a prohibition of yard material from entering the solid waste stream and the landfill is in effect by State law 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 mulched and delivered to the County Compost site.

**ASSESSMENT:**

A) While the County’s traditional, centralized compost site (off Rte. 51/Oldtown Road) is well-established and has continued to increase in usage, no satellite sites have been established.

B) A satellite composting site should be established on the west side of the county such as at Mountainview landfill to increase participation and minimize the landfilling of yard waste.

C) 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.

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

3. **Curbside Collection of Recyclables**

The original Recycling Plan, as adopted in 1990, called for curbside collection programs in selected areas of Allegany County.

The City of Frostburg in conjunction with the County’s SWM Board conducts a residential curbside collection of newspaper. The County should assess the feasibility of curbside recycling and work with municipalities and haulers to encourage curbside collection recycling programs.

**ASSESSMENT:**

The Frostburg curbside pilot program was deemed successful enough to convert to a permanent curbside collection of newspaper one day per month. However, no further progress has been made on residential curbside collection of household recyclables at other locations.

4. **Recycling in the Public Schools**

On July 1st, 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 14 elementary schools, 4 middle schools, 3 high schools, 1 alternative school, 1 Center for Career and Technical Education (CCTEC). All of the former 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:

<table>
<thead>
<tr>
<th>Material</th>
<th>Participating Schools</th>
</tr>
</thead>
<tbody>
<tr>
<td>OCC (corrugated cardboard)</td>
<td>All K-12, CCTEC, ACM</td>
</tr>
<tr>
<td>office paper</td>
<td>Some K-12, CCTEC, ACM</td>
</tr>
<tr>
<td>#1 plastics</td>
<td>Some K-12</td>
</tr>
<tr>
<td>Phone books</td>
<td>All K-12</td>
</tr>
<tr>
<td>Fluorescent bulbs</td>
<td>All K-12, CCTEC</td>
</tr>
<tr>
<td>Ferrous and non-ferrous metals</td>
<td>All K-12, CCTEC</td>
</tr>
<tr>
<td>Electronics</td>
<td>All K-12, CCTEC, ACM</td>
</tr>
</tbody>
</table>

1. Materials are collected by ACPS Operations staff and ACM staff and transported to the County recycling center for processing and marketing.
2. Phone books are collected as an annual event. These books are transported by ACPS Operations staff to the County recycling center for processing and marketing.
3. Collection, processing, and disposition of fluorescent bulbs are performed by ACPS Operations staff.
4. Metals are collected by ACPS Operations and Maintenance staff at the central office and transported and sold to a commercial metal recycler (currently Allegany Scrap).
5. Collection and marketing / disposition of electronics are performed by ACPS Operations and IT staff and by ACM IT staff for their respective facilities.

ASSESSMENT:
The current strategy for recycling materials in the schools consists of collection and transport of materials by staff to the County recycling center for processing and marketing. Opportunity exists to expand the number of schools which collect 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 various departments. 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.

Opportunity exists for collaboration with County recycling events such as e-cycling.

(c) Resource Recovery Option

The drop-off collection(s) described above, together with private sector buy-back programs are the only resource recovery options provided currently. The potential volume of recoverable materials in Allegany County has not justified a resource recovery facility at past market rates. 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 $44.29 per ton, which provides economic incentive to recycle. It should be noted that the processing fee under the counties contract with Penn-Mar Recycling to operate the County Recycling Center is currently $51 per ton (Appendix A, pg 6 of recycling contract).

Table IV-1 shows a comparison of the basic, annual (calendar year) recycling tonnages and percentages for Allegany County. It shows that in 1994 Allegany County first met its 15% goal as mandated by the Maryland Recycling Act of 1988. The County also reached its own stated goal of 25% in 2002. Furthermore, this table illustrates the cost per ton for Allegany County's recycling program for each of the full calendar years since its inception in June 1991. The data presented are derived from the Annual Recycling Reports with updates from the Allegany County Recycling Coordinator.
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. DROP BOXES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td># SITES/BOXES</td>
<td>12/12</td>
<td>12/12</td>
<td>16/18</td>
<td>16/18</td>
<td>16/18</td>
<td>16/18</td>
<td>16/18</td>
<td>16/18</td>
</tr>
<tr>
<td>OPERATING COST</td>
<td>$62,200</td>
<td>$64,073</td>
<td>$57,588</td>
<td>$58,660</td>
<td>$81,638</td>
<td>$89,609</td>
<td>$88,254</td>
<td>$79,854</td>
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<td>REVENUES</td>
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<td>$0</td>
<td>$0</td>
<td>$23,800</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<td>TONS RECYCLED</td>
<td>1,082</td>
<td>1,160</td>
<td>1,230</td>
<td>1,260</td>
<td>1,460</td>
<td>1,470</td>
<td>1,450</td>
<td>1,330</td>
</tr>
<tr>
<td>$/TON COST</td>
<td>$57/TON</td>
<td>$55/TON</td>
<td>$47/TON</td>
<td>$28/TON</td>
<td>$56/TON</td>
<td>$60/TON</td>
<td>$60/TON</td>
<td>$60/TON</td>
</tr>
<tr>
<td><strong>2. COMPOST SITE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OPERATING COST</td>
<td>$48,545</td>
<td>$48,147</td>
<td>$55,690</td>
<td>$51,420</td>
<td>$54,507</td>
<td>$58,353</td>
<td>$68,210</td>
<td>$72,600</td>
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<td>TONS RECYCLED</td>
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<td>1,220</td>
<td>1,470</td>
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<td>1,625</td>
<td>1,725</td>
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<td>$/TON COST</td>
<td>$42/TON</td>
<td>$39/TON</td>
<td>$38/TON</td>
<td>$34/TON</td>
<td>$34/TON</td>
<td>$34/TON</td>
<td>$34/TON</td>
<td>$32/TON</td>
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<tr>
<td>* 500T tornado debris</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td><strong>3. OTHER PROGRAMS</strong></td>
<td>WGs,TBs,OP</td>
<td>WGs,TBs,OP</td>
<td>WGs,TBs,OP</td>
<td>WGs,TBs,OP</td>
<td>WGs,TBs,OP</td>
<td>WGs,TBs,OP</td>
<td>WGs,TBs,OP</td>
<td>WGs,TBs,OP</td>
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<tr>
<td>OPERATING COST</td>
<td>$3,500</td>
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<td>$19,510</td>
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<td>$28,306</td>
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<td>$18,110</td>
<td>$20,970</td>
<td>$13,400</td>
<td>$10,040</td>
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<td>$8,140</td>
<td>-3,710</td>
<td>$8,170</td>
<td>$7,570</td>
<td>$11,750</td>
<td>$15,006</td>
<td>$15,006</td>
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<td>TONS RECYCLED</td>
<td>44</td>
<td>342</td>
<td>432</td>
<td>435</td>
<td>430</td>
<td>560</td>
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<td></td>
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<tr>
<td>$/TON COST (PROFIT)</td>
<td>$79/TON</td>
<td>$40/TON</td>
<td>($11/TON)</td>
<td>$18/TON</td>
<td>$12/TON</td>
<td>$27/TON</td>
<td>$27/TON</td>
<td>$27/TON</td>
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<td><strong>4. TOTAL OF PROGRAMS</strong></td>
<td>$1,115,895</td>
<td>$121,650</td>
<td>$122,728</td>
<td>$129,590</td>
<td>$154,255</td>
<td>$168,932</td>
<td>$178,254</td>
<td>$180,760</td>
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<tr>
<td>OPERATING COST</td>
<td>0</td>
<td>0</td>
<td>$0</td>
<td>$47,020</td>
<td>$9,940</td>
<td>$10,040</td>
<td>$13,300</td>
<td>$13,300</td>
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<td>REVENUES</td>
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<td>$122,728</td>
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<td>$155,532</td>
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<td>$167,460</td>
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<td>NET COST</td>
<td>2,250</td>
<td>2,450</td>
<td>2,910</td>
<td>3,117</td>
<td>3,519</td>
<td>3,630</td>
<td>3,890</td>
<td>4,215</td>
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<tr>
<td>TONS RECYCLED</td>
<td>$52/TON</td>
<td>$50/TON</td>
<td>$42/TON</td>
<td>$26/TON</td>
<td>$41/TON</td>
<td>$43/TON</td>
<td>$43/TON</td>
<td>$40/TON</td>
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<tr>
<td><strong>5. COMMERCIAL TONS</strong></td>
<td>$5,710</td>
<td>7,100</td>
<td>6,433</td>
<td>6,556</td>
<td>6,550</td>
<td>6,515</td>
<td>6,490</td>
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<tr>
<td>(TIRES-MRA ELIGIBLE)</td>
<td>200</td>
<td>140</td>
<td>110</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(TORNADO DEBRIS)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>500</td>
</tr>
<tr>
<td>TONS RECYCLED</td>
<td>8,160</td>
<td>10,010</td>
<td>9,550</td>
<td>10,075</td>
<td>10,380</td>
<td>10,545</td>
<td>10,815</td>
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<tr>
<td>TOTAL WASTE STREAM</td>
<td>66,690</td>
<td>67,500</td>
<td>68,250</td>
<td>70,222</td>
<td>69,430</td>
<td>68,762</td>
<td>69,250</td>
<td></td>
</tr>
<tr>
<td>% RECYCLED</td>
<td>12.3%</td>
<td>14.8%</td>
<td>14.0%</td>
<td>14.4%</td>
<td>15.0%</td>
<td>15.3%</td>
<td>15.6%</td>
<td></td>
</tr>
</tbody>
</table>

Including tornado debris

% RECYCLED: 15.90%
### TABLE IV - 1b

#### ANNUAL RECYCLING SUMMARIES - ALLEGANY COUNTY MARYLAND

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL OF PROGRAM</strong> *</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DROP BOX/COMPOST SITE COST (a)</td>
<td>$180,517</td>
<td>$160,775</td>
<td>$167,839</td>
<td>$144,930</td>
<td>$141,628</td>
<td>$178,598</td>
<td>$221,299</td>
<td>$163,250</td>
<td>$182,466</td>
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<td>RECYCLING REVENUES</td>
<td>$20,660</td>
<td>$11,953</td>
<td>$13,674</td>
<td>$18,714</td>
<td>$18,514</td>
<td>$16,736</td>
<td>$25,219</td>
<td>$32,823</td>
<td>$25,411</td>
</tr>
<tr>
<td>NET COUNTY COST</td>
<td>$159,857</td>
<td>$148,822</td>
<td>$154,165</td>
<td>$126,216</td>
<td>$123,114</td>
<td>$161,862</td>
<td>$196,080</td>
<td>$130,427</td>
<td>$157,055</td>
</tr>
<tr>
<td><strong>RECYCLING TONNAGE</strong></td>
<td>4,012</td>
<td>3,824</td>
<td>3,502</td>
<td>3,176</td>
<td>2,382</td>
<td>3,636</td>
<td>2,696</td>
<td>2,734</td>
<td>2,273</td>
</tr>
<tr>
<td>(glass, newspaper, aluminum cans, steel cans, magazines, phone books, white goods, compost, plastic) **</td>
<td>$40</td>
<td>$39</td>
<td>$44</td>
<td>$40</td>
<td>$52</td>
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<td>$12,638</td>
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<td>2%</td>
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<tr>
<td>COMBINED % RECYCLED</td>
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<td>23.47%</td>
<td>27.33%</td>
<td>29.10%</td>
<td>28.99%</td>
<td>29.49%</td>
<td>32.10%</td>
<td>30.56%</td>
<td>31.42%</td>
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* Fiscal Year
** Calendar Year

| a) Actual Expenditures per Fiscal Year for County Finance Dept. |

3/15/2010
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:

1. Comprehensive Composting Programs;
   a. Year-around 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.

ASSESSMENT:

Recycling progress has been made in Allegany County with the County first reaching the mandated 15% goal in 1994 and progressing to >30% from 2006 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.

The 8-point executive summary taken from Beyond 40%: 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 and discussed and in the case of 6, being developed into a pilot program. Within all 8 strategies, there is much to be gained to help improve Allegany County’s recycling efforts.

(d) Reuse Option

In November 2002, the County assembled a Reuse Directory (see Appendix G) in an effort to encourage reuse of materials as a solid waste management practice. The directory lists items which can be donated for reuse and contact information for agencies or businesses who will accept them.

Many municipalities within the county coordinate bulk trash pickups annually or biannually. These bulk pickups have become de facto 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.

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

(e) 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 accomplish such public education programs. This outreach education should take many forms in order to reach all citizens of the County and its varied constituent forms.

Much emphasis will 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, and to reuse existing products. Special emphasis must be given to public education regarding source reduction purchasing principles. Appropriate selections from the
Resource List provided in Appendix C will support this goal.

The County Recycling Coordinator needs to maintain availability to the public for educational materials and catalogues for recycled products and 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 SWM Board 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 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 responsible for the following activities:

1. To 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. To work as the County's active 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. To 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. To actively work with the County’s public and private education systems to facilitate education of the Reduce, Reuse, Recycle/Compost philosophy and practice.

5. To research current recycling efforts within the County, which are not in the scope of the County’s, own formal programs.

6. To promote market development of recycled materials through contact with suppliers, County procurement policies, and consumer education.

7. To represent the County before out-of-county and state-wide groups while working to strengthen the broader based recycling success.

8. To 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. To seek and apply for funds (grants, etc.) which would financially support recycling programs and education; and

10. To maintain a resource library to support public education.

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

(f) 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’s approved operating procedures.
ASSESSMENT: Mountainview Landfill, Inc. has adequate capacity and facilities for the disposal of asbestos provided the disposal meets the applicable State regulations and is in conformance with Mountainview's operating procedures.

(g) **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.

(h) **Site Selection Regulations, Constraints and Assessment**

The 2002 Update of the Allegany County Comprehensive Plan specifically addresses solid waste management in the Community Facilities section of the plan.

The amended Allegany County Zoning Ordinance adopted in 2002 allows landfills, solid waste transfer stations and solid waste processing/resource recovery facilities 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. See also chapter II-3(a).

In addition, landfills must be located at least 500 feet and transfer station and solid waste processing and resource recovery facility 300 feet from the nearest residence or "R" 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
2. Zoning Regulations - Neighborhood Impacts

3. Size and Useful Life

4. Geology, Topography and Environmental Impacts

5. Hydrology

6. Water Purification and Access to Treatment

7. Transportation Costs

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.

(i) 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 require separate collection and transport 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 composts yard waste at the county Compost 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 V

PLAN OF ACTION
(1) and (2) PLAN OF ACTION

(a) Solid Waste Disposal System and Acceptance Facilities

1. Existing Solid Waste Disposal System - The existing solid waste disposal systems are described in Chapter III, Section (4) and are anticipated to remain in place, essentially unchanged through the end of the planning period (2020). Beginning in January 2007, Allegany County initiated the planning process to address future solid waste capacity 6 years prior to the expiration of the currently active landfill contract. After extensive analysis, public input and negotiations, Allegany County entered into a contract on December 18th, 2008 with Waste Management, Inc. to provide solid waste capacity at Mountainview landfill for County waste from February 2, 2013 to February 1st, 2033 (Appendix A).

2. Existing Solid Waste Acceptance Facilities - The existing solid waste acceptance facilities are described in Chapter III, Section (5) and are anticipated to safely and economically handle the County's defined 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 are established to regulate their location and operation are adhered to, the constraints on such facilities as detailed in Chapter IV 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 transfer station in Allegany County.

3. Planned Solid Waste Acceptance Facilities -
NewPage (formerly Mead/Westvaco) Corporation - The NewPage Corporation has reportedly considered submitting a permit to construct a private industrial landfill for disposal of their waste in Garrett County, Maryland. To date, their application has been placed on inactive status by MDE. Should they reactivate that request, ultimately be issued a permit and construct the landfill, it is presumed their wastes would be removed from the Allegany County waste stream.

(b) Mechanisms for Managing Items in the Waste Stream

1. Residential (household, domestic) wastes - The current system for household waste management uses both curbside pick up and large drop box sites. Private companies, as well as municipalities, provide transportation to disposal sites. This system should continue to provide quality service into the future.

2. Commercial Waste - The primary system for the management of commercial waste utilizes the large dumpster-style containers. 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 unit. Some commercial waste generators collect their own wastes (independent of any commercial waste disposal system) and transport directly to disposal facilities.

3. Industrial (non-hazardous) Solids, Liquid and Sludges - Industrial waste in Allegany County has steadily decreased since the 1970's with the loss of several large manufacturing companies.

   a. Solids - This section of solid waste management for industrial waste is very similar to that of commercial waste disposal listed above.

   b. Liquid - Liquid waste disposal for all of the areas' 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.

c. Sludge - The production of industrial sludge occurs primarily at one large plant located on the Potomac River at Westernport. This industry has utilized strip mines for its sludge disposal as part of the mine reclamation process. In the future, sludge wastes will leave the County to be used for mining reclamation activities.

d. NewPage Corporation, the County's largest manufacturing firm, has continued a concerted effort to further reduce the generation of wastes. Scrap metals, wood wastes, and other process wastes have been removed from their solid waste stream going to landfills and are being reprocessed or recycled. It is estimated this has reduced their flow of solid wastes to landfills by 60% since 1990.

4. Institutional (Schools, Hospitals, Government Buildings) Waste

a. Schools - All Allegany County schools, including Allegany College and Frostburg State University, utilize a similar solid waste collection process of that listed above in Section (1) and (2)b.2.-Commercial Waste. Schools do, 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 Appalachian Environmental Laboratory each generate less than two gallons of liquid hazardous wastes annually, utilizing the services of licensed hazardous waste haulers for removal. Many schools have implemented basic recycling programs for as detailed in chapter IV section 4.b.4.
b. Hospitals

The Western Maryland Health System - Disposes of solid waste from its Western Maryland Regional Medical Center much the same as previously listed under commercial waste. The primary exception is the use of MDE approved contractors to dispose of red bag (biohazard) medical wastes.

c. 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. Land Clearing and Demolition Debris (Rubble) - The current mechanism for managing rubble in Allegany County is the use of a sanitary landfill disposal site. While the mechanism to handle demolition debris is adequate, development of a separate land clearing debris landfill is viewed as desirable.

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. In addition, as grant funding is available, the County coordinates Household Hazardous Waste Collections as discussed in chapter III section 7.

7. Dead Animals - Dead animals are primarily generated by the Allegany County Animal Shelter. The State, County and City roads departments also dispose animals killed on the road. Historically, animals from the animal shelter are frozen and picked up by a rendering company. However, plans for an animal
crematorium are being considered. Dead animals from the State and County roads are normally buried on various State and County right-of-ways. 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 pet cemeteries and are buried or incinerated.

8. Bulky or Special Wastes (Automobiles, large appliances, etc.) - Generally, large bulky materials like automobiles are not accepted at the landfill and are taken to an in-County scrap and salvage business (currently Allegany Scrap). The County Recycling Center accepts items such as appliances at a designated white goods drop-off location from which the appliances are hauled to a local scrap and salvage dealer (currently Allegany Scrap).

9. Scrap 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 (chapter III, section 6.e). 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 grant funding for scrap tire collection is questionable, County implementation of a fee-based annual or biennial scrap tire disposal day program is recommended.

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 is disposing activated sludge with the local agricultural community and at the landfill. Sludge is stored and applied to fields under Maryland Department of the Environment permits. Allegany County Department of Public Works disposes treatment plant sludge at the current landfill under MDE permits.
11. Septage – Septage is collected by private haulers and transported to wastewater treatment plants owned and operated by Allegany County and the City of Cumberland.

12. Construction Waste – Construction wastes, 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.

13. Other

   a. Oil – Numerous recycling collection facilities including the County Recycling Center and Mountainview Landfill accept waste oil for reclamation. Frostburg State University and several area service stations also accept waste motor oil. No system is in place for the disposal of oil filters other than disposal at the landfill.

   b. Antifreeze – Numerous recycling collection facilities including the County Recycling Center and Mountainview Landfill accept used ethylene glycol for reclamation. Stangle Service Building at Frostburg State University and at several area service stations accept this material as well.

   c. Capacitors – Contaminating devices once removed from old appliances are being disposed as a household hazardous waste and can be taken to the landfill.

e. **Fluorescent Bulbs** – Fluorescent bulbs have been collected in the past at household hazardous waste collection events. In 2011, our e-cycling contractor gained the ability to collect and process fluorescent bulbs; fluorescent bulbs and compact fluorescent bulbs (CFLs) will be collected from County residents at e-cycling events. In addition, at least one local retailer of CFLs (ex. Lowes, LaVale, MD) collects CFLs for recycling.

14. **Recycling in the Public Schools**

a. It is the responsibility of the Allegany County Commissioners (ACC) to ensure the implementation of the Public School 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 provide technical support and guidance.

b. 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 1st, 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 chapter 4, (4) B. 4. Recycling in the Public Schools and summarized as follows.

1. **Public School Recycling Program:**
   a. **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
County Recycling Center 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 the County recycling center for processing and marketing. 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.

b. Allegany College of Maryland: To implement this plan, Allegany College will continue to collect and separate materials and transport them to the County recycling center 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 also serve as a collection point for materials generated on the campus including cans and #1 plastics. The target date to establish this collection site is June 1st, 2011. 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.

2. Stakeholders include the ACC and ACDPW Solid Waste Staff, ACBOE Operations staff, Allegany College of Maryland (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 the County recycling center or other collection point.

3. Public Schools involved in the recycling program include the following. 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.
   a. Elementary
      i. Beall, 3 East College Avenue, Frostburg, MD, 21532 301-689-3636
      ii. Bel Air, 14401 Barton Blvd, Cumberland, MD, 21502, 301-729-2992
      iii. Cash Valley, 10601 Cash Valley Road, LaVale, MD 21502, 301-724-6632
      iv. Cresaptown, 13202 Sixth Avenue, Cresaptown, MD 21502, 301-729-0212
      v. Flintstone, 22000 National Pike, NE, Flintstone, MD 21530, 301-478-2434
      vi. Frost, 260 Shaw St, Frostburg, MD, 21532, 301-689-5168
      vii. Georges Creek, 15600 Lower Georges Creek Road, Lonaconing, MD 21539, 301-463-6202
      viii. John Humbird, 120 East Mary Street, Cumberland, MD, 21502, 301-724-8842
      ix. Mount Savage, 13201 New School Road, Mount Savage, MD, 21545, 301-264-3220
      x. Northeast, 11001 Forest Avenue, Cumberland, MD 21502, 301-724-3285
      xi. Parkside, 50 Parkside Boulevard, LaVale, MD 21502, 301-729-0085
      xii. South Penn, 500 East Second Street, Cumberland, MD, 21502, 301-777-1755
      xiii. West Side, 425 Paca Street, Cumberland, MD, 21502, 301-724-0340
      xiv. Westernport, 172 Church Street, Westernport, MD 21562, 301-359-0511
   b. Middle
      i. Braddock, 909 Holland Street,
ii. Mount Savage,
13201 New School Road,
Mount Savage, MD, 21545,
301-264-3220

iii. Washington,
200 N. Massachusetts Avenue,
Cumberland, MD, 21502, 301-777-5360

iv. Westmar,
16915 Lower Georges Creek Road,
Lonaconing, MD 21539,
301-463-5751

c. High
i. Allegany, 616 Sedgwick Street,
Cumberland, MD 21502, 301-777-8110

ii. Fort Hill, 500 Greenway Ave,
Cumberland, MD 21502, 301-777-2570

iii. Mountain Ridge,
100 Dr. Nancy S. Grasmick Lane,
Frostburg, MD, 21532, 301-689-3377

iv. Center for Career and Technical Education,
142111 McMullen Highway,
Cresaptown, MD 21502, 301-729-6486

d. Other
i. Eckhart Alternative,
17000 National Highway SW,
Frostburg, MD 21532, 301-689-3483

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

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

5. Program monitoring and contingencies:
ACBOE and ACM shall report annually, by March 1st 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.

(c) Sizing, Staging and Capacity of Solid Waste Facilities

1. 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 useable life projection based on tonnages generated to date, future tonnages at 125,000 - 135,000 per year (Appendix A), increased net air space capacity due to improved compaction methods and a redesigned footprint that improved use of the permitted acreage now through the year 2016. The source of this projection is from data generated for Mountainview Landfill’s 2008 Annual Operating Report to MDE and discussion with the Landfill Operator. Under the current contract between the County and Mountainview Landfill, Inc., Mountainview will pursue expansion of the current landfill which would result in adequate disposal capacity throughout the contract period (2013-2033).

A wide range of County operated recycling services are available at the landfill, including cardboard collection, newspaper, magazines and office paper, waste oil and antifreeze collection, #1 and #2 plastics, cans and glass. Mountainview Landfill should be adequate for County needs for the duration of the planning period. Further long-term development of disposal capacity at Mountainview
Landfill property should receive thorough consideration as an alternative to developing a new landfill site in the County.

2. Green Box Sites - The system for disposal of solid waste in the outlying areas of the County is adequate. The facilities are manned and fenced, and recycling is available at these sites.

3. Waste Oil Disposal Sites - There are currently five sites in Allegany County where the public may take their used oil in addition to several area service stations and auto parts retailers. These collection sites are adequate for the County’s needs.

4. Recycling - Allegany County is recycling 30%+ of the total waste stream via the following MRA eligible recycling activities:
   a. Household Recyclables - Drop boxes located throughout the County should be adequate to handle the collection needs for recyclables (cans, glass bottles and newspapers) during the planning period with the addition of new boxes and sites as the need requires. A reorganization of recycling sites is recommended to collect a more comprehensive suite of materials at each site, better secure sites to minimize contamination, and maximize availability and participation.
   b. Yard Material Compost - The County is operating a yard material 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 composting site in the western end of the county should be pursued. In addition, backyard composting should be encouraged with education and outreach.
   c. 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.

c. Other Programs - The County collects used cardboard and office paper for recycling at the County recycling center and various collection sites. Continued expansion of this program and establishment of satellite collection sites should be considered.

(5) Rubble Fill - Mountainview Landfill accepts rubble and demolition wastes. Since rubble tonnage is included with the various wastes listed on Table III-I LANDFILL WASTE STREAM PROJECTIONS BY TYPE, Mountainview 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, and demolition debris that is not a controlled hazardous substance as defined by the Annotated Code of Maryland.

(6) Household Hazardous 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. A continuation of the HHW collection day on a biennial basis is considered adequate.

(7) 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.
(d) **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 2016. In addition, expansion of the current landfill, as discussed in the contract between Allegany County and Mountainview Landfill, Inc. (Appendix A) would provide adequate disposal capacity throughout the planning period.

Therefore, with the possible exception of development of a land clearing landfill or a solid waste transfer station, it is not envisioned that any new solid waste disposal systems or acceptance facilities will be placed into operation during the ten-year planning period covered by this current plan.

(e) **Financing Solid Waste Systems**

Since the Mountainview Landfill is a privatized facility, Allegany County is not responsible for the cost of its 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 follows:

1. **Green Box Refuse Disposal Sites** - In February, 1998, the County implemented a tag program for use at their four refuse disposal facilities. A $0.50 fee is currently charged for a normal trash bag or can, and additional fees have been established for bulky items.

   In Fiscal Year 2009, the tag system generated $135,080 (33%) toward offsetting a $412,398 cost of providing the green box service to collect and dispose approximately 4000 tons of solid waste per year. Increases in the tag fee to more equitably offset costs are recommended.
2. Recycling - Since 1992, the County has assessed a $1.00 per ton surcharge fee on all County trash disposed in the landfill to help offset the cost of its recycling efforts. In January 2000, that fee was increased to $1.50 per ton. During FY 2009, the $1.50 per ton fee raised $73,916 per year, as compared to the County’s current FY 2009 recycling budget of $166,837.

It is recommended a thorough cost analysis be completed to determine the most cost-effective use of recycling funds. Additionally, in the expectation that additional solid waste acceptance facilities could develop in the County in the future, it is deemed necessary for the County Commissioners to enact legislation requiring collection of a recycling fee on all non-recyclable, disposal bound wastes generated in Allegany County, regardless of the location of the facility in which it is ultimately disposed. It is further recommended beginning in 2013, the “host fee” that will be collected by Allegany County on out of County waste landfilled at Mountainview Landfill be applied to the County’s recycling program. To the extent practical, the cost of the County’s recycling program should be offset by a combination of fees and recycled product revenues.

3. Yard Material Compost Site - The County operates a yard material compost recycling site. Diverting yard material from the landfill conserves valuable landfill air space and in turn will extend the available life of the landfill. At nearly $50,000 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 compost to the public would result in increased processing costs. Some compost has been sold to a commercial mulch operation who further processes and packages the compost for sale, with no liability to the County. Therefore, the sale of compost is only recommended to commercial processors. County residents can continue to pick-up compost at the site for no cost.
4. Closure costs - 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.

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.

5. 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.

(f) Closure of Solid Waste Acceptance Facilities

Allegany County's sanitary landfills ceased receiving
wastes on February 3, 1992. Those landfill sites must proceed 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 III, Section (5)(f), in Summer 1994, Allegany County installed an 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.

A consultant was hired to investigate the suitability of the Westernport Landfill cap to meet the COMAR regulations and develop a groundwater monitoring plan for both landfills which meets the Subtitle D regulations. Groundwater monitoring wells are in place and routine semi-annual sampling is on-going, with results being submitted to MDE for review.

(g) Changes in Programs, Plans, Regulations, and Procedures (based on the assessment conducted in Chapter IV).

This section has been organized according to the municipal solid waste management hierarchy of Reduce/Reuse/Recycle/Compost/Landfill as adopted in Chapter IV. Segments for "Education" and "Finance" have been added to this list.

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 By-Laws which were approved and have been subsequently amended by the County Commissioners. A copy of the current By-Laws is included in Appendix D of this Plan. It is
recommended the By-Laws continue to be revised and amended as needed.

It is recommended in its deliberations, the SWM Board remain committed to the Reduce/Reuse/Recycle/Compost/Landfill hierarchy of solid waste management.

2. Reduce

a. 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.

b. The County should encourage variable rate pricing 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.

c. Encourage municipalities to annually evaluate cost effectiveness of waste disposal methods as compared to recycling.

d. In 1994, the State of Maryland banned yard waste from being disposed at landfills. As a source reduction technique, yard material should be diverted from the general waste stream and its disposal discouraged at the landfill. Yard waste can be diverted from the general waste stream by: a) composting at the source in simple composting devices or b) delivery to the County-operated composting facility. (See Chapter III, Section (6)(c) and Chapter IV, Section (4)(b)).

3. Reuse
This is an educational issue and is addressed in Chapter V (1) and (2)(g)7.-Education.

4. Recycle

a. In 1991, the County compost site was established as Allegany County's first recycling priority (Phase I). It has become an essential part of the County's yard waste recycling program as per Chapter V(1) and (2)(g)5.-Compost.

b. 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. Additional study should be given to this concept to develop more efficient and effective ways to collect household recyclables. Collection of other materials should be considered as it becomes economically feasible.

The County drop box program needs continual public education as per Chapter V(1) and (2)(g)7.-Education.

c. Curbside collection of household recyclables was recommended as Phase III, but due to operational and institutional barriers, has not yet been widely implemented. Frostburg currently collects newspapers at curbside one day per month. Unfortunately, Cumberland’s pilot curbside newspaper project met with less than 15% participation within its target areas. On-going 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.

d. 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.

e. 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.

f. The County should consider establishing a regular non-commercial fee-based scrap tire collection program and encourage municipalities to organize clean-up projects.

g. Recycling in the public schools is currently coordinated by staff who collect materials and transport them to the County Recycling Center 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. Compost

a. 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 their student environmental clubs.

While the County Compost 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.

6. Landfill

a. Future Siting of Sanitary Landfills
As outlined in Chapter IV, "Assessment of Needs", the present 39.9 acre permitted Mountainview Landfill, which is located within a total tract of approximately 500 acres, has a projected life until well into the year 2016. Based on preliminary permit work and extensive evaluation, Mountainview Landfill, Inc. believes additional landfill acreage can be developed within the remainder of the 500 acre tract. As development of this additional acreage would preclude the need to site any additional landfill(s) and allow for extended disposal capacity well into the twenty-first century, it is recommended expansion of this landfill be thoroughly and seriously considered.

In 2007, Allegany County Department of Public Works prepared an Analysis of Future Solid Waste Disposal Options for Allegany County, MD for public review. This report compared alternatives of expanding the existing landfill, constructing a new landfill or constructing a solid waste transfer station to manage waste after the expiration of the current landfill contract (2013). This report concluded that it would be in the County’s best interest to pursue expansion of the existing landfill. Allegany County therefore negotiated a new contract with Waste Management for the period 2013-2033 (Appendix A) to expand the existing landfill. This proposed expansion will adequately serve the County’s needs through the planning period.

7. Education

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

a. Channels/venues for this public education
include:

i. Public and private schools in Allegany County, such as the telephone book recycling contests and Green Team presentations. Other successful school-based activities since 2000 have included:

(a) Magic of Recycling stage show.

(b) Distribution of solid waste videos and teacher recycling kits.

(c) County recycling logo contest.

ii. The Allegany County Recycling web page: www.gov.allconet.org/recycle

iii. "Recycling in Allegany County" information section in the local telephone directory.

iv. Expand County Recycling Newsletter and add informational brochures on subjects such as Household Hazardous Waste disposal.

v. "Positive Publicity" such as Annual Recycling Awards (businesses, groups, individuals), News Profiles of Public Programs (e.g., Martin's Food Market's $.03/reused bag and GO 106' Radio Station's public education recycling campaign), and Private Programs (e.g., Wal-Mart and other markets plastic bag collections), and Frostburg Village Nursing Home's switch to reusable table service in the dining hall and Green Team impact).

vi. The media in general, including regular recycling columns in the local newspaper and programs such as Newspaper in Education.

vii. Presentations and displays for area organizations and at community functions
such as
(a) Leadership Allegany!
(b) Allegany County Fair
(c) Earth Day and America Recycles Day celebrations
(d) Larger festivals and events

viii. Other forms of outreach include past efforts to distribute:
(a) mass mailings of Source Reduction tips
(b) recycling based placemats for restaurants
(c) recycling bumper stickers on County vehicles
(d) information to university students via Frostburg State University’s Channel 3 TV Station

b. The following issues are worthy of public education efforts:
   i. Waste stream components
   ii. Reduce/Reuse/Recycle/Compost/Landfill hierarchy
   iii. Buy Recycled
   iv. Precycling
   v. Closing the Loop
   vi. "Pre-" vs. "Post Consumer" Content
   vii. "Durable" vs. "Disposable" Purchasing
   viii. Backyard Composting
   ix. Variable Rate Pricing vs. Flat Fee
Rates
x. Life Cycle Analysis of Products
xi. Allegany County’s Reuse Directory
xii. Allegany County Source Reduction Fact Sheet

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

(8) Finance

The County should implement waste disposal fees to fully fund the County's Recycling and Composting programs as stated earlier in Chapter V (e)2.

(h) Recommended Regulatory/Legislative Changes

1. A program to control illegal dumping should include the following elements:
   a. 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.
   b. Enforcement - The Litter Control Law, Article 27,
Section 468, in the Annotated Code of Maryland (See Appendix E) 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 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.

The County has purchased a Groundhog camouflaged surveillance camera system to monitor illegal dumping. Efforts to prosecute illegal dumpers have not been successful, but the equipment has been upgraded and the effort should not be abandoned.

c. 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.

2. Local, state and federal initiatives that 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 continue to be funded as a full-time position.

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
d. Encourage and support the local health care providers in developing effective programs for the proper, safe packaging and disposal of residential red bag medical wastes to protect both the environment and solid waste industry employees.

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

a. 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:

i. 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, and to minimize on-site and off-site pollution.

ii. Ensure compliance with the Allegany County Solid Waste Management Plan and all local, state and federal regulations and laws.

iii. Continue the County’s effort to encourage recycling of applicable materials (solid or liquid) in the private, commercial, institutional and/or industrial sector.

iv. Reduce the quantity of waste generated within the County.

b. Adopt formal language in the County Zoning Ordinance pertinent to storage and collection of refuse such that:

i. 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.

ii. No substance which may contaminate a stream or waterway, or render such a stream or watercourse undesirable as a water supply or as a water supply or
for recreation, or which will destroy aquatic life is permitted to enter said stream or waterway.

iii. 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 refuse container designed for the intended purpose.

4. Local laws or regulations pertaining to the collection and disposal of solid waste should be established as recommended below:

   a. 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.

   b. 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 paragraph a. above should set forth minimum qualifications. (See Appendix H for a conceptual outline of a recommended licensing program.)

(i) Recommended Organizational/Programmatic Changes and Considerations

1. Continued assignment of a qualified individual to monitor the operation of the Mountainview Landfill and the closure and post-closure of existing landfills. 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.

2. Perform a critical review/audit of the County’s recycling program operations and costs including consideration of the following programmatic changes:
a. Addition of satellite compost sites
b. Development of commercial cardboard collection mechanism
c. Development of up-to-date literature on disposal of household hazardous waste
d. Implementation of an annual or biennial "for fee" scrap tire collection program
e. Collection of additional recyclables as operations and costs permit.
f. Development of direct markets for recyclables either singularly or in conjunction with other jurisdictions.
g. Development of regular e-cycling collection days.
Appendix A:

Contracts
AGREEMENT

THIS AGREEMENT, made and entered into as of the 10th day of November, 1987, by and between CHAMBERS OF MARYLAND, INC., a Maryland corporation ("Chambers") and THE BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND, a body politic (the "County").

WHEREAS, the County is in need of a disposal facility for nonhazardous waste generated by County residents and businesses; and

WHEREAS, the County is under a consent order to provide a site by July 1, 1988 for a disposal facility to supplant the existing county site; and

WHEREAS, Chambers and its affiliates have extensive experience in the design, construction and operation of environmentally sound sanitary landfills; and

WHEREAS, the County, through an appointed landfill committee and through the County Commissioners, has selected Chambers to develop a landfill from among four competing proposals; and

WHEREAS, the County has requested that Chambers construct and operate a sanitary landfill on property situated in the County and owned by Chambers; and

WHEREAS, Chambers wishes to construct and operate such a sanitary landfill for disposal of nonhazardous waste.

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

1. Construction of Site. Chambers shall use its best efforts, at its own cost, to engineer and construct a sanitary landfill (the "Landfill")
within the County, and take all steps necessary or advisable in order to secure all permits or other governmental authorizations necessary to operate the Landfill in accordance in all material respects with all standards imposed by any federal, state or local authorities.

In the event that Chambers is unsuccessful, despite its best efforts as aforesaid, in obtaining all necessary permits and zoning approvals to operate the Landfill on the site selected by Chambers and determines in its reasonable opinion that appeals or further appeals will not be successful, Chambers shall have the option of selecting another site or sites or of terminating this Agreement without any further obligation to the County, upon written notice to the County of Chambers' decision. If Chambers terminates this Agreement pursuant to this paragraph, neither party will have any further obligation hereunder to the other.

2. Authority; Designation of Landfill. The 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 Landfill in its solid waste plan as a sanitary landfill permitted in the County. The County shall not take any actions during the term of this Agreement that would adversely affect Chambers' rights hereunder or ability to perform hereunder.

3. Disposal Capacity. Chambers agrees that during the term of this Agreement it will make available sufficient space in the Landfill for the disposal of all nonhazardous solid waste generated by residents and commercial establishments located within the County which can be disposed of at the Landfill consistent with all applicable environmental laws, regulations and permits ("Acceptable County Waste").

4. Disposal Costs. (a) At initial landfill startup, disposal fees charged by Chambers at the Landfill to residents and commercial establishments within the County for all Acceptable County Waste shall be determined by Chambers following consultation with the County (but shall not be less than
$15.00 per ton nor more than $30.00 per ton). Residual and special wastes approved for disposal at the Landfill by the Maryland Department of Health and Mental Hygiene shall be disposed of at fees to be negotiated by Chambers and the generator. During the term of this Agreement, Chambers may increase the disposal fees charged at the Landfill for Acceptable County Waste by amounts equal to annual increases in: (i) the percentage increases in the Consumer Price Index - All Urban Consumers or replacement index; (ii) increased costs of insurance maintained by Chambers with respect to the Landfill; (iii) increased costs of fuel; and (iv) increased costs of operation of the Landfill attributable to changes in applicable laws, regulations or ordinances, or the interpretation thereof, by any government, governmental agency or court. Chambers shall provide the County with a monthly accounting of the County-resident generated disposal volume and total volume of waste disposed of at the Landfill, within five (5) days after the end of each calendar month.

(b) Individual residents disposing of three bags of Acceptable County Waste or less at the Landfill shall be permitted to dispose at no charge at the gate house. Chambers 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 such disposal during such month, and the County shall pay Chambers for such disposal within twenty (20) days after the end of such month at the rate established under Paragraph 4(a).

(c) Additionally, within twenty (20) days after the end of any calendar month during which Chambers has accepted less than 5,833 tons of Acceptable County Waste and less than 8,333 tons of waste from all sources (including Acceptable County Waste), the County shall pay to Chambers an amount equal to the average applicable disposal price during such month times the shortfall of Acceptable County Waste below 5,833 tons.

(d) At the end of each Contract Year of this Agreement, an adjustment shall be made to the disposal fees paid by the County. Such adjustment shall be calculated as follows:
(i) If the total Acceptable County Waste disposed of at the Landfill during the year exceeds 70,000 tons, then any amounts paid by the County during such year under subparagraph (c) above shall be refunded.

(ii) If the total waste disposed of at the Landfill from all sources during the year exceeds 100,000 tons, then any amounts paid by the County during such year under subparagraph (c) above shall be refunded.

(iii) If neither condition (i) or (ii) is met, then the County shall be obligated to pay to Chambers for such year an amount equal to the average applicable disposal fee during such year times the lesser of (x) 70,000 minus the tons of Acceptable County Waste disposed of at the Landfill during the year, or (y) 100,000 minus the tons of all waste disposed of at the Landfill during the year. The County shall pay to Chambers, or Chambers shall pay to the County, as the case may be, an amount necessary to bring the total County payment for the year to such amount.

5. **Term of Agreement.** This Agreement shall be effective on the date hereof and shall continue for a period ending twenty (20) years from the first delivery of Acceptable County Waste to the Landfill. Each such year, commencing with the date of first delivery or the anniversary thereof, shall be referred to as a Contract Year.

6. **Nonexclusivity.** The parties acknowledge that Chambers shall have the right to accept waste at the Landfill which has been generated by entities or persons residing outside of the County provided that the total of all waste disposed of in each Contract Year of this Agreement, including Acceptable County Waste, shall not exceed 125,000 tons, except as provided in Paragraph 7 hereof.
7. **Backup Facilities.** Notwithstanding the limitation imposed by Paragraph 6 hereof, the parties agree that the Landfill may be used as a backup facility for landfills operated by Chambers' affiliates, and Chambers shall arrange for the use of such other facilities as backups for the Landfill. In the event of a Force Majeure condition affecting the Landfill or the ability of the County to deliver waste to, or Chambers to accept waste at, the Landfill, or if continued acceptance of an existing waste stream would result in a violation of an environmental law, regulation or ordinance, Chambers shall make arrangements to dispose of Acceptable County Waste at sites operated by its affiliates, with the cost of transportation from the Landfill to the backup facilities borne by the County. In the event of a Force Majeure condition affecting landfills operated by Chambers' affiliates, or if continued acceptance of an existing waste stream would result in a violation of an environmental law, regulation or ordinance, Chambers shall have the right to dispose of at the Landfill waste which otherwise would have been disposed of at such other facilities, with the cost of transportation from such other facilities to the Landfill being borne by Chambers. The County may use such other facilities as a backup, and Chambers may use the Landfill as a backup, each for an aggregate period not to exceed twelve (12) months during any forty-eight (48) month period; provided, however, that backup use of the Landfill will not be permitted if it would reduce the remaining capacity of the Landfill to less than that amount needed to accept 100,000 tons per year of Acceptable County Waste for the remaining term of this Agreement.

8. **Operating Rules.** Chambers reserves the right to make, amend and enforce reasonable rules and regulations concerning the operation of the Landfill, the conduct of the drivers and others on the Landfill premises, and any other matters necessary or desirable for the safe, legal and efficient operation of the Landfill. Chambers shall have the right to refuse to accept any waste which does not conform to any applicable law, regulation, rule or permit condition, or that is hazardous or toxic, even if only a part of the waste load is nonconforming. In the event that Chambers detects unacceptable waste at the Landfill, the party delivering such waste shall be responsible for its removal. Chambers shall have the right to refuse to accept waste
delivered by parties who knowingly or repeatedly violate the Landfill operating rules.

9. Purchase by County. If at any time Chambers desires to sell the Landfill or the property upon which the landfill may be constructed, the County shall have the right of first refusal to purchase Chambers' right, title and interest in the Landfill, including property, equipment, permits, buildings and facilities. Chambers shall notify the County in writing of any bona fide offer of sale for the Landfill or property which Chambers desires to accept, and the County may exercise its right to purchase the Landfill or property at any time within sixty (60) days after receipt of such notice from Chambers, at a price and upon the same terms and conditions contained in any such bona fide offer received by Chambers. Chambers shall, if the County fails to exercise such right of first refusal, have the right to sell the Landfill or the property. Any such sale shall include terms requiring the purchaser to assume all of Chambers' obligations under this Agreement.

Additionally, in the event Chambers desires to terminate landfill operations after the commencement of such operations without first having received an offer to purchase the Landfill or the property, the County will purchase Chambers' right, title and interest in the same by paying to Chambers the landfill development costs (including but not limited to the purchase price of the property and all development and engineering costs) times the percentage of remaining cubic yards of landfill airspace capacity to the total capacity of the Landfill property (21,000,000 cubic yards in the site initially contemplated by the parties).

Additionally, in the event the County makes payments to Chambers pursuant to Section 4(d)(iii) of $500,000.00 or more in and with respect to each of three (3) consecutive Contract Years hereunder, the County shall have the option, exercisable by written notice to Chambers received not more than 60 days following the end of such period, to purchase Chambers' right, title and interest in the Landfill, including property, equipment, permits, buildings and facilities, by paying to Chambers the landfill development costs.
(including but not limited to the purchase price of the property and all
development and engineering costs) times the percentage of remaining cubic
yards of landfill airspace capacity to the total capacity of the Landfill
property (21,000,000 cubic yards in the site initially contemplated by the
parties).

Under any sale under this Section 9, Chambers shall be relieved and
discharged from any future obligations under this Agreement.

10. **Environmental and Post-closure Expense Fund.** The County shall
have the right to require that the disposal fees charged by Chambers under
Paragraph 4 hereof shall be increased by an amount not to exceed $1.00 per ton
which shall be in addition to the fees received by Chambers. The County shall
deposit such additional amounts in an escrow fund maintained by the County for
purposes of paying any expenses which may arise following closure of the
Landfill. Expenses will be paid out of such fund for closure or environmental
actions related to the Landfill to the extent that they are not paid out of
any closure bonds required by the State of Maryland. Any amounts remaining in
the fund after the closure of the Landfill shall be retained in the fund or
released to be used for solid waste disposal at the discretion of the County.

11. **Force Majeure.** Any delay or failure of performance by either
party shall not constitute a default hereunder or give rise to any claims for
damages if and to the extent that such delay or failure is caused by any act,
event or condition having a material adverse effect on its ability to perform
its obligations hereunder, including, but not limited to, acts of God,
lightning, earthquake, fire, severe weather conditions, epidemic, landslide,
drought, hurricane, tornado, storm, explosion, failure of utilities, flood,
nuclear radiation, act of a public enemy, or blockade, insurrection, riot or
civil disturbance, labor dispute, strike or other interruption, whether
involving the employees of either party or others, interference by third
parties with landfill operations, condemnation or other taking by any
government body, a change in any applicable law, regulation, rule or ordinance
or interpretation thereof limiting acceptance of waste at landfills, or any
order, judgment, action or determination of any federal, state or local court, administrative agency or government body adversely affecting the construction or operation of the landfills or the right or ability of Chambers to receive waste at its or its affiliates' landfills or of the County to deliver waste to the Landfill, or the suspension, termination, interruption, denial or failure of renewal or issuance of any permit, license, consent, authorization or approval. A party whose performance is affected by any such event shall give written notice thereof to the other party as soon as is reasonably practicable.

12. Notices. Any notice required under this Agreement shall be made either by personal delivery or by registered or certified mail, return receipt requested, and shall be deemed given upon personal delivery or upon receipt. Notices shall be given to the parties at the following addresses:

To Chambers: Chambers of Maryland, Inc.
10700 Frankstown Road
Pittsburgh, Pennsylvania 15235
Attention: John G. Rangos, Sr., President

To the County: Board of County Commissioners of Allegany County, MD
County Office Building
3 Pershing Street
Cumberland, Maryland 21502

Either party may change the location for receipt of notices hereunder by providing written notice to the other party as aforesaid.

13. Governing Law. This agreement shall be governed by the laws of the State of Maryland, without regard to its principles relating to conflict of laws.

14. Waiver. No waiver of a breach of any of the covenants contained in this Agreement shall be construed as a waiver of any prior or succeeding breach of the same covenant or any other covenant of this Agreement.

15. Modification. No modification, release, discharge or waiver of any provision hereof shall be of any force or effect, unless in writing signed by both parties hereto.
16. **Severability.** If any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.

17. **Binding Effect.** This Agreement constitutes the entire understanding between the parties and shall be binding upon both parties hereto, their successors, representatives and assigns.

18. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

19. **Headings.** The headings used herein are for the convenience of the reader and shall not be deemed to modify or in any way affect any of the covenants, terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth hereinabove.

**ATTEST:**

[Signature]

Secretary

(SEAL)

**CHAMBERS OF MARYLAND, INC.**

By: [Signature]

President

**ATTEST:**

[Signature]

Clerk

(SEAL)

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

By: [Signature]

President
AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into as of the 26th day of April, 1991, by and between CHAMBERS OF MARYLAND, INC., a Maryland Corporation ("Chambers") and the BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND, a body politic (the "County").

WHEREAS, Chambers and the County entered into an Agreement dated November 16, 1987 (the "Agreement") by which Chambers will construct and operate a sanitary landfill (the "Landfill") within Allegany County, Maryland and will provide disposal services to the County; and

WHEREAS, the Agreement provides that the County will be obligated to pay Chambers if certain disposal volume amounts are not met under the Agreement; and

WHEREAS, the Agreement provides that in the event Chambers desires to terminate landfill operations after commencement of such operations without receiving an offer to purchase the Landfill, the County will purchase Chambers' right, title and interest in the Landfill; and

WHEREAS, the County desires not to be required to purchase Chambers' right, title and interest in the Landfill; and

WHEREAS, the County desires to have certain inspection rights at the Landfill.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Elimination of County's Minimum Payment Obligation. Section 4(c) and Section 4(d) are hereby deleted in full from the Agreement.

2. Elimination of Purchase Requirements. Section 9 of the Agreement is hereby deleted after the first paragraph. As a result of the deletions provided in this Amendment, Section 9 of the Agreement shall read as follows:

9. Purchase by County. If at any time Chambers desires to sell the Landfill or the property upon which the Landfill may be constructed, the County shall have the right of first refusal to purchase Chambers' right, title and interest in the Landfill including property, equipment, permits, buildings and facilities. Chambers shall notify the County in writing of any bona fide offer of sale for the Landfill or property which Chambers desires to accept, and the County may exercise its right to purchase the Landfill or property at any time within sixty (60) days after receipt of such notice from Chambers, at a price and upon the same terms and conditions contained in any such bona fide offer received by Chambers. Chambers shall, if the County fails to exercise such right of first refusal, have the
right to sell the Landfill or the property. Any such sale shall include terms requiring the purchaser to assume all of Chambers’ obligations under this Agreement. Under any sale under this Section 9, Chambers shall be relieved and discharged from any future obligations under this Agreement.

3. Right of Inspection. During the term of this Agreement, the County shall have the right, at the County’s expense, to station a person at the Landfill for the purpose of monitoring the operation, inspecting the solid waste deliveries and to generally oversee for the County the Landfill premises during normal operating hours. The Company shall provide access to the Landfill premises for any such County employee. The County shall not be required to give any formal notice prior to exercising its rights hereunder. Nevertheless, the County shall not unreasonably interfere with the business operations of Chambers. To the extent that the inspection referred to herein produces a conclusion which may rise to the level of any type of violation under federal or state law, the County acknowledges that its action will be to refer the conclusion to the appropriate federal and/or state governmental authority with a written report of such being submitted to Chambers and to the County prior to or contemporaneous with referral to such governmental authority.

4. Ratification and Confirmation. No other provisions of the Agreement are altered or modified beyond those specifically enumerated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth herein above.

ATTEST: CHAMBERS OF MARYLAND, INC.

By: By:
Title: Secretary Title: President

ATTEST: THE BOARD OF COUNTY COMMISSIONERS OF ALLEGANY COUNTY, MARYLAND

By: By:
Title: Clerk Title: President
LANDFILL AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of
December, 2008, by and between MOUNTAINVIEW LANDFILL, INC.,
a Maryland Corporation and wholly owned subsidiary of Waste Management, Inc., 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 is in need of a disposal facility for the proper disposal of
nonhazardous solid waste generated by County residents and businesses; and

WHEREAS: Mountainview, a wholly owned subsidiary of Waste Management, Inc.,
owns and operates Mountainview Landfill near Frostburg, Maryland (hereinafter "Existing
Landfill"); and

WHEREAS: The County and Mountainview currently have a November 16, 1987
Agreement with Amendments in effect concerning the operation of the Existing Landfill which
expires on February 1, 2013; and

WHEREAS: The County and Mountainview desire to establish a contractual
relationship to facilitate the expansion of the Existing Landfill (hereinafter "Landfill"), for the
purpose of continued solid waste disposal use after February 1, 2013;

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

SECTION A – EXISTING LANDFILL

1. Existing Landfill – Mountainview shall be responsible for construction, permitting,
operation, closure and post closure care of the Existing Landfill in accordance with terms
of the November 16, 1987 Agreement with the County, as amended, all applicable
Federal, State and local regulatory requirements.

SECTION B – EXPANDED LANDFILL

1. Construction of Expanded Landfill – Mountainview shall use its best efforts, at its own
costs, to engineer, obtain permits and construct the Expanded Landfill on the property of
the Existing Landfill and take all necessary steps to operate the Landfill in accordance
with all standards and stipulations imposed by any Federal, State or local authorities, and
the terms of this Agreement.

   a. Landfill Gas System – the parties agree the Landfill design and construction shall
include a Maryland Department of the Environment (MDE) approved active
landfill gas extraction, collection and disposal system of type selected by Mountainview.

b. Permit Denial – if Mountainview is unsuccessful, despite its best efforts, in obtaining all necessary permits and approvals for construction of the Landfill, Mountainview may terminate this Agreement prior to February 2, 2013 without further obligation to the County, provided Mountainview agrees to extend the terms and service under the Existing Landfill through the date on which the disposal capacity of the Existing Landfill is exhausted, at which point the November 16, 1987 Agreement, as amended, and this Agreement, shall expire.

2. **Authority: Designation of Landfill** – The 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 Landfill in its Solid Waste Plan as a sanitary landfill permitted in the County. The County shall not take any actions during the term of this Agreement that would adversely affect Mountainview's rights hereunder or ability to perform hereunder.

3. **Disposal Capacity** – Mountainview agrees that during the term of this Agreement it will make available sufficient space in the Landfill for the disposal of all nonhazardous solid waste (hereinafter "Acceptable County Waste") consisting of Municipal Solid Waste (hereinafter "MSW") and Construction Demolition Waste (hereinafter "CD") generated by residents, commercial and industrial establishments located within the County which can be disposed of legally at the Landfill, consistent with all applicable environmental laws, regulations and permits.

b. Mountainview shall be entitled to accept and dispose of the following maximum annual volumes of solid waste at the Landfill:

| (1) | Calendar Years 2013 to 2017 | - | 135,000 Tons |
| (2) | Calendar Years 2018 to 2022 | - | 145,000 Tons |
| (3) | Calendar Years 2023 to 2027 | - | 155,000 Tons |
| (4) | Calendar Years 2028 to 2032 | - | 165,000 Tons |
| (5) | Partial Year 2033 (January 1 – February 1) | - | 13,750 Tons |

b. Mountainview shall be entitled to accept and dispose of MSW and CD from outside Allegany County. The maximum amount of MSW and CD allowed from outside Allegany County shall be the difference between the date appropriate maximum annual volume allowed in paragraph 3.a. above and the total of MSW and CD disposed of from Allegany County sources. If that difference is less than 50,000 tons in any given year, Mountainview shall be entitled to accept and dispose of up to 50,000 tons of MSW and CD from outside Allegany County and the maximum annual volume will be increased for that year to accommodate those 50,000 tons.
c. Mountainview shall provide monthly and annual reports to the County showing the type, amount and origin of waste (in-County vs. out-of-County) disposed at the Landfill.

d. Unless otherwise approved in writing by the County, all solid waste disposed in the Landfill shall be subject to the limits set forth in the previous paragraphs 3.a. and 3.b.

4. **Disposal Fees** - The Disposal Fee (i.e. tipping fee) charged per ton for solid waste generated in Allegany County shall be determined as follows:

a. **Allegany County Waste** – the initial Year 2013 Disposal Fee shall be based on the extension of the current published Year 2008 disposal fee for Municipal Solid Waste and Construction Demolition Waste ($41.50/ton and $56.50/ton, respectively) by application of the Consumer Price Index – All Urban Consumers US Cities Average (CPI) until February 2, 2013. The CPI shall be modified by the parties to eliminate the effects of the price of gasoline as a percentage of the CPI already included in fuel surcharges described in paragraph 4.c. below. However, the Year 2013 Disposal Fees shall not exceed:

<table>
<thead>
<tr>
<th>Waste Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Solid Waste</td>
<td>$50.00/Ton</td>
</tr>
<tr>
<td>Construction Demolition Waste</td>
<td>$64.00/ton</td>
</tr>
</tbody>
</table>

The Year 2013 Disposal Fees listed above shall only be exceeded in the event that Mountainview incurs large, unusual, documented expenses in construction of the Expanded Landfill. In the event the average cost of construction exceeds $320,000 per acre of landfill footprint, Mountainview reserves the right to pass the additional excess cost on to Allegany County. The County shall have the right to accomplish the payback of the excess cost by authorizing an increase in the initial 2013 Disposal Fee based on an amortization of the excess cost over the waste volume benefitting from said costs. Mountainview agrees to provide detailed documentation of such excess costs for County review.

b. **Waste from Adjacent Counties** – the Disposal Fees charged for MSW and CD Waste generated in adjacent counties and disposed of in the Landfill shall be established by Mountainview, but shall not be less than the Disposal Fees for MSW and CD waste generated in Allegany County.

c. **Surcharges** – in addition to the Disposal Fees, Mountainview may apply fuel and environmental surcharges as developed by Waste Management, and applied uniformly to like customers. The Waste Management fuel charge is adjusted weekly and is based on information publicly reported by the United States Department of Energy. The environmental surcharge is currently 4.2% and is subject to adjustment based on increased environmental compliance and monitoring costs.
d. Future Increases in Disposal Fees - each year after 2013, the in-county "not to exceed" base tipping fee may be adjusted annually on April 1 of each year based upon the previous year's 12-month change in the CPI Index, modified by the parties, to eliminate the effect of the price of fuel, already included in the surcharges described in the previous paragraph 4.c. Waste Management will notify the County of the price increase and meet with the County to provide and review necessary details to justify the adjustment.

e. Additions to CPI – In the event that the annual CPI adjustment does not meet the increased operating cost at the facility, a request may be submitted to Allegany County outlining any additional price increase amounts above the CPI increase and details regarding the variables that make up the need for the additional increase (e.g., regulatory requirements, utilities, etc.). The parties agree to be reasonable in making and reviewing such requests.

f. Other Adjustments – 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 or local law will also be added to the applicable Disposal Fee at the time such fees are implemented.

g. Reduced In-County Disposal Fees – in the event Mountainview decides to offer a lower than posted Disposal Fee to haulers for waste generated in 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 and shall not be considered as justification for Additions to the CPI as described in the previous paragraph 4.e.

h. Out-of-County Disposal Fees – Mountainview shall have the right to set Disposal Fees for waste generated from non-adjacent counties outside Allegany County. However, these rates shall not be set artificially low or be considered as justification for Additions to the CPI as described in previous paragraph 4.e.

5. Recycling Fees – in addition to the Disposal Fee, the County may direct Mountainview to collect a recycling fee on each ton of waste disposed at the Landfill that is generated in Allegany County.

a. Payment of Fee – the collected Recycling Fee (currently $1.50 per ton) will be forwarded to the County on a monthly basis with payment due for the month by the 15th day of the following month. The Recycling Fee shall not apply to any reduced rate or free disposal of waste tons that Mountainview may, from time to time, offer to the County.

b. Modification of Recycling Fee – The County may modify the amount of the Recycling Fee by advising Mountainview, in writing, of its desire to do so. The modification will become effective the following April 1.
6. **Out-of-County Host Fee** – in addition to the Disposal Fee, Mountainview shall collect and remit to the County a Host Fee for each ton of waste disposed at the Landfill that is generated outside Allegany County.

   a. Payment of Fee – the Host Fee shall be forwarded to the County on a monthly basis with payment due for the month by the 15th day of the following month.

   b. Amount of Host Fee – the amount of the Host Fee shall be as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 1, 2013 through Calendar Year 2017</td>
<td>$1.00 per ton</td>
</tr>
<tr>
<td>Calendar Years 2018 to 2022</td>
<td>$1.35 per ton</td>
</tr>
<tr>
<td>Calendar Years 2023 to 2027</td>
<td>$1.65 per ton</td>
</tr>
<tr>
<td>Calendar Years 2028 to February 2033</td>
<td>$2.00 per ton</td>
</tr>
</tbody>
</table>

7. **Landfill Operation** – Mountainview shall be solely responsible to operate and maintain the Landfill in accordance with all applicable Federal, State and Local rules and regulations. Allegany County shall not be liable for any costs, claims, penalties or fees resulting from Mountainview's failure to do so.

   a. Operating Rules – Mountainview reserves the right to make, amend and enforce reasonable rules and regulations concerning the operation of the Landfill, the conduct of the drivers and others on the Landfill premises, and any other matters necessary or desirable for the safe, legal and efficient operation of the Landfill. Mountainview shall have the right to refuse to accept any waste which does not conform to any applicable law, regulation, rule or permit condition, or that is hazardous or toxic, even if only a part of the waste load is nonconforming. In the event that Mountainview detects unacceptable waste at the Landfill, the party delivering such waste shall be responsible for its removal. Mountainview shall have the right to refuse to accept waste delivered by parties who knowingly or repeatedly violate the Landfill operating rules.

   b. County Inspection – the County shall have the right to have designated employee(s) enter the premises of the Landfill to observe Mountainview's operations. Said observations shall be conducted during normal Landfill operating hours unless the County gives Mountainview notice and reason for an after hours observation. County employees shall not have the right to direct Mountainview's employees or otherwise interfere with Mountainview's operations.

8. **Guaranteed Landfill Capacity** – the parties agree to cooperate in providing back-up landfill capacity should the need arise in accordance with the following terms:

   a. Waste Management Landfills as Back-up – in the event of a condition affecting the Landfill or the ability of the County to deliver waste to, or Mountainview to accept waste at the Landfill, or if continued acceptance of an existing waste stream would result in a violation of an environmental law, regulation or
ordinance, Mountainview shall make arrangements to dispose of Acceptable County Waste at other regional sites operated by Waste Management,

(1) should the cause of the need for back-up landfill use be related to conditions caused by Force Majeure or the County, the cost of transportation of County waste to the back-up landfill shall be borne by the County.

(2) should the cause of the need for back-up landfill use be related to condition caused by Mountainview, the cost of transportation of County waste to the back-up landfill shall be borne by Mountainview.

b. Landfill as Back-up – Notwithstanding the disposal capacity limits set forth in previous paragraph 3.a., in the event of a Force Majeure condition affecting landfills operated by Mountainview or Waste Management or if continued acceptance of an existing waste stream would result in a violation of an environmental law, regulation or ordinance, Mountainview shall have the right to dispose of at the Landfill waste which otherwise would have been disposed of at such other facilities, with the cost of transportation from such other facilities to the Landfill being borne by Mountainview.

c. Limitations of Use – The County may use Mountainview and Waste Management back-up landfills and Mountainview may use the Landfill as a back-up landfill each for an aggregate period not to exceed twelve (12) months during any forty-eight (48) month period; provided, however, that backup use of the Landfill will not be permitted if it would reduce the remaining capacity of the Landfill to less than that amount needed to accept the projected volume of tons per year of Acceptable County Waste for the remaining term of this Agreement.

9. **Public Drop-Off Area for MSW** – Mountainview shall provide an area at the Landfill equipped with dumpster boxes for the disposal of bagged MSW from County residents.

a. Cost of Disposal – Mountainview 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 Mountainview for such disposal within twenty (20) days after the end of such month at the current Disposal Fee established for the Landfill.

b. Guard Service – If requested to do so by the County, Mountainview shall provide guard service at the public drop-off area to insure 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 Mountainview's guard.

10. **Public Drop-Off Area for Recycling** – Mountainview shall provide an area at the Landfill for use by the County as a recycling drop-off area for County residents.
a. Location – The drop-off area for recycling shall be located at the same area as previously located at the Existing Landfill, unless the parties agree to relocate it. Other changes in the drop-off recycling area must be mutually agreed upon between the County and Mountainview.

b. Operation – County shall be responsible to provide, maintain and haul the various recycling containers at its sole cost.

c. Indemnification

(1) County acknowledges that it has sole care, custody and control of the equipment while at the Mountainview location and accepts responsibility for all loss or damage to the equipment and for its contents. The County shall not change the general use or layout of the area without the written permission of Mountainview.

(2) County shall be responsible for maintaining the property, keeping same in a neat and clean condition. 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. Mountainview agrees to advise the County of any problems they observe concerning use of the recycling area.

(3) County shall to the extent permitted by law, indemnify, defend and shall hold harmless Mountainview and its respective parents, affiliates, officers, partners, employees or agents from and against any and all claims, damages, losses, actions, demands, deficiencies, liabilities, cost 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 Mountainview, its parents, affiliates, officers, partners, employees or agents in connection with or arising out of or resulting from: (a) a breach of any covenant, agreement, representation or warranty of the County contained herein; (b) the County's failure to comply with any applicable law relating to any of the activities addressed herein; or (c) any negligence, gross negligence or willful misconduct of the County or any employee, agent subcontractor or invitee of the County while on the property of Mountainview or arising out of County's refuse collection and recycling activities. The obligations of the County hereunder shall survive the termination or expiration of this Agreement.

(4) Upon receipt by Mountainview of a notice of a claim, action or proceeding, Mountainview shall give written notice to County within ten (10) days by registered mail of any claim made against Mountainview on the obligations set forth herein. Failure to give the notice shall not affect
Mountainview's rights to indemnification hereunder except to the extent that the County can demonstrate actual prejudice caused by such failure.

(5) Upon termination of this Agreement, the County shall immediately remove all equipment and restore the property to its original condition.

(6) County shall be solely responsible for the maintenance of the equipment as well as the maintenance of the property and shall supervise all operations with respect to operating the refuse collection and recycling center. Mountainview 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 Mountainview's property.

11. Compost Recycling Area – At the County's request, Mountainview agrees to locate and provide suitable area at the Landfill for use by the County as a compost drop-off area for County residents. Such area shall be identified prior to February 1, 2013.

a. Location – the compost area shall be located not to interfere with normal Landfill operation and be at a site designated by Mountainview. The site must be accessible and relatively flat.

b. Operation – County shall be responsible to construct, maintain, operate, grind and haul ground compost at its sole cost.

(1) The compost site shall be operated similar to the County's current Mexico Farms compost site.

(2) Grinding of compost shall occur not less than twice a year and the ground compost shall be removed from the site within 30 days of grinding.

c. Indemnification

(1) County acknowledges that it has sole care, custody and control of the equipment while at the Mountainview location and accepts responsibility for all loss or damage to the equipment and for its contents. The County shall not change the general use or layout of the area without the written permission of Mountainview.

(2) County shall be solely responsible for maintaining the compost site and keeping same in a neat and orderly condition.

(3) County shall to the extent permitted by law, indemnify, defend and shall hold harmless Mountainview and its respective parents, affiliates, officers, partners, employees or agents from and against any and all claims, damages, losses, actions, demands, deficiencies, liabilities, cost 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 Mountainview, its parents, affiliates, officers, partners, employees or agents in connection with or arising out of or resulting from: (a) a breach of any covenant, agreement, representation or warranty of the Indemnitor contained herein; (b) the County's failure to comply with any applicable law relating to any of the activities addressed herein; or (c) any negligence, gross negligence or willful misconduct of the County or any employee, agent, subcontractor or invitee of the County while on the property of Mountainview or arising out of County's composting activities. The obligations of the County hereunder shall survive the termination or expiration of this Agreement.

(4) Upon receipt by Mountainview of a notice of a claim, action or proceeding, Mountainview shall give written notice to County within ten (10) days by registered mail of any claim made against Mountainview on the obligations set forth herein. Failure to give the notice shall not affect Mountainview's rights to indemnification hereunder except to the extent that the County can demonstrate actual prejudice caused by such failure.

(5) Upon termination of this Agreement, the County shall immediately remove all equipment and restore the property to its original condition.

(6) County shall be solely responsible for the maintenance of the equipment as well as the maintenance of the property and shall supervise all operations with respect to operating the compost site. Mountainview 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 Mountainview's property.

12. **Land Clearing Landfill** – Mountainview agrees, at its cost, to investigate the feasibility of permitting, constructing, operating and maintaining a land clearing disposal site at the Landfill. Said investigation shall occur prior to February 1, 2013 and the results will be shared with the County. Any tonnage ultimately accepted at the land clearing disposal site shall not be counted against the Landfill's maximum annual disposal capacity described in section 3.a., herein.

a. **Operation** – if determined by Mountainview to be technically and economically feasible, Mountainview may construct and operate, at its cost, the land clearing disposal site as a for profit operation.

b. **Disposal Fee** – Mountainview shall establish a disposal fee and rules of operation for the land clearing disposal site which are adequate to cover the cost of construction, operation and a reasonable profit.
13. **Single Stream Recycling** – Mountainview agrees, at its cost, to investigate the feasibility of permitting, constructing, operating and maintaining a single stream recycling convenience center at the Landfill. Commingled recyclables would be delivered to and collected at the landfill and hauled to a recycling center for sorting and processing.

a. Investigation – the County agrees to provide detailed recycling information for Mountainview's use. Mountainview agrees to complete the investigation prior to February 1, 2013 and share its results with the County.

b. Operation – if determined by Mountainview to be technically and financially feasible, the County and Mountainview may enter into an Agreement to establish the details of the operation.

c. Costs – the following is envisioned in regard to costs:

   (1) County would be responsible, at its sole expense, to have recyclables delivered to the Landfill.

   (2) Mountainview would be responsible, at its sole costs, to haul the recyclables to the recycling center for processing.

   (3) The costs to establish facilities at the Landfill to accept recyclables and the disposition of any revenues paid by the recycling center will be negotiated between the parties.

14. **Leachate Treatment Agreement** – the parties have entered in an August 22, 2003 amended Leachate Treatment Agreement for the treatment of leachate from the Existing Landfill at a County operated wastewater treatment plant which expires on February 1, 2013. The parties intend to negotiate a similar agreement to cover treatment of leachate from the expanded Landfill prior to February 1, 2013. It is envisioned the following items will be included in that agreement:

a. Pre-treatment of Leachate – Mountainview 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.

b. Delivery of Leachate – Mountainview shall be responsible, at its sole cost, to deliver leachate to the County wastewater system at a location(s) approved by the County. This may include the following:

   (1) delivery to a County wastewater treatment plant via tank truck; and/or

   (2) construction of a sewer line extension to the Georges Creek Sewerage System along Maryland Route 36 south of the Landfill.
(a) Design and construction of sewer line and metering facilities shall be per County standards and approval.

(b) County will assist in obtaining necessary permits to construct the sewer line.

(c) If requested by Mountainview, County agrees to consider accepting ownership and maintenance responsibility of the completed sewer line. In exchange, County shall be permitted to allow residential connections to the sewer line provided a specified capacity exists for Mountainview's leachate.

c. Reports – Mountainview shall submit monthly reports to the County showing the quantity of leachate delivered and its biological and chemical constituents.

d. Cost of Treatment – Mountainview shall pay the County for the leachate treated at the current industrial sewage treatment rate.

e. Sewage Sludge Disposal – County shall receive free disposal of acceptable sewage sludge at the Landfill generated at a County-owned wastewater and water treatment plant in a quantity not to exceed 3,500 tons per year. Said quantity shall not count against maximum annual volume of solid waste accepted at the Landfill per paragraph 3.a.

SECTION C – GENERAL PROVISIONS

1. **Term of Agreement** – this Agreement shall be effective on the date first written. The provision of disposal service is for a twenty (20) year period from February 2, 2013 to February 1, 2033. The terms of this Agreement apply to the operation of both the Existing Landfill and the Expanded Landfill.

2. **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, including those from the Maryland Department of the Environment necessary for implementation of the provisions of this Agreement.

3. **Governing Laws** – this Agreement shall be governed by the laws of the State of Maryland, without regard for its principles relating to conflict of law.

SECTION D – MISCELLANEOUS PROVISIONS

1. **Force Majeure** – any delay or failure of performance by either party shall not constitute a default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is caused by any act, event or condition having a material adverse effect on its ability to perform its obligations hereunder,
including, but not limited to, acts of God, lightning, earthquake, fire, severe weather conditions, epidemic, landslide, drought, hurricane, tornado, storm, explosion, failure of utilities, flood, nuclear radiation, act of a public enemy, or blockade, insurrection, riot or civil disturbance, labor dispute, strike, terrorist activities, acts of war whether involving the employees of either party or others, interference by third parties with landfill operations, condemnation or other taking by any government body, a change in any applicable law, regulation, rule or ordinance or interpretation thereof limiting acceptance of waste at landfills, or any order, judgment, action or determination of any federal, state or local court, administrative agency or government body adversely affecting the construction or operation of the landfills or the right or ability of Mountainview to receive waste at its or its affiliates' landfills or of the County to deliver waste to the Landfill, or the suspension, termination, interruption, denial or failure of renewal or issuance of any permit, license, consent, authorization or approval. A party whose performance is affected by any such event shall give written notice thereof to the other party as soon as is reasonably practicable.

2. **Notices** – any notice required under this Agreement shall be made either by personal delivery or by registered or certified mail, return receipt requested, and shall be deemed given upon personal delivery or upon receipt. Notices shall be given to the parties at the following addresses:

To Mountainview: Mountainview Landfill, Inc.
P. O. Box 95
13300 New Georges Creek Road, SW
Frostburg, MD 21532

With Copy to: Waste Management
Eastern Group Legal Dept.
Attn: General Counsel
448 Lincoln Highway
Fairless Hills, PA 19030

To the County: Board of County Commissioners of Allegany County, MD
County Office Complex
701 Kelly Road, Suite 407
Cumberland, MD 21502

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

Either party may change the location for receipt of notices hereunder by providing written notice to the other party as aforesaid.
3. **Waiver** – no waiver of a breach of any of the covenants contained in this Agreement shall be construed as a waiver of any prior or succeeding breach of the same covenant or any other covenant of this Agreement.

4. **Modification** – no modification, release, discharge or waiver of any provision hereof shall be of any force or effect, unless in writing signed by both parties hereto.

5. **Severability** – if any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.

6. **Binding Effect** – this Agreement constitutes the entire understanding between the parties and shall be binding upon both parties hereto, their successors, representatives and assigns.

7. **Assignment** – this Agreement may not be assigned by either party without the prior written consent of the other party.

8. **Headings** – the headings used herein are for the convenience of the reader and shall not be deemed to modify or in any way affect any of the covenants, terms and conditions of this Agreement.

(SIGNATURE PAGE TO FOLLOW)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth hereinabove.

ATTEST:

Mountainview Landfill, Inc.

By, Steve M. Berry, Vice President

(SEAL)

ATTEST:

The Board of County Commissioners of Allegany County, Maryland

James J. Stakes, President

Robert M. Hutcheson, Commissioner

Dale R. Lewis, Commissioner

(SEAL)
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 14th day of January 2010 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., responded to the RFP with a February 8, 2001 Proposal, (hereinafter "Proposal"), a copy which is attached to this Agreement as Exhibit B; and


4. WHEREAS: The parties wish to extend their relationship by entering into a fourth 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;

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. Magazines - miscellaneous forms and sizes of glossy paged magazines which are collected for recycling purposes.

F. 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.

G. Mixed Cans - aluminum and bi-metal cans which are collected separately or jointly for recycling purposes.

H. OCC/paperboard - old cardboard containers and paperboard which is collected for recycling purposes.
I. ONP - standard newsprint and newspaper inserts which are collected for recycling and processed into ONP Grade No. 8 for marketing purposes.

J. Office Paper - loose or shredded bond, writing, or computer paper; envelopes; folders and drawings which are collected for recycling purposes.

K. Processing - the acts of sorting, baling, compacting or otherwise transforming the accumulated recyclable materials into a marketable form.

L. Recovery - the acceptance and storage of recyclable materials delivered to the Recycler either by the County, its contractors or general public.

M. 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.

N. Recycler - Penn-Mar Recycling, LLC, owned by Kimberly S. and Steven D. Miller with a business address of 201 Riverside Ave., Cumberland, Maryland.

O. Recycling Building - former Court 5 of the Kelly Springfield Tire Company located at 201 Riverside Avenue, Cumberland, Maryland.

P. 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.

Q. Separated Glass - clear, brown and/or green glass which is collected in separate bin containers for recycling purposes.

R. Telephone Books - standard printed telephone books which are collected for recycling purposes.
S. White Goods - household appliances (such as stoves, refrigerators, air conditioners, dryers, washers, dehumidifiers, etc.) which are collected for recycling purposes.

T. 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. Provide and lease the first floor area of the Recycling Building to the Recycler for his use in performance of the terms of this Agreement.

B. Arrange for and conduct required quarterly fire sprinkler system inspections.

C. Provide the Recycler with approximately one-half (1/2) acre of ground outside and adjacent to the Recycling Building for his use. To the extent possible, the bulk of this area will be located on the west side of the Recycling Building.

D. Permit the Recycler to use, operate and maintain the County Baler.

E. Arrange and pay for the delivery of drop boxes to the Recycling Building.

F. 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
(2) OCC/paperboard
(3) Mixed Cans
(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. Seek and maintain written approval from the County prior to making any desired modifications to the Recycling Building. Approval of requested modifications shall not be unreasonably denied.

J. 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.

K. 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.

L. 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.

M. Provide payment of all funds due the County for each month within thirty (30) days of the end of that month.

N. 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 92, Subpart F), labor to load the container, and hauling shall be at the recyclers expense. White goods shall not be stored on the site outside for the container for longer than 2 business days.

5. **PAYMENTS BY THE COUNTY TO THE RECYCLER**

A. The County shall compensate the Recycler the difference between a processing fee of $51.00 per ton for FY 2011, $52.00 per ton for FY 2012 and $53.00 per ton for FY 2013, 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

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 $51.00 per ton for FY 2011, $52.00 per ton for FY 2012 and $53.00 per ton for FY 2013, 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. The Recycler shall compensate the County one dollar ($1.00) per year to lease the first floor of the Recycling Building for the Recycler's use in performance of the terms of this Agreement.

C. The Recycler shall reimburse the County the actual cost of fire hazard damage and extended coverage insurance to be carried on the Recycling Building by the County. (Approximate cost $750 per fiscal year).

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
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 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.

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.

E. The Recycler shall pay all costs of properly repairing any damage done to the Recycling Building as a result of the Recycler's use of the Recycling Building. The County will perform an annual inspection around or on June 30 to inventory the existing facility and outline the appropriate repairs beyond normal wear and tear required to the Recycling Building. The Recycler shall have 60 days to complete the outlined repairs, e.g. damaged siding, equipment, walls, electrical fixtures, sprinkler system, etc. The Recycler shall be required to provide a Performance Bond to the County in the amount of $10,000 for the life of the contract to cover the cost of any repairs.

F. Any capital improvement projects (CIP) desired by the Recycler shall be reviewed and approved by the County prior to incorporation into the Recycling Building. All costs associated with any CIP shall be borne by the Recycler.

8. TERM

A. This Agreement shall become effective July 1, 2010 and be for a term of three (3) years from that date.

B. This Agreement may be amended at any time by the mutual agreement of the parties hereto. Within thirty (30) days of the end of the second full year of operation under this Agreement (i.e. July 1, 2012), the parties agree to meet to discuss extending the term of this Agreement.
9. **RENEWAL OF AGREEMENT**

A. Notwithstanding Section 8B., the Recycler shall have the Option to renew this Agreement for an additional term of one (1) year, upon the terms and provisions of this Agreement, by giving the County notice in writing of its intention to renew said Agreement one hundred eighty (180) days prior to the expiration of this Agreement. The right to exercise this Option shall be contingent upon the County being satisfied the Recycler is in full compliance with the terms of this Agreement. The FY 2013 processing fee of $53.00 per ton shall apply to this one (1) year renewal unless otherwise agreed upon by the County and Recycler.

B. If the Recycler exercises his option to renew this Agreement for a one (1) year term, then, at the expiration of said one (1) year term, said Recycler shall have the option to renew this Agreement for a second one (1) year term, by giving written notice of its intention to renew said Agreement one hundred eighty (180) days prior to the expiration of said renewal term. The FY 2013 processing fee of $53.00 per ton shall apply to this one (1) year renewal unless otherwise agreed upon by the County and Recycler. The right to exercise this Option shall be contingent upon the County being satisfied the Recycler is in full compliance with the terms of this Agreement.

C. Notwithstanding the above, the County shall have the right to manage its recycling program in a manner that is in the best interest of the County. At any time the Recycler desires to exercise an Option to renew the Agreement, the County shall have the right to add or discontinue acceptance of specific recyclable materials for that Option period should conditions arise that warrant such action.

10. **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.

11. **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.

12. **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 cause this Agreement to be executed by their respective representatives hereunder duly authorized, all of the day and year first above written.

Cathy E. Blank
WITNESS
Carol A. Gaffney, CLERK
Cathy E. Blank, CLERK

JAMES J. STAKEM, PRESIDENT
ROBERT M. HUTCHESON, COMMISSIONER
Dale R. Lewis, COMMISSIONER

KENNETH MILLER
WITNESS

KIMBERLY D. MILLER
STEWEN D. MILLER

PENN-MAR RECYCLING, LLC
Appendix B:

Summary of applicable state and federal regulations
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.
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.
MDE regulates the location, design and operation of sanitary landfills through refuse disposal permits issued and enforced under authority of the following sections of the Environment Article.

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 Nongovernment 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 Hospitals 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
Section 228 Scrap Tires – Storage, Recycling, and Disposal
Summary of Maryland Regulations Affecting Solid Waste Management

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

Under Title 09
Subtitle 5 – County Water and Sewerage Plans
Subtitle 17 – Office of Recycling, Created MDE’s Recycling Program and defined and mandated county recycling goals.

Under Title 26
Subtitle 3 – Chapter 3, Water Supply, Sewerage, Solid Waste and Pollution Control Planning and Funding – 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.
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.
Subtitle 4 – Chapter 7, Regulations of Water Supply, Sewerage Disposal on, Solid Waste Management: Regulations for permitting, designing, constructing, operating and closing municipal, land clearing debris, rubble and industrial waste landfills, processing facilities, transfer stations and incinerators.

Other regulations under title 26 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 5 – Chapter 3, Construction on Nontidal Waters and Floodplains
Subtitle 5 – Chapter 4, Nontidal wetlands
Subtitle 5 – Chapter 7, Wetlands Regulations
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
Appendix C:

Bibliography
Bibliography / Resource List


USEPA Pay As You Throw (PAYT) Research
http://www.epa.gov/waste/conserve/tools/payt/research.htm

State of Maryland Recycling Directory
Appendix D:

Solid Waste Management Board Bylaws
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 jurisdiction as 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;
Solid Waste Management Board Bylaws

- 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
Construction 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 and Treasurer 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 "Sunshine Laws", 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, 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

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:

State of Maryland Litter Control Law

Maryland Code, Criminal Law, Title 10, Section 110
§ 10-110. Litter Control Law.

(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) In addition to, or instead of, the penalties provided in paragraphs (2) and (3) of this subsection, the
court may suspend for up to 7 days the license of the person to operate the type of conveyance used in the violation who is presumed to be responsible for the violation under subsection (d) of this section.

(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:
   - to the county or municipal corporation where the violation occurred; or
   - 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:
   - prohibit littering; and
   - classify littering as a municipal infraction under Article 23A, § 3(b) of the Code.
2. The governing body of Prince George's County may 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 "Litter Control Law".

[An. Code 1957, art. 27, § 468(a), (b), (c)(1), (2), (4), (5), (d)-(j); 2002, ch. 26, § 2; 2004, ch. 214.]
Appendix F:

Local municipal ordinances related to solid waste

Note that these ordinances were current at the time of publication and are provided for information only. For current ordinance information, contact the municipality directly.
Chapter 21 SOLID WASTE*


Charter references: Authority to regulate solid waste, § 72; dumping in streams, § 76.

Cross references: Nuisances, Ch. 14; water, sewers and sewage disposal, Ch. 24.


Sec. 21-1. Definitions.
Sec. 21-2. Authority of city council to contract for refuse removal.
Sec. 21-3. Requirements for collection vehicles.
Sec. 21-4. Garbage, etc., to be placed in authorized receptacles; collection of garbage.
Sec. 21-5. Ashes.
Sec. 21-6. City ash tags; specifications.
Sec. 21-7. Limitation on quantity.
Sec. 21-8. Enforcement of chapter.
Sec. 21-8.1. Setting and collection of rates for refuse collection.
Sec. 21-9. Penalties.
Sec. 21-10. Dumpsters.

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. It shall be the duty of persons having refuse to be disposed of to place the same in tight, covered containers, paper bags, or plastic bags having a capacity not in excess of thirty-two (32) gallons. All garbage must be drained and wrapped in paper before being placed in such containers and such containers shall be placed in a
convenient place so that the garbage collector may gather the same. In no event shall a refuse container placed for collection weigh in excess of forty (40) pounds.

All pasteboard boxes, brush or similar items placed for collection must be cut down and/or folded to a length not to exceed forty-eight (48) inches and securely tied with stout cord in suitable bundles, not to exceed forty (40) pounds per bundle. Magazines shall be tied in bundles not to exceed forty (40) pounds. Newspapers shall be tied in bundles not to exceed forty (40) pounds.

(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)

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 city administrator and of the city police to watch over the collection
of refuse, ashes and other material as provided in this chapter, and to report to the mayor and city
 council and the county health officer all cases of neglect of duty on the part of the garbage
contractor, any driver of a garbage vehicle or of any customer, as provided by 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)

Sec. 21-8.1. Setting and collection of rates for refuse collection.

(a) The following fees shall be charged by the city for garbage collection:

(1) Residential customers.
   a. Per month . . . $8.63
   or
   b. Per quarter . . . 25.09
   or
   c. Per year . . . 100.36

(2) Commercial customers.
   a. Per month . . . 15.94
   or
   b. Per quarter . . . 47.82
   or
   c. Per year . . . 191.28

(3) Industrial customers.
   a. Per month . . . 15.94
   or
   b. Per quarter . . . 47.82
   or
c. Per year . . . 191.28

(4) Tax exempt customers.

a. Per month . . . 8.63

or

b. Per quarter . . . 25.09

or

c. Per year . . . 100.36

Whether a customer is billed on a monthly, quarterly or yearly basis shall depend upon whether that customer is billed on a monthly, quarterly or yearly basis for water and sewer services by the City of Cumberland.

(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)

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)
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.)
ARTICLE IV:
MUNICIPAL REFUSE COLLECTION

City of Frostburg, MD
ARTICLE IV: MUNICIPAL REFUSE COLLECTION

SECTION I:
SHORT TITLE

a) Short Title. This Ordinance shall be known and may be cited as the “Municipal Refuse Collection Ordinance of the City of Frostburg.”

SECTION II:
DEFINITIONS

a) Definitions. For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, the words used in the present tense include the future; words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory:

1) Apartment Building Customer. Any person who owns or occupies a building containing three (3) or more dwelling units served by the City of Frostburg through one or more water meters.

2) City. The City of Frostburg.

3) Commercial Customer. Any person who owns or occupies any building within the City of Frostburg which is primarily used for the conduct of any activity with the intent of realizing a profit from the sale of goods or services, and who purchases water from the City of Frostburg, the same to specifically include Frostburg State College and its attendant facilities.

4) Superintendent and/or Commissioner. The Superintendent of Streets and/or the Commissioner of Public Works of the City of Frostburg.

5) Garbage. Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

6) Person. Any person, firm, partnership, association, corporation, company or organization of any kind.

7) Refuse. All putrescible and non-putrescible solid waste (except body wastes), including garbage, rubbish, street cleanings, and dead animals.

8) Residential Customer. Any person who owns or occupies a dwelling unit which is primarily used as a dwelling place and not located in an apartment building, and who purchases water from the City of Frostburg, or person or entity who owns or occupies a building containing two (2) or less dwelling units.

9) Rubbish. Non-putrescible solid wastes consisting of both combustible and non-combustible wastes, such as paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, and similar materials.
ARTICLE IV: MUNICIPAL REFUSE COLLECTION

SECTION III:
COLLECTIONS BY CITY

a) City Garbage Collection. All refuse, rubbish or garbage accumulated in the City shall be collected, conveyed and disposed of by the City as hereinafter set forth, subject to the following exceptions:

1) Exception for Non-Residential Actual Producers. This Ordinance shall not prohibit commercial customers who are either actual producers of refuse or the owners of premises upon which refuse has accumulated, from providing for the collecting, conveying, and disposing of such refuse, rubbish or garbage, provided such producers or owners comply with any other governing law or Ordinances.

2) Exception for Outside Collectors. This Ordinance shall not prohibit collectors of refuse from outside of the City from hauling such refuse over City streets, provided such collectors comply with the provisions of this Ordinance and with any other governing law or Ordinances. Nor shall it prohibit collection by outside collectors when such collection is done pursuant to a Permit issued by the City in specific cases.

SECTION IV:
SUPERVISION OF COLLECTION

a) Garbage Collection Supervision. All refuse, rubbish or garbage accumulated in the City shall be collected, conveyed and disposed of by the City under the supervision of the Superintendent and/or Commissioner of Public Works. The Superintendent and/or Commissioner shall have the authority to make regulations concerning the days of collection, type and location of waste containers and such other matters pertaining to the collection, conveyance and disposal as he shall find necessary and to change and modify same after notice as required by law, provided said regulations are not contrary to the provisions hereof.

a) Appeals. Any person aggrieved by a regulation of, or fee charged by, the Superintendent and/or Commissioner shall have the right of appeal to the Mayor and City Council, as a body, who shall have authority to confirm, modify or revoke such regulation of fee.

SECTION V:
PRE-COLLECTION PRACTICES (Amend 1991 - 13)
ARTICLE IV: MUNICIPAL REFUSE COLLECTION

a) Preparation of Garbage, Refuse and Rubbish.
   1) Empty cardboard boxes must be flattened and bundled;
   2) Brush, tree branches must be tied in bundles not longer than six (6) feet in length; and
   3) No container of bundle shall weigh more than fifty (50) pounds.

b) Garbage, Refuse and Rubbish Containers.
   1) Refuse, etc., containers shall be provided by the owner, tenant, lessee, or occupant of the
      premises. Refuse containers shall be maintained in good condition. Any container that may
      have ragged or sharp edges or any other defect liable to hamper or injure the person collecting
      the contents thereof shall be promptly, replaced upon notice. The Superintendent shall have
      the authority to refuse collection for failure to comply herewith.
   2) Metal or plastic containers or plastic bags shall be used. Paper bags or sacks may be used
      only if placed in metal or plastic containers. Plastic bags shall be firmly secured.
   3) All containers shall be maintained in a clean and sanitary condition; if they are not, the
      containers are subject to being picked up and destroyed.
   4) In the event of accidental or deliberate destruction of a container prior to collection, the
      property owner or tenant shall be responsible for cleaning up debris so created.

c) Storage of Refuse.
   1) Public Places. No person shall place any refuse in any street, alley, or other public place,
      or upon any private property whether owned by such person or not, within the City except it
      be in proper containers for collection or under express approval granted by the Superintendent
      and/or Commissioner. Nor shall any person throw or deposit any refuse in any stream or
      other body of water.
   2) Unauthorized Accumulation. Any unauthorized accumulation of refuse on any premises
      is hereby declared to be a nuisance and is prohibited. Failure to remove any existing
      accumulation within thirty (30) days after the effective date of this Ordinance shall be deemed
      a violation of this Ordinance.
   3) Scattering of Refuse. No person shall cast, place, sweep or deposit anywhere within the
      City any refuse 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.

d) Points of Collection. All containers shall be placed adjacent to the public way, street or
   alley, but not in or on same. Containers shall be placed in open view.
e) **Prohibited Waste.** The following waste materials are prohibited from being disposed of through the use of the City garbage system:

1) Controlled hazardous substances in quantities prohibited by COMAR 26.13.02;


3) Special Medical Waste as defined in COMAR 26.13.02;

4) Radioactive materials as defined in COMAR 26.12.01;

5) Automobiles;

6) Drums or tanks, unless empty and flattened or crushed with the ends removed (this prohibition does not apply to drums or other containers of acceptable wastes); drums or tanks that have held hazardous waste must be emptied in accordance with COMAR 26.13.02.07;

7) Animal carcasses resulting from medical research activities or destruction of diseased animals unless so ordered by the Health Officer of Allegany County;

8) Septage or sewage scavenger waste; and

9) Chemical or petroleum cleanup material, unless:
   
   (a) The nature of the spilled substance is known;

   (b) The spilled material is not a controlled hazardous substance as defined in COMAR 26.13.02;

   (c) The spilled material is not likely to adversely affect the landfill liner; and

   (d) The spilled substance is contained in an absorbent of sufficient excess volume that the material deposited at the landfill does not exhibit free liquids as defined in Condition b above.

f) **Penalties.** The violation of the terms of this ordinance shall be a municipal infraction and punishable by the maximum fine permitted under the terms of the municipal infraction laws of the State of Maryland.
ARTICLE IV: MUNICIPAL REFUSE COLLECTION

SECTION VI:
COLLECTION PRACTICES

a) Frequency of Collection.

1) Residential and Apartment Building Customers. Refuse accumulated by residences and apartment building customers shall be collected at least once each week. Containers shall be put out no earlier than 8:00 p.m. on the night before, nor later than 7:00 a.m. on the day of collection. Once the street has been collected, no callback will be made. All empty containers shall be promptly removed from the street.

2) Commercial. Commercial establishments as deemed necessary may enter into agreements for more frequent collection. Where necessary to protect the public health, the Superintendent and/or Commissioner shall have the authority to require more frequent collections.

3) Limitation on Quantity. The Superintendent and/or Commissioner shall collect a reasonable accumulation of refuse from each person. The Superintendent and/or Commissioner shall have the authority to refuse the collection of unreasonable amounts or to make an additional charge for such amounts.

SECTION VII:
FEES

a) Fees shall be:

1) Residential Customer ...................... $ 27.00 per quarter (FY 2003)

2) Apartment buildings...................... $ 27.00 per quarter (FY 2003)

b) Fee Collection. Fees shall be collected by the Billing Clerk by adding the appropriate charges to the water bills of residential customers and apartment-building customers. Fees due from Commercial Customers will not be billed on the Quarterly water bill, but shall be payable on an annual basis payable in advance on July 1st of each year.

c) Penalties. In the event that any individual, partnership, corporation or entity of whatsoever kind or nature fails to pay said fee in the appropriate and timely manner, said accrued charge shall serve as a binding and valid lien on the real property for which the garbage collection service has been rendered. This remedy will be in addition to the right of the City to initiate appropriate civil proceedings for the collection of any and all accrued charges in a Court of competent jurisdiction. In addition, the City shall assess a penalty of five percent (5%) of the
unpaid balance of the municipal refuse collection bill for each quarterly billing period in which there exists an unpaid balance from the previous billing period. This penalty shall be added to and become part of the unpaid balance of said bill.

SECTION VIII: PENALTIES

a) Civil Claims. In addition to such penalties that may be provided herein for municipal infractions, the City shall have the authority to file civil claims for the cost of removal of refuse after the person responsible for same has been notified and requested to remove the same and refuses to do so in a timely manner.
JULY 1, 2009
CITY OF FROSTBURG
SCHEDULE OF MUNICIPAL FEES

MISCELLANEOUS:
Amusement License...........................................................................................................$35.00 per year

REAL PROPERTY TAXES: $.55 per $100 of Assessed Value
Certification of amounts due and memo bills - $5.00 each account per request for both annual and semi-annual payments

PERSONAL PROPERTY TAXES: $1.375 per $100 of Assessed Value

Interest rate on taxes is 1½% per month beginning October 1 retro-active to July 1

WATER RATES
WATER USAGE IN-CITY
0 – 50,000 gallons/quarter.......................................................... $2.95/1,000 gallons
50,001 gallons/quarter and over.............................................. 7.50/1,000 gallons

ALLEGANY COUNTY
All usage................................................................................. $?.??/1,000 gallons

OUTSIDE CITY
All usage................................................................................. $8.00/1,000 gallons

SEWAGE RATES
SEWAGE USAGE IN-CITY
0-50,000 gallons/quarter...................................................... $4.60/1,000 gallons of water
50,001 gallons/quarter and over............................... $9.75/1,000 gallons of water

WATER SURCHARGE
Monthly surcharge per unit or equivalent
In-City Frostburg customers.................................................. $11.80
Out of City customers.......................................................... $10.75
County customers except Eckhart................................. $7.75
County customer Eckhart................................................... $1.65

CSO (Combined Sewer Overflow) SURCHARGE
Monthly surcharge per unit or equivalent.............................. $6.00

REFUSE RATES
Residential Customers.......................................................... $33.00 per quarter
Apartment buildings.......................................................... $33.00 per quarter per unit

A charge of $50.00 will be assessed to the property owner for each load over the first pick-up truck load during bulk pick-up.

NOTIFICATION OF WATER SHUT OFF
10% of total amount due or $20.00, whichever is greater.

SUPPLEMENTAL WATER METER READINGS
$10.00
Appendix G:

Allegany County Reuse Directory
First Step in Responsible Waste Management

**REDUCE**

Source Reduction

Source reduction, also known as waste prevention, is the practice of designing, manufacturing, purchasing, or using materials (such as products and packaging) in ways that reduce the amount or toxicity of waste. Source reduction can help reduce waste disposal and handling costs because it avoids the cost of recycling, municipal composting, landfilling and combustion.

Did you Know?

Between 1960 and 2007 the amount of waste each person creates has almost doubled from 2.7 to 4.6 pounds per day. The most effective way to stop this trend is by preventing waste in the first place.

http://www.epa.gov/osw/conserve/rrr/reduce.htm

Second Step in Responsible Waste Management

**REUSE**

Reuse Directory

This Reuse Directory can help you locate where to donate good used items that would otherwise end up in the landfill.

Remember, yard sales, pawn shops, classified ads, auctions and antique stores are also good sources for buying or selling reusable items.

How Else Can You Help?

* Take a reusable mug to work
* Use rechargeable batteries
* Reuse bags, bottles and jars
* Purchase refillable printer cartridges, pens and pencils
* Use the back of one sided copy paper as note pads
* Purchase products made of materials that can be recycled

Third Step in Responsible Waste Management

**RECYCLE**

Recycle in Allegany County

When you’ve done all you can do to avoid waste, recycle. Producing goods from recycled materials typically consumes less energy and conserves raw materials.

In Allegany County you can recycle: glass, aluminum and steel cans, #1 & # 2 plastic bottles and jugs, cardboard, newspaper, magazines, office paper, oil, antifreeze, yard waste and white goods.

Special recycling events are held for household hazardous waste, telephone books, tires and electronics.

For a list of recycling sites in Allegany County, see the yellow pages of the local phone directory or visit:

www.gov.allconet.org/recycle

To add, update or remove items, businesses or organizations from this directory, please contact Allegany County Recycling Office

Phone: 301-777-5933 X-210

email: terry.bennett@allconet.org

Printed on 30% Post Consumer Recycled Paper
-LIST OF ITEMS THAT CAN BE DONATED FOR REUSE

Donated items MUST be CLEAN and in RESELLABLE CONDITION

<table>
<thead>
<tr>
<th>Items</th>
<th>Business Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appliances (working)</td>
<td></td>
</tr>
<tr>
<td>Small</td>
<td>2</td>
</tr>
<tr>
<td>Baby Items (all parts included)</td>
<td></td>
</tr>
<tr>
<td>Cribs, Playpens (no car seats)</td>
<td>1</td>
</tr>
<tr>
<td>Beads</td>
<td>7</td>
</tr>
<tr>
<td>Belts</td>
<td>2</td>
</tr>
<tr>
<td>Bicycles</td>
<td>2, 11</td>
</tr>
<tr>
<td>Blankets</td>
<td>2</td>
</tr>
<tr>
<td>Books (no encyclopedias, text books or magazines)</td>
<td></td>
</tr>
<tr>
<td>Adult</td>
<td>2,8</td>
</tr>
<tr>
<td>Children</td>
<td>2,3,8</td>
</tr>
<tr>
<td>Building Materials</td>
<td>5</td>
</tr>
<tr>
<td>Cartridges (ink jet, laser)</td>
<td>8</td>
</tr>
<tr>
<td>Children Underwear &amp; Socks</td>
<td>2,3</td>
</tr>
<tr>
<td>Cleaning Supplies</td>
<td>8</td>
</tr>
<tr>
<td>Clocks</td>
<td>2,3</td>
</tr>
<tr>
<td>Clothing</td>
<td>2</td>
</tr>
<tr>
<td>Clothes Hangers (metal)</td>
<td>10</td>
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<tr>
<td>Computers and Peripherals</td>
<td>2</td>
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<tr>
<td>Craft Items</td>
<td>3,4,7</td>
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<tr>
<td>Books</td>
<td>2,7</td>
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<tr>
<td>Crayons</td>
<td>3</td>
</tr>
<tr>
<td>Curtains</td>
<td>2</td>
</tr>
<tr>
<td>Decorations</td>
<td>2,4,7</td>
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<tr>
<td>Dishes</td>
<td>2,3,4,8</td>
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<tr>
<td>Dressers</td>
<td>1,2</td>
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<tr>
<td>Dryers (working, must see)</td>
<td>2,9</td>
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<tr>
<td>Eyeglasses</td>
<td></td>
</tr>
<tr>
<td>Exercise Equipment</td>
<td>4</td>
</tr>
<tr>
<td>Fabric</td>
<td>2,7</td>
</tr>
<tr>
<td>Food (non-perishable)</td>
<td>8</td>
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<tr>
<td>Furniture</td>
<td>1,2,3</td>
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<tr>
<td>Games</td>
<td>2</td>
</tr>
<tr>
<td>Gloves</td>
<td>2,3</td>
</tr>
<tr>
<td>Housewares</td>
<td>2,4</td>
</tr>
<tr>
<td>Kitchen Utensils</td>
<td>2</td>
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<tr>
<td>Lumber</td>
<td></td>
</tr>
<tr>
<td>Medical Equipment</td>
<td></td>
</tr>
<tr>
<td>Canes, Crutches, Walkers</td>
<td>4,9</td>
</tr>
<tr>
<td>Office Equipment (working)</td>
<td>2</td>
</tr>
<tr>
<td>Packaging Peanuts (will pay for)</td>
<td>6</td>
</tr>
<tr>
<td>Paper Products (towels, toilet paper)</td>
<td>8</td>
</tr>
<tr>
<td>Pots and Pans</td>
<td>2,4</td>
</tr>
<tr>
<td>Puzzles</td>
<td>2,7</td>
</tr>
<tr>
<td>Refrigerators (working)</td>
<td>3,4</td>
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<tr>
<td>Rubber Stamps</td>
<td>7</td>
</tr>
<tr>
<td>Rugs (throw or roll up)</td>
<td>2</td>
</tr>
<tr>
<td>School Supplies</td>
<td>2,3</td>
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<tr>
<td>Sheets (gently used)</td>
<td>2</td>
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<tr>
<td>Shoes</td>
<td>2</td>
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<tr>
<td>Stoves, (working, no gas, must see)</td>
<td>2,3</td>
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<tr>
<td>Stuffed Animals</td>
<td>2</td>
</tr>
<tr>
<td>Towels</td>
<td>2</td>
</tr>
<tr>
<td>Toys</td>
<td>2</td>
</tr>
<tr>
<td>Yarn</td>
<td>2,7</td>
</tr>
<tr>
<td>Washers (working, must see)</td>
<td>2</td>
</tr>
<tr>
<td>Wheelchairs</td>
<td>4,9</td>
</tr>
</tbody>
</table>

BUSINESSES AND ORGANIZATIONS ACCEPTING DONATED ITEMS

PLEASE, call ahead to be sure your items are needed at this time!

<table>
<thead>
<tr>
<th>Code</th>
<th>Business</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Allegany County Department of Social Services</td>
<td>301-784-7110</td>
</tr>
<tr>
<td>2.</td>
<td>Horizon Goodwill Industries</td>
<td>301-722-8141 ex.1809</td>
</tr>
<tr>
<td>3.</td>
<td>HRDC Head Start</td>
<td>301-724-2547</td>
</tr>
<tr>
<td>4.</td>
<td>Adult Day Care Centers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Willow Creek</td>
<td>301-777-8422</td>
</tr>
<tr>
<td></td>
<td>George’s Creek</td>
<td>301-463-4085</td>
</tr>
<tr>
<td>5.</td>
<td>Pending</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>The Mailroom, Inc.</td>
<td>301-729-8622</td>
</tr>
<tr>
<td>7.</td>
<td>Cumberland Senior Center</td>
<td>301-724-8626</td>
</tr>
<tr>
<td>8.</td>
<td>Healing Hunger Food Service, Inc.</td>
<td>301-478-5448</td>
</tr>
<tr>
<td>9.</td>
<td>LaVale Lion’s Den</td>
<td>301-729-4166</td>
</tr>
<tr>
<td>10.</td>
<td>Frostburg Laundromat</td>
<td>301-689-2092</td>
</tr>
<tr>
<td>11.</td>
<td>Valerie Van Hollen (Bikes for the World)</td>
<td>301-777-8783</td>
</tr>
</tbody>
</table>

2010
Appendix H:

Proposed Solid Waste Hauler Licensing Program
CONCEPTUAL OUTLINE FOR
RECOMMENDED REFUSE COLLECTION/HAULER
LICENSING PROGRAM

PURPOSE:

To protect the citizens and environment of Allegany County by insuring 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 10 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
      Year Company Formed
   b. President Name
   c. Contact Information
      Office Phone Number, Cell Phone Number, Fax Number
   d. Mailing Address
   e. Business Hours
   f. Number of Employees
   g. Number of Vehicles Used for Hauling
      VIN Number(s)
      Registration Number(s)
   h. Payment Methods and Rates
   i. Tax ID Number
   j. Bonded/Registered
   k. Workmen’s Compensation Information
      Coverage must include all employees entering private property
   l. 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.

(4) Any licensed hauler who violates any provisions of this Article shall be subject to a penalty (amount to be determined).