

SWDF

P.S.C. W.Va. No. 7
Canceling P.S.C. W.Va. No. 6

MERCER COUNTY SOLID WASTE AUTHORITY

OF

PRINCETON, WEST VIRGINIA

INTERIM

RATES, RULES AND REGULATIONS FOR FURNISHING

SOLID WASTE DISPOSAL FACILITIES

at Mercer County Sanitary Landfill and commercial Composting
operation that consist of a composite liner pad Mercer County, West Virginia

Filed with **THE PUBLIC SERVICE COMMISSION**
of
WEST VIRGINIA

Issued December 10, 2019

Effective for service rendered on or after
December 5, 2019, subject to refund.

Issued by authority of an Order of the
Public Service Commission of West Virginia
in Case No. 19-0817-SWF-T final
December 5, 2019

Issued by MERCER COUNTY SOLID WASTE AUTHORITY

By *a. n. wall*

Chairman Title

RULES AND REGULATIONS

- I. Rules and Regulations for the Government of Solid Waste Facilities adopted by the Public Service Commission of West Virginia, and now in affect, and all amendments thereto and modifications thereof hereafter by said Commission.
- II. Rules and Regulations for the governing of Mercer County Solid Waste Authority Waste Facility located at 753 Frontage Road, Princeton, Mercer County, West Virginia, and the Mercer County Sanitary Landfill, located on Route 460, Mercer County, West Virginia, adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereof hereafter made by said Commission.
- III. OPERATING HOURS:
The Mercer County Composting Facility and the Mercer County Sanitary Landfill shall operate on the following schedule:

Open: 7:00 a.m. to 5:00 p.m. - Monday through Friday
 8:00 a.m. to 1:00 p.m. - Saturday

Closed: New Year's Day, Martin Luther King's Birthday,
 President's Day, West Virginia Day, Memorial
 Day, Independence Day, Labor Day, Thanksgiving
 and Christmas. The Composting Facility and Landfill may by prior
 arrangement open on a holiday. The Composting Facility and
 Landfill may be closed by giving prior notice.
- IV. BILLING AND COLLECTING:
All charges for disposing of materials at the facility shall be paid for in cash at the time of disposal unless a credit agreement has been executed. The Composting Facility and Landfill reserves the right to refuse to enter into credit agreements.

V. REFUSAL OR LIMITATION OF SERVICE:

The Mercer County Composting Facility and Landfill shall have the right to refuse or limit service to any customer in the following situations and conditions.

- (A) The disposer refuses to properly disclose the origin, type or quality of material.
- (B) The material is a type not compatible with or harmful to the integrity of the liner or some other part of the Composting and Landfill Facility or incompatible with the facility permits.
- (C) The material is labeled, tagged, or identified in a manner different from any manifest or bill of lading for the material.
- (D) The driver fails to follow traffic patterns or instructions or exhibits a disregard for safety. If the driver has in the past failed to follow instructions or traffic patterns, or exhibited disregard for safety or has been involved in an accident, service will be denied.
- (E) The driver refuses when requested to spread the material for inspection, testing or sampling prior to disposal.
- (F) The material appears to be burning or smoldering.
- (G) The volume of material presented for disposal is such that the Composting Facility and Landfill cannot adequately handle the material, or the volume presented for disposal would exceed the existing regulatory approvals for the facility or in combination with other material typically accepted would contribute to exceeding the existing regulatory approvals.
- (H) The Composting Facility and Landfill reserves the right to refuse or to limit service in the event of adverse weather conditions, equipment breakdowns, labor disruptions or shortages or unanticipated disruptions, which affect facility and landfill operations.
- (I) The driver is intoxicated, armed, not properly identified or not properly licensed. The equipment of the disposer is unsafe, out of repair or not equipped to be safely operated.

V. REFUSAL OR LIMITATION OF SERVICE: (Continued)

- (J) The disposer is delinquent in paying previous bills under a credit agreement.
- (K) The Composting Facility and Landfill will reject for disposal any material which is a special solid waste which requires prior or special regulatory approval before accepting it. The Compost Facility and Landfill may, by separate agreement, and upon receiving the appropriate regulatory approvals, accept the waste.
- (L) The Composting Facility and Landfill will reject for disposal any material which requires special handling or could interfere with the efficient operation of the Composting Facility and Landfill including meeting daily cover requirements. The Composting Facility and Landfill may, by separate agreement, accept this waste.

VI. APPLICABILITY:

This tariff is applicable to all commercial haulers, commercial and industrial customers, the general public and municipalities.

VII. RATES:

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| (I)(C) | A. General Public Hauling Residential Waste: | |
| | Minimum Rate (up to 213 pounds) | \$ 5.00 |
| | Tonnage Rate | \$38.00 |
| | B. Certified Commercial Haulers
Municipalities Industrial &
Commercial Customers | \$38.00 |
| | C. Materials subject to paragraphs V.(K) and V.(L): | To be negotiated |
| | D. In addition to other charges, waste in vehicles
which require additional equipment for special
handling shall be subject to a surcharge: | To be negotiated |
| | E. If the Composting Facility or Landfill rejects a
load of waste, the total cost for handling this
waste for inspection is to be borne by the hauler: | To be negotiated |

- (I) Indicates increase
- (C) Indicates change in text

VII. RATES: (Continued)

- F. The Composting Facility and Landfill will change an additional fee to the disposer if the equipment or personnel are required to provide anything other than ordinary services to the disposer: To be negotiated
- G. Out of waste shed: \$38.00

If the Landfill determines to accept materials that are a special solid waste which require prior regulatory approval, the landfill will negotiate with the disposer: (1) the volume of materials to be accepted; (2) the specific details of the disposal including the time, place, rate of disposal and other conditions of disposal; and, (3) the price of disposal. The following are examples of the kinds of materials which, if the landfill determines to accept them, the landfill will negotiate with the disposer for their disposal: (1) tires; (2) asbestos; (3) shredder fluff, insulation and other light-weight materials; (4) ash; and, (5) bulky goods.

VIII. DISTRIBUTION PROCESS:

After the composting material has been composted into a desired density, it will be stockpiled. It will then be advertised that the material will be free to the public on certain dates.