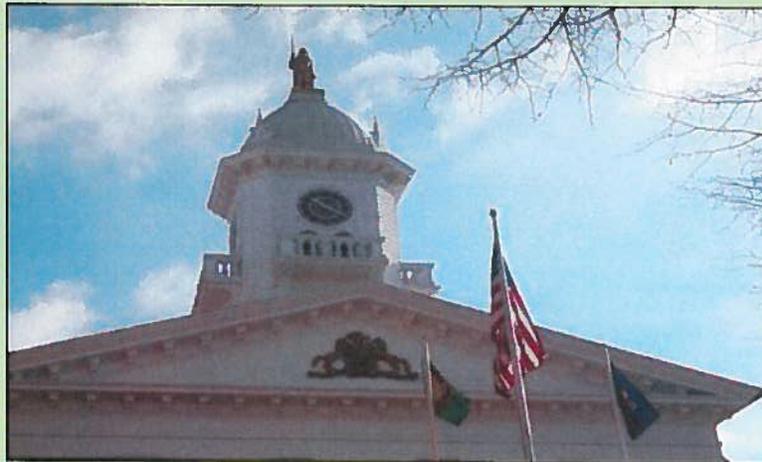




**FRANKLIN COUNTY,  
PENNSYLVANIA**

**MUNICIPAL SOLID WASTE PLAN  
UPDATE**

**as adopted September, 2013**



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**FRANKLIN COUNTY, PENNSYLVANIA  
MUNICIPAL SOLID WASTE MANAGEMENT PLAN  
2013 UPDATE**

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# **FRANKLIN COUNTY, PENNSYLVANIA**

## **2013 MUNICIPAL SOLID WASTE MANAGEMENT PLAN UPDATE**

### **PHASE 1 – OVERVIEW**

#### **CURRENT WASTE GENERATION, WASTE AND RECYCLING FACILITIES, AND RECYCLING PROGRAMS**

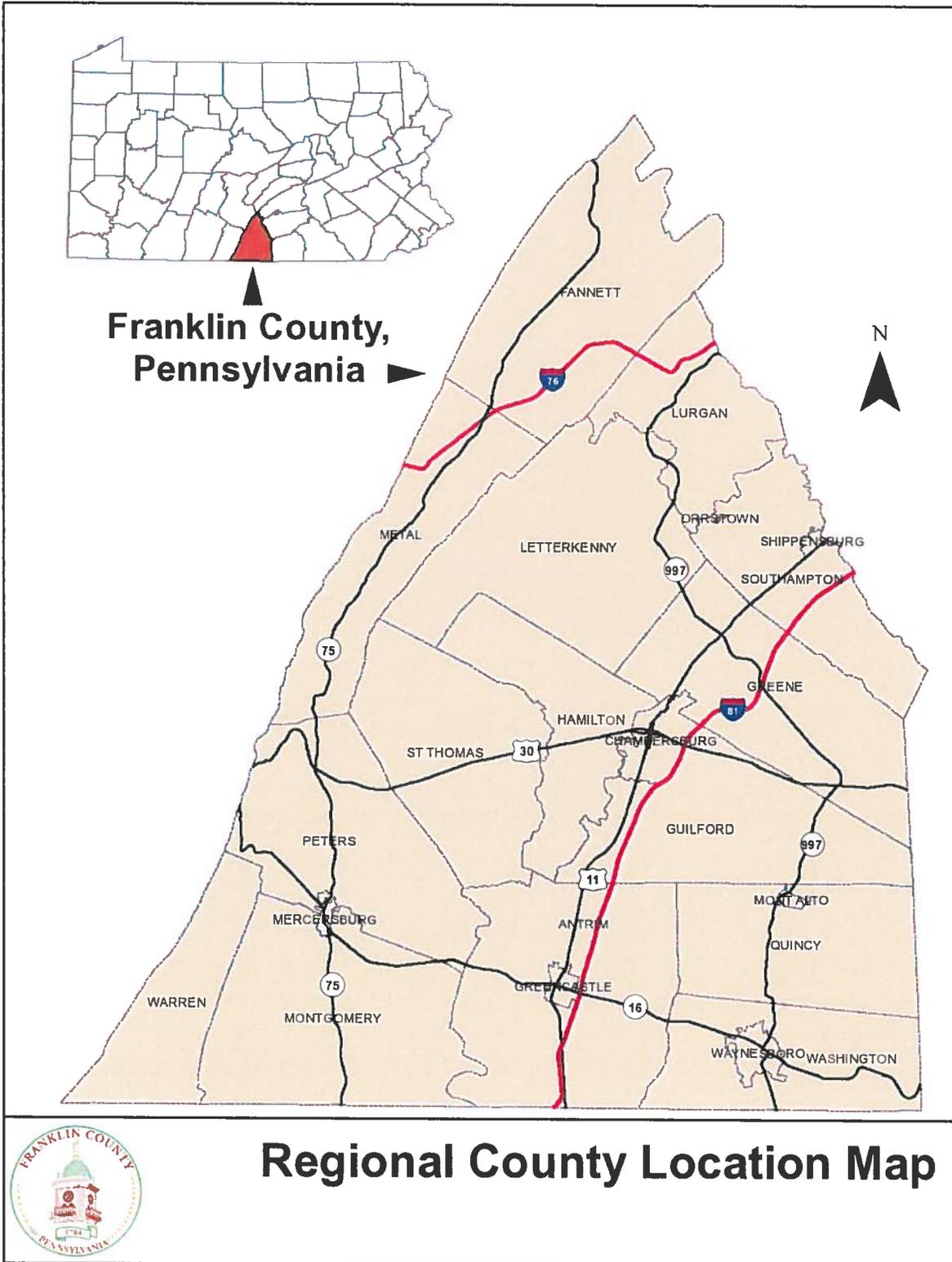
##### **WASTE GENERATION & COMPOSITION**

###### **COUNTY OVERVIEW**

Franklin County, located in South-Central Pennsylvania, is comprised of 15 townships and 7 boroughs. It encompasses 771.9 square miles and had a 2010 U.S. Census population of 149,618. The County operates under an elected three-member Board of Commissioners and provides many public services and community programs to ensure the health, safety and welfare of its residents. The accompanying map entitled “Regional County Location Map” illustrates the County in a regional context and the distribution of its respective municipalities.

Franklin County’s roots are deeply embedded in the Commonwealth’s history with its origins in the earliest subdivisions created by William Penn. Franklin County, named for Benjamin Franklin, was established on September 9, 1784. In that same year, the General Assembly named Chambersburg as the County seat and in 1795 the first courthouse was constructed.

Since its establishment, Franklin County has maintained a consistent economic and social growth rate. The convergence of several major highways and access to rail lines has allowed the County to become the financial and commercial center for much of the region. Historically, Franklin County has been a predominantly agricultural community with development concentrated in the five major boroughs: Chambersburg, Greencastle, Mercersburg, Shippensburg and Waynesboro. Franklin County still maintains a healthy agricultural economy, ranking second in Pennsylvania in the production of milk, meat and apples. Agriculture remains vitally important, both economically and culturally. However, development pressures are encroaching on many formerly agricultural areas and, as a result, the rural profile of the County is beginning to change.



With the diversity of its economic base, the residents of Franklin County enjoy the advantages of both rural and urban opportunities. However, comprehensive planning for the future needs to be coordinated in order to maintain a prosperous quality of life in Franklin County. As a result, the County Planning Department and its nine-member commission, appointed by the Board of Commissioners, have been pursuing progressive planning initiatives to foster and develop positive growth while maintaining the rich heritage and rural character of Franklin County. This revision to the County's Municipal Solid Waste Management Plan is just one of the many initiatives the Planning Commission has set in motion as part of the implementation of the County's Comprehensive Plan.

The first Franklin County Solid Waste Plan was completed in 1973 to meet the requirements of Act 97-241. The second version, in response to Act 101 of 1988, was completed in October of 1990 and implemented in January of 1991. The enactment of the Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 101), and its subsequent regulations, for the first time shifted the authority for municipal solid waste (MSW) management to the County. This transfer of authority away from the municipalities gave the County the ability to establish goals, create a plan to achieve those objectives, but also to implement the recommendations through the adoption of ordinances, rules and regulations. As a result, it has been the policy of Franklin County to:

- Utilize private enterprise to provide for adequate disposal to meet the State requirements;
- Encourage recycling through education efforts;
- Assist municipalities in enacting ordinances for curbside recycling and municipal solid waste collection as well as ordinances to regulate junkyards and illegal dumping;
- Conduct programs to enhance the recycling effort including household hazardous waste collections;
- Identify the most acceptable method of sewage sludge disposal;
- Initiate clean-up campaigns throughout the County; and
- Plan for additional waste streams as the need arises.

Many of these objectives still require additional efforts to effect change. However, education and planning efforts will continue to assist in meeting these goals. The most obvious benefits of the planning process have been the implementation of recycling programs to reduce the volume of waste, the securing of waste disposal capacity at state-of-the-art landfills to guarantee the long-term handling of the County's waste and the protection of the environment, and the licensing of waste haulers including the establishment of improved public health and safety standards.

The purpose of this current Plan Update is to evaluate both the efforts of Franklin County to implement the elements of its existing Plan and its effectiveness. Based on those findings, certain provisions will be considered for revision and new ideas incorporated to complement the evolving efforts of the County's community recycling programs. The County has assembled a Solid Waste Advisory Committee (SWAC) comprised of representatives from all classes of municipal government and members of the waste and recycling industry. Together with County staff and their consultant, they will analyze and assess the manner in which waste is currently collected, transported and disposed of. This Committee will provide the Board of Commissioners the suggested foundation for this latest edition of Municipal Solid Waste Management Plan Revisions.

## DEMOGRAPHICS

According to the 2010 United States (U.S.) Census, Franklin County had a population of 149,618. This represents a continued trend of increase since 1970 (100,833) and continuing with the 1980 (113,629), 1990 (121,082), and 2000 (129,313) census figures. This is a 48% increase in population in 40 years and a 16% increase since 2000. The 2010 U.S. Census population already exceeds the projected population estimate developed by the Pennsylvania State Data Center for the year 2030. This testifies to the reality that Franklin County is experiencing significant growth in comparison to most other regions of Pennsylvania. It should also be noted that the U.S. Census Bureau has designated the greater Chambersburg region as one of four new "urban areas" in Pennsylvania based upon a 2010 population of > 50,000.

Pennsylvania is one of the most rural states in the nation. However, a shift is evident based upon the latest U.S. Census data as more urbanization is identified based strictly on population density. Counties with overall population densities of 274 persons per square mile or less are categorized as rural. Franklin County is still considered a rural county with an overall population density of 193.83 persons per square mile and a housing density of approximately 76 homes per square mile. Table 1-1 illustrates the disbursement of that population throughout the County. Rural characteristics are important factors to consider in the development of a municipal solid waste management plan. Both have an impact on economic activity, infrastructure development and service offerings. Opportunities for open burning and illegal dumping increase.

**TABLE 1-1: FRANKLIN COUNTY POPULATION DENSITY**

<u>MUNICIPALITY</u>	<u>2010 POPULATION</u>	<u>2010 OCCUPIED HOUSING UNITS</u>	<u>AREA IN SQUARE MILES</u>	<u>DENSITY PERSONS / SQ MILE</u>
Franklin County	149,618	58,389	771.90	193.83
Antrim Township	14,893	5,371	70.10	212.45
Chambersburg Borough	20,268	8,335	6.90	2937.39
Fannett Township	2,548	877	68.40	37.25
Greencastle Borough	3,996	1,737	1.60	2497.50
Greene Township	16,700	6,774	56.80	294.01
Guilford Township	14,531	5,802	52.60	276.25
Hamilton Township	10,788	4,148	35.70	302.18
Letterkenny Township	2,318	905	70.30	32.97
Lurgan Township	2,151	750	32.80	65.58
Mercersburg Borough	1,561	668	1.00	1561.00
Metal Township	1,866	718	44.50	41.93
Mont Alto Borough	1,705	594	0.60	2841.67
Montgomery Township	6,116	2,143	67.10	91.15
Orrstown Borough	262	100	0.10	2620.00
Peters Township	4,430	1,727	55.90	79.25
Quincy Township	5,541	1,905	44.70	123.96
St. Thomas Township	5,935	2,201	51.70	114.80
Shippensburg Borough	1,076	479	0.70	1537.14
Southampton Township	7,987	2,949	38.00	210.18
Warren Township	369	143	30.50	12.10
Washington Township	14,009	5,551	38.90	360.13
Waynesboro Borough	10,568	4,512	3.40	3108.24

## MUNICIPAL WASTE BASICS

Studies at both the national and state level have been undertaken to determine the typical composition of the American waste stream. For rural counties in Pennsylvania, it is estimated that an average of 60% of the waste stream is generated by residential uses while the remaining 40% comes from commercial, industrial, institutional and government uses. Waste stream composition on a National level based on a 2008 U.S. Environmental Protection Agency (EPA) study can be characterized as follows: Paper (31%), Yard Trimmings (13%), Food Scraps (13%), Plastics (12%), Metals (8%), Rubber, Leather & Textiles (8%), Wood (7%), Glass (5%), Others (3%). Changes are also constantly evolving in how we recycle and dispose of our waste. Organics are now often banned from landfills and targeted for large-scale composting facilities. Aggressive paper and corrugated cardboard recovery programs are also implemented. In the last decade new methods of collecting and processing material for recycling have evolved. Single stream recycling, a method that allows bottles, cans, plastics, cardboard and paper to be mixed together for collection has become common. The convenience realized by the consumer and the cost efficiencies experienced by the hauler have allowed for greater quantities of material to be recovered in the single stream method. In addition, the amount of paper being produced world-wide is decreasing with the advent of new technologies.

As a result of solid waste planning and education efforts, Franklin County has seen a steady increase in the recycling rate and reduction in the total amount of waste generated in countywide. Between the years 2005 and 2010, population in the county increased by 9%. In that same span of five years, waste generation decreased by 5,281 tons (5.6%) and recyclables experienced a resulting decrease of 564 tons (2.3%). The recycling rate increased 0.6% from 20.7% to 21.3%. Similarly, the rate of waste generated (tons/person) decreased 14.5% from 0.69 to 0.59. This waste generation rate for 2010 can also be expressed as 3.23 pounds of trash per day per person. The accompanying Table 1-2 follows these same trends for five-year periods from 1990 to 2010.

**TABLE 1-2: FRANKLIN COUNTY WASTE GENERATION RATES**

<u>YEAR</u>	<u>POPULATION</u>	<u>MUNICIPAL WASTE (TONS)</u>	<u>RECYCLABLES (TONS)</u>	<u>RECYCLING RATE (%)</u>	<u>WASTE RATE (TONS/CAPITA)</u>
1990	121,082	79,568	8,612	9.8	0.66
1995	126,444	68,930	5,345	7.2	0.55
2000	129,313	68,439	16,194	19.1	0.53
2005	137,273	94,252	24,624	20.7	0.69
2010	149,618	88,971	24,060	21.3	0.59

**MUNICIPAL WASTE SOURCES**

Municipal waste is generated where we live and where we work. Essentially, municipal waste in some form is produced in every household, business and activity within Franklin County. A variety of sources can be identified as generators of the type of municipal waste with which most of us are familiar. They include residences, commercial establishments, industries, government facilities, institutions, and community events. Therefore, it is important for the County to examine the special needs and conditions of all of these entities as part of this Plan Revision.

Residential sources of municipal solid waste include all of the traditional places we call home. Not limited to single-family detached dwellings, residential sources also include duplexes, apartments, condominiums, townhouses, and mobile homes. A community’s residential component generates the most substantial portion of municipal waste. As we noted previously, in a rural area of Pennsylvania such as Franklin County the proportion of residential waste is estimated to be 60% of the total municipal waste stream.

Most of the remaining 40% of the County’s municipal waste stream originates in retail stores, restaurants, offices, prisons, schools, hospitals, nursing homes and similar facilities. Although in some considerations these establishments have little in common, how their waste is stored and collected for disposal is strikingly similar. The same types of material are found within the waste streams generated by these operations, although produced in different quantities and

proportions. Therefore, quantifying all of these wastes as “commercial” for the purpose of this Plan Revision is recommended.

Federal, state, or local government facilities operate in a variety of locations throughout Franklin County. The County, along with the townships and boroughs own and occupy office buildings used for daily government operations. Police and fire departments, municipal authorities, libraries, and even the prison are included. Certain elements of Federal and State government are also located in Franklin County. The Letterkenny Army Depot (LEAD) is a Federal installation that has historically been a significant presence and employer within the County. As such, it’s environmental initiatives, including recycling efforts, are highly respected and demonstrate superior levels of success.

The educational community in Franklin County is strong and represented most prominently by the public school system. However, two college campuses, a technical and vocational school, as well as a number of private schools are also located here.

Two hospitals along with numerous skilled nursing, personal care and assisted living facilities are found in the County. Due to the nature of their operations, a portion of the municipal waste generated in these facilities falls into a special category known as infectious chemotherapeutic waste.

Community events are commonplace and a regular part of life in Franklin County. These events account for the remainder of the County’s waste generation profile. Festivals, fairs, parades, and community celebrations attract large crowds to specific locations resulting in the generation of unique waste streams. These happenings result in waste rates that can approach 3 pounds per day per person for day-long events depending on the concessions and activities offered.

#### OTHER SOURCES OF WASTE GENERATION

Residual waste is defined in Pennsylvania as “garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.” All counties in Pennsylvania have a residual waste component that must be dealt with and Franklin County is no different with a variety of industries, a strong agricultural sector, and a modest mining economy. In 2011, the amount of residual waste originating from Franklin County was 23,290.1 tons or 15.7% of the total County waste stream. Since 1992, the

Pennsylvania Department of Environmental Protection (PADEP) issues permits to waste handlers requiring them to submit reports and analyses, conducting on-site investigations, investigating complaints and prosecuting violators.

The largest generators of residual waste historically have been coal-fired electric utilities, paper mills, foundries, printing and ink operations, and the iron and steel industry. As Franklin County has experienced a shift from manufacturing to distribution facilities over the past two decades, this shift and the County's efforts to match residual waste generators with manufacturers looking for materials should continue to see a declining rate in residual waste generation for the foreseeable future. An up-and-coming segment of future residual waste streams in Pennsylvania will be the cuttings generated as a result of the Marcellus shale gas industry.

Construction and Demolition Waste (C&D) is generated from construction, renovation, and demolition activities. C&D is considered a subset of municipal waste in Pennsylvania, although the USEPA does not track and monitor it as such. Therefore, it is included as a waste type that must be considered in the County planning process. C&D waste includes asphalt, concrete, earth, sand, trees, steel, brick, lumber, roofing materials, carpet remnants, dry wall, and other similar materials. An average composition is difficult to define because the waste varies with the specific activity. For instance, new home construction produces a different waste stream than remodeling or demolition. Economic and seasonal conditions affect the construction industry in climates similar to Pennsylvania. While the volume of municipal waste in general remains relatively constant, the volume of C&D material fluctuates. For this and other reasons, projecting generation rates and quantities for an extended period is difficult and not totally reliable.

In 2011, Pennsylvania landfills reported the disposal of approximately 18,457.2 tons of C&D waste originating in Franklin County. Unlike MSW, C&D waste is not consistently collected and transported by municipalities or through ongoing arrangements with private garbage haulers. Much of it is handled by construction/demolition contractors, or homeowners and businesses that generate the waste. For a variety of reasons, C&D waste does not always make its way to a proper disposal facility. Some of the material is burned on construction sites and is never accounted for. Another common method used by homeowners and contractors is illicit dumping. In fairness, some C&D material that is not destined for a landfill may actually be put to a beneficial use. Bricks and concrete and other masonry materials can appropriately be used for clean fill. It is also common for contractors to recover and store materials that might have a beneficial re-use in a future project. For these reasons C&D waste is a difficult type of waste to confidently quantify with any great degree of accuracy.

A number of municipal authorities have been created within Franklin County for the purpose of owning and operating a network of public sewage collection, conveyance and treatment facilities. These facilities provide service to residents in 19 of the 22 municipalities. Several such private facilities also exist throughout the County. Private homeowners within the remaining unserved areas utilize on-lot septic systems. For proper maintenance, septic systems are periodically pumped and the septage is either land applied or transported for treatment.

Both the raw sewage and septage, which is treated at wastewater treatment plants eventually, is dewatered sufficiently to become sewage sludge or biosolids. This end waste requires some disposal outlet. Common methods of handling biosolids include agricultural utilization to fertilize crop-producing fields; land reclamation, to recover lands impacted by strip mining; composting; distribution to individuals for use as fertilizer; landfill disposal; and incineration. The overall amount of biosolids generated within Franklin County is estimated to be 14,597 tons per year. The estimate is based on the 2010 U.S. Census figure of 58,389 occupied housing units and PADEP publication *Sewage Sludge and Septage Management in Pennsylvania*, which indicates that it is reasonable to expect each Franklin County household to generate approximately 0.25 tons of biosolids per year.

Annual reports submitted to the PADEP by permitted Pennsylvania landfills show for 2011 reported disposal of approximately 8723.2 tons of sewage sludge from Franklin County. Numerous land application sites are approved in Franklin County, however, the landfill reports would tend to confirm the assumption that land disposal is still more common. The reported landfill tonnage equates to 60% of the anticipated amount of residentially-generated biosolids expected in an area similar to Franklin County. It is important to note that the projected generation of biosolids is only an estimate. The projections can be affected by numerous factors. Certain commercial enterprises and industries with significant wastewater profiles may discharge large volumes to the plants. In areas of the County where on-lot septic systems are prevalent, the assumption that septic tanks are pumped out on a regular basis, may not be the case in all situations. The capacity and operation of treatment facilities can determine how often sludge is hauled for disposal. Meanwhile, the lack of available information regarding biosolids generation, transport and disposal makes it difficult to accurately monitor these activities thereby ensuring its proper management. Table 1-3 below illustrates a 2011 snapshot of available wastewater sludge data for the County.

**TABLE 1-3: MUNICIPAL SLUDGE & SEPTAGE**

<b>MUNICIPAL SLUDGE &amp; SEPTAGE</b>				
<b>MUNICIPALITY</b>	<b>SEPTIC TANKS</b>	<b>MUNICIPAL WASTEWATER TREATMENT PLANT</b>	<b>ANNUAL SLUDGE VOLUME</b>	<b>SLUDGE DISPOSAL METHOD</b>
Antrim Township	X	X	972 tons	landfill
Chambersburg Borough	X (5)	X	1,243 tons	landfill/land applied
Fannett Township	X			
Franklin County General Authority		X	no data	landfill
Greencastle Borough		X	92.2 tons	land applied
Greene Township	X	Chambersburg		
Guilford Township	X	Chambersburg		
Hamilton Township	X	Chambersburg		
Letterkenny Township	X	X	80,000 gallons	land applied
Lurgan Township	X			
Mercersburg Borough		X	no data	
Metal Township	X	X	57,500 gallons	land applied
Mont Alto Borough		X	no data	
Montgomery Township	X	Mercersburg		
Orrstown Borough		Shippensburg		
Peters Township	X	X	no data	
Quincy Township	X	X	400,000 gallons	land applied
St. Thomas Township	X	X	194,200 gallons	land applied
Shippensburg Borough		X	500 tons (Class A)	land applied
Southampton Township	X	Shippensburg		
Warren Township	X			
Washington Township	X	X	196 tons	land applied
Waynesboro Borough	X (12)	X	70,000 gallons	land applied
			Tons = Dry Sludge	
			Gallons = Liquid	

The medical and health care industry generates a special type of municipal solid waste, known as Infectious and Chemotherapeutic Waste (ICW). Before the advent of outpatient care, hospitals have traditionally been thought of as its primary generators. Now the procedures that formerly required hospitalization are performed in the offices of physicians, dentists, and varying health practitioners as well as other resident care facilities and even in-home. As a result, this type of specialized waste is now increasingly found in a much wider range of locations Countywide.

Neither transporters, treatment facilities, nor medical practices are required to report to the County the amount of ICW generated or processed. Therefore the volume of waste is difficult to estimate. An effort has been made to calculate such an estimate using the expected rate of

generation by type of facility or medical practice, documented in the *Pennsylvania Infectious and Chemotherapeutic Waste Plan, 1990*. For 2011 the estimated volume of ICW in Franklin County was over 200 tons based on the number of hospitals, medical facilities, physicians, dentists, funeral homes, veterinarians, skilled nursing facilities. The two County hospitals accounted for approximately 147 tons of ICW in 2011 according to their records.

**TRANSPORTATION & DISPOSAL**

The health and safety of its citizens is of prime importance as Franklin County considers how municipal solid waste should be managed. The manner in which waste is stored, collected and transported is key to determining whether adequate solid waste management measures exist. All counties in Pennsylvania are responsible for securing sufficient disposal capacity for municipal waste generated within their boundaries. This is one of the primary objectives of the Act 101 planning process.

**COLLECTION & TRANSPORT**

The majority of Franklin County relies on private waste haulers for the collection and transport of its solid waste. The Boroughs of Chambersburg and Shippensburg provide their own municipal waste collection and transportation to residents along with recycling services. The Boroughs of Mercersburg and Waynesboro contract with a single waste hauler for collection and transport as well as recycling. Municipalities that rely on private collection and hauling services have a variety of local businesses to choose from. Table 1-4 below identifies those local companies that are licensed waste haulers in Pennsylvania.

**Table 1-4: AUTHORIZED WASTE HAULERS IN FRANKLIN COUNTY**

<u>NAME</u>	<u>LOCATION</u>	<u>AUTHORIZATION NUMBER</u>	<u>AUTHORIZATION EXPIRATION</u>
BFI Waste Services	Hagerstown, MD	WH0429	1/31/2013
Borough of Chambersburg	Chambersburg	WH0655	12/31/2012
Chambersburg Waste Paper	Chambersburg	WH0229	2/28/2013
IESI PA Blue Ridge Landfill	Scotland	WH0316	8/31/2012
Peck's Refuse Disposal	McConnellsburg	WH0283	4/30/2013
Waste Management of PA	Upton	WH1436	2/28/2013
Interstate Waste Services	Shippensburg	WH1424	7/31/2012
Shippensburg Borough	Shippensburg	WH0578	9/30/2012
Park's Garbage Service	Mount Union	WH0384	7/31/2012
Hoppers (DLS CO, LLC)	Waynesboro	WH5555	4/30/2013
Worthy's Refuse	McVeytown	WH8424	12/31/2012

Waste collection services are readily available throughout Franklin County. Residents, businesses, institutions, and municipal facilities can select from a host of providers with varying levels of service offerings. While private subscription and municipal collection services are the norm, some residents self-haul their own waste to local facilities. Most municipalities have enacted ordinances requiring the regular collection and disposal of its solid waste. But because subscribing to waste collection is voluntary in some municipalities, many residents have no service provider. Most often, the absence of collection service signals the presence of undesirable disposal methods and environmental pollution. The extent that municipal waste goes uncollected or is disposed of illegally is an issue that should be considered in policies resulting from the planning process. Table 1-5 follows and provides data on currently enacted municipal waste ordinances.

**Table 1-5: FRANKLIN COUNTY MUNICIPAL WASTE ORDINANCES**

<b>MUNICIPAL ORDINANCES</b>			
<b>MUNICIPALITY</b>	<b>COLLECTION</b>	<b>BURN</b>	<b>SEWAGE</b>
Antrim Township	X	X	X
Chambersburg Borough	X	X	X
Fannett Township		X	X
Greencastle Borough	X	X	X
Greene Township	X	X	X
Guilford Township	X	X	X
Hamilton Township	X	X	X
Letterkenny Township			X
Lurgan Township		X	X
Metal Township		X	X
Mercersburg Borough	X	X	X
Mont Alto Borough	X	X	X
Montgomery Township		X	X
Orrstown Borough			
Peters Township		X	X
Quincy Township	X	X	X
Shippensburg Borough	X	X	X
St. Thomas Township	X	X	X
Southampton Township		X	X
Warren Township			
Washington Township	X	X	X
Waynesboro Borough	X	X	X

Pennsylvania transporters of municipal and residual waste must obtain Waste Transporter Authorization. Since 2002, all waste transportation vehicles (trucks and truck tractors with a registered gross vehicle weight greater than 17,000 lbs., and trailers with a registered gross vehicle weight greater than 10,000 lbs.) transporting municipal or residual waste to processing

or disposal facilities in Pennsylvania have been regulated by the Waste Transportation Safety Act (Act 90). Haulers that transport waste to out-of-state facilities are not required to obtain authorization. Self-haulers and haulers of small quantities are also exempt. It is important to note that not only those who collect municipal waste from residences and businesses are required to be licensed, but also those who haul construction demolition debris and significant quantities of materials from their own operations. Because, they control a significant and important portion of the municipal waste stream, their practices should not be forgotten when considering policies that result from the planning process.

## DESTINATIONS

Land disposal is the predominant method of management for municipal solid waste in the County. Franklin County is conveniently located in close proximity to three permitted state-of-the-art sanitary landfills, two of which fall within the County boundaries. IESI PA Blue Ridge Landfill (Greene Township), Mountain View Reclamation Landfill (Antrim/Montgomery Townships), and the Cumberland County Landfill (Newburg) handle the majority of the County's waste disposal needs. In 2011, a total of 148,755.9 tons of waste were generated for disposal in Franklin County. The distribution of said waste among various facilities is listed as follows on Table 1-6. Franklin County entered into disposal and processing capacity agreements with its two local facilities as part of its 1991 plan. These agreements automatically renew each year and are still in effect today.

Even though waste disposal capacity is secured at its two home landfills, Franklin County allows haulers to select from a variety of disposal options. In 2011, 65.2% of the County's waste disposal took place at Blue Ridge Landfill, 24.3% at Mountain View Reclamation Landfill, and 8.4% at Cumberland County Landfill. The remaining 2.1% was distributed among seven other landfill facilities. Therefore, the ultimate destination of the waste is influenced primarily by competitive market conditions. Elements such as lower tipping fees, convenience, accessibility, physical conditions, and time constraints all contribute to the selection of a disposal site. As a result, from time to time certain disposal facilities will dominate a market while others will receive little or no waste.

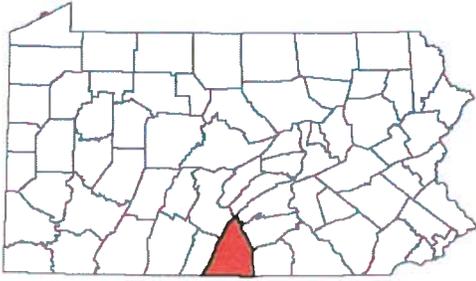
The Blue Ridge Landfill, located in Greene Township, is operated by IESI and is the primary disposal site for waste originating in Franklin County. In 2011, 65.2% of the County's waste was disposed of here. In comparison, this represented 18.3% of the landfill's total 2011 waste tonnage. 8.9% came from other Pennsylvania counties while 72.8% originated from out-of-state. The landfill is permitted at a maximum daily tonnage of 2,000 tons/day with an average daily limit of 1,700 tons/day. Current landfill life expectancy is anticipated at 8 years, during

which a new permitting process will begin for further expansion. Blue Ridge Landfill has recently partnered with PPL Renewable Energy for a gas-to-energy project that will utilize the methane produced by the waste disposal process to generate electricity for the Chambersburg area.

**TABLE 1-6: 2011 RECEIVING LANDFILL CHARACTERISTICS**

<u>LANDFILL</u>	<u>MUNICIPAL</u>	<u>RESIDUAL</u>	<u>SLUDGE</u>	<u>C&amp;D</u>	<u>ASBESTOS</u>	<u>TOTAL</u>
MODERN LANDFILL	0.00	0.70	0.00	0.00	0.00	0.70 0.00
BFI WASTE SYSTEMS	947.40	0.00	0.00	10.30	4.90	962.60 0.01
HARRISBURG MATERIALS	0.00	96.60	0.00	0.00	0.00	96.60 0.00
IESI PA BLUE RIDGE	62988.90	17188.20	4530.40	12300.60	0.90	97009.00 0.65
CUMBERLAND COUNTY	7425.10	722.90	3401.90	857.30	54.30	12461.50 0.08
CLINTON COUNTY	0.00	0.00	0.00	0.00	2.20	2.20 0.00
LYCOMING COUNTY	0.00	0.40	0.00	0.00	0.00	0.40 0.00
MOUNTAIN VIEW	24850.10	5264.40	790.90	5285.00	6.30	36196.70 0.24
BRADFORD COUNTY	0.00	16.90	0.00	0.00	0.00	16.90 0.00
WSI SANDY RUN	2005.30	0.00	0.00	4.00	0.00	2009.30 0.01
<b>TOTALS</b>	98216.80 66.03%	23290.10 15.66%	8723.20 5.86%	18457.20 12.41%	68.60 0.05%	148755.90 100.00%

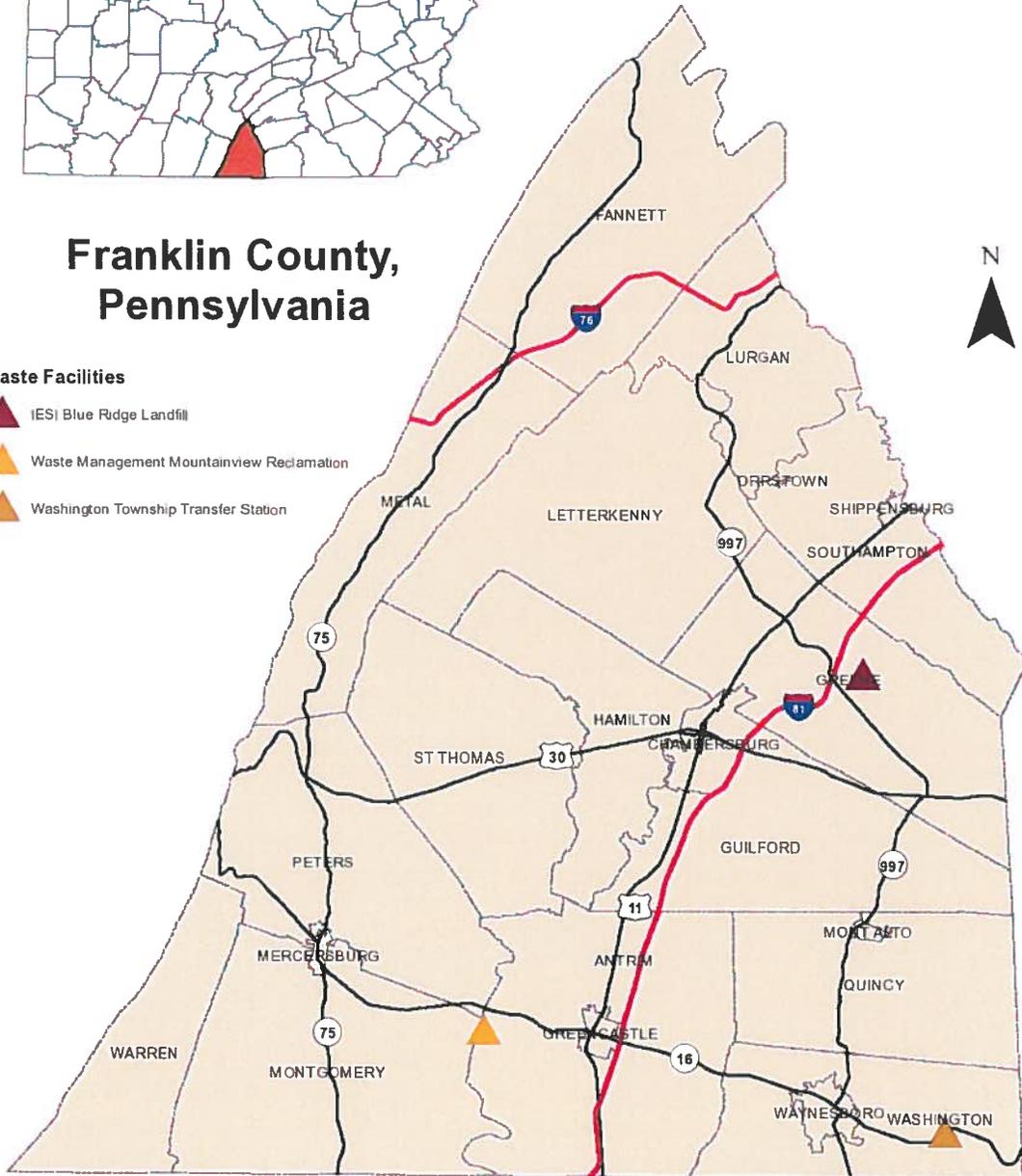
Mountain View Reclamation is located outside the Village of Upton and straddles the Montgomery Township / Antrim Township municipal boundary. It is operated by Waste Management. In 2011, 24.3% of Franklin County's waste was disposed of here. The County's tonnage represented 13.5% of the landfill's total waste received. 32% came from other Pennsylvania counties while 54.5% was designated from out-of-state sources. The landfill is permitted at a maximum daily tonnage of 1,850 tons/day with an average daily limit of 1,500 tons/day. A recently permitted expansion in 2009 extends the facility's life for another 23 years. Mountain View Reclamation has also partnered with INGENCO for a gas-to-energy plant at its facility.



## Franklin County, Pennsylvania

### Waste Facilities

-  IES| Blue Ridge Landfill
-  Waste Management Mountainview Reclamation
-  Washington Township Transfer Station



## Waste Facility Map

Also located inside the County is the Washington Township Refuse Transfer and Recycling Center. Located one mile east of Waynesboro, this facility is a superb resource for County residents and others. It is Township-owned and operated, employs 15 people and offers waste stream separation and recycling services for aluminum cans, appliances, batteries, cardboard, clothing, copper, glass, electronics, magazines, metal cans, newspaper, office paper, plastic, scrap aluminum and metal, tires, wood chips and yard waste. It is open to accept waste six days a week. In 2011, the transfer station received 9,205 tons of waste with 26% being recycled. Non-recyclable waste is transported to Blue Ridge Landfill for disposal. This is the only facility of its type in the County and one to be replicated if the opportunity arises elsewhere. It has been used previously as a model facility for other communities own solid waste management efforts. The County's waste facilities are located on the preceding map entitled "Waste Facility Map."

Not all of the waste generated and disposed in Franklin County can be accounted for in annual facility reports. It is suspected that less than 100% of the homeowners in Franklin County contract directly to have their waste removed. Because subscribing to such services is in some cases voluntary, it is suspected that more waste is generated than is properly disposed of. Although the area is slowly shifting to include pockets of more urban densities, Franklin County still includes clusters of small communities separated by open spaces. Residents in the most rural areas of the County may often practice different methods for waste management than their counterparts in more dense sections. Backyard food and yard waste composting are common where space constraints, proximity of neighbors and odor concerns are not an issue. Some residents also likely store and self-haul household waste to one or more of the local transfer stations or landfills operating in and out of the County. While these described methods are all acceptable, the lack of supervision and regularity can lead to some questionable disposal practices.

Illegal dumping poses a serious problem in and around Franklin County. The practice is more prevalent in rural areas, but signs of undesirable disposal can be seen in many of throughout the County. When opting to use an illicit dumpsite, the cost of disposal is often a motivating factor. Although unwillingness to pay is a significant reason for people to dump illegally, often a more compelling issue is simply the lack of reasonable and convenient disposal outlets available. In communities where curbside collection of waste and recyclables is not mandatory, the incidents of illegal disposal activity are typically increased. A low risk of discovery and prosecution fuels illegal dumping. In areas where enforcement is weak or non-existent, the fear factor has little or no impact on those seeking to deposit their unwanted materials on the property of others.

In 2009, PA Cleanways conducted a survey to determine the number and location of illegal dumpsites in Franklin County. This project was one of a series of studies being conducted by the organization throughout the Commonwealth. 128 locations were found where illegal dumping had or continued to occur. These sites totaled roughly 180 tons of trash. More often than not, specifically in 92% of the instances, the sites were deemed active. 77% of the sites were spotted in rural areas of the County. Surveyors did not venture far from the roadways to seek potential sites due to safety factors and potential trespassing issues. Therefore, the dumps, which were identified, were those most visible from local roadways. Other unidentified instances of illegal dumpsites are likely present, too. Fortunately for Franklin County, this segment of illicit disposal is a very small part of the County's overall waste profile. However, if left unchecked, these practices can erode much of the progress that the County has made in terms of proper disposal, recycling, and improved public health and safety. The study noted that a lack of mandatory curbside collection and an absence of county-wide recycling collection opportunities can be contributing factors. Periodic community clean-up days and special collection events are a helpful means to deter illicit disposal. Likewise, ordinances, when enforced, which require collection through municipal contract or subscription service, are strong solutions.

Litter is also a common problem throughout not only South Central Pennsylvania, but across the Commonwealth. Although each instance is small in nature, the cumulative impact creates an unsightly nuisance, which can eventually inhibit economic development. Poor civic pride and a lack of awareness of the resulting damage are often noted as contributing factors to littering. The County regularly and routinely contributes to the cleanup of its highway litter problem through the work of its prisoners supervised by its Probation Department. Public education campaigns and a more visible enforcement presence are common tools that can be used to reduce the problem. The Pennsylvania Department of Transportation (PennDOT) Adopt-A-Highway program for the County has also increased in participation since its inception, utilizing local volunteers as a resource for litter clean-up, disposal and highway beautification.

In rural Pennsylvania, open burning is generally considered acceptable by most residents. However, most individuals are unaware of the environmental and health issues related to open burning. Over the years more plastics and other synthetic materials have entered the waste stream. When burned these materials emit pollutants. According to the USEPA, the levels of emissions of toxic chemicals from a single household burn barrel are potentially equal to those from a well-controlled municipal incinerator burning thousands of tons. The open burning of municipal solid waste is not necessarily condoned in Franklin County, but neither is the practice commonly prevented. In rural areas, where individuals live within greater distances of their closest neighbor open burning is anticipated, although not encouraged. However, in the

backyards of homeowners who have access to waste collection services the existence of burning barrels and pits can also be commonplace. Studies have found the major motivations for burning waste to be convenience, habit, cost of trash collection, timesaving by not having to self-haul trash, and the long distance to a collection or disposal facility. Adoption and enforcement of municipal burning ordinances combined with ordinances requiring mandatory waste collection will minimize this alternate form of waste disposal.

### SPECIAL HANDLING

Although only a small percentage of the overall volume of municipal solid waste generated within Franklin County, certain wastes must be managed through specialized methods of processing and disposal. These include the land application of biosolids, and thermal treatment or incineration of infectious chemotherapeutic waste.

Biosolids come from the wastewater treatment process but are not raw sewage. Instead, they are the nutrient-rich organic materials derived from wastewater solids that have been stabilized to meet specific processing and quality control standards. Biosolids often are disposed of in landfills. But increasingly, some biosolids are land-applied as a fertilizer to help rejuvenate farmland, forests and minelands. When the infrastructure does not exist to flow wastewater to a remote treatment facility, it is held in a septic tank and periodically emptied by a septage transporter. Residential septage can be managed in one of two approved methods. The first option is to transport the septage to a municipal or private wastewater treatment facility or a septage treatment facility where it can be properly treated prior to final disposal. Because facilities within a reasonable driving distance may not be permitted to accept septage, this is not always a viable option. An alternative then is to beneficially use the septage by land application at an agricultural or reclamation site. Table 1-7 follows and identifies the County's septage haulers.

In Pennsylvania transporters of residential septage must register with the PADEP. Basic information for each load of septage that is collected and transported is recorded by the transporter. Although a formal report is not filed, the information must be made available upon request to PADEP inspectors. Septage cleanouts are done on a periodic as needed basis. Therefore, homeowners contact the transporter of choice. It is common for transporters to cross county lines to provide such services. The PADEP can only identify haulers based on their origin, not on their service area. Therefore, many counties also require septage transporters to register their intent to operate within the county.

Transporters of infectious chemotherapeutic waste also fall within the ranks of those requiring a license in Pennsylvania. A stipulation of the license is that each transporter must report the origin and ultimate destination of the waste. Although no infectious chemotherapeutic waste transporters are based within the County, most companies operate within a wide service area, if not the entire state. PADEP maintains a list of transporters on its website, which is updated monthly. As of April, 2012, 42 licensed transporters were listed ranging in location from Texas to Illinois to Massachusetts.

**TABLE 1-7: SEPTAGE HAULERS SERVICING FRANKLIN COUNTY**

<u>NAME</u>	<u>ADDRESS</u>
AC&T Co., Inc	11535 Hopewell Rd., Hagerstown, MD
Antrim Septic Service	3119 Barr Rd., Greencastle, PA
Art Beidel Enterprise, LLC	11468 Creek Rd., Fannettsburg, PA
Associated Product Services, Inc.	2 East Rd., Mechanicsburg, PA
Carl S. Gipe, Jr.	8014 Corner Rd., Mercersburg, PA
Chamberlin & Wingert Sanitary Service	4546 Philadelphia Ave., Chambersburg, PA
County Septic	29101 Great Cove Rd., Fort Littleton, PA
D.E.W. & Sons	414 Roxbury Rd., Newville, PA
Daley Sons Septic Service	9010 Rabbit Rd., Greencastle, PA
Dillsburg Excavating & Septic	516 Range End Rd., Dillsburg, PA
Karl Pile Septic Service	13524 Marsh Pike, Hagerstown, MD
May and Company, Inc.	197 Pioneer Dr., St. Thomas, PA
Merle E. Wingert Company	5103 Mountain Rd., Chambersburg, PA
Oaktree Environmental Services	298 McAllister Church Rd., Carlisle, PA
Peck's Septic Service	68 Pine School Rd., Gardners, PA
Premiere Septic Service	279 Hostetter Ave., Shippensburg, PA
Ramsey's Septic Service	1010 Buchanan Trail, McConnellsburg, PA
Rosenberry's Septic Tank Service	8885 Pineville Rd., Shippensburg, PA
Rosy's Waste Water Removal, Inc.	8058 Huber Rd., St. Thomas, PA
S.R. Daley Sons	4117 West Weaver Rd., Greencastle, PA
Witter's Septic and Sanitation, LLC	4534 Warm Spring Rd., Greencastle, PA
Young's Sanitary Septic Service	P.O. Box 704, Dillsburg, PA

**ASSESSMENTS / RECOMMENDATIONS**

While many residents and businesses throughout Franklin County strive to handle their waste, the evidence of undesirable waste management practices remains in occasional instances nearly 40 years since the municipalities ratified and the County adopted the original plan. Looking toward the future, Franklin County should focus on several waste management issues. Decreasing the instances of open dumping and burning is important. To further eradicate the illegal disposal of waste, it is recommended that the County stimulate an interest in the volunteer organizations active in litter prevention and cleaning up illegal dumps. Increasing the

number of homes that contract for waste collection services, while providing convenient collection events for bulk items and other difficult to manage waste items are also of equal importance. The County should launch an effective educational campaign promoting proper disposal habits and identifying collection sites and events for hard to dispose of items. The campaign could be conducted in conjunction with local school districts, civic organizations, the municipalities, and local waste management companies.

The PADEP reporting system provides a relatively accurate accounting of disposal destinations. However, on the local level, a checks and balance system based on transporter data is often an effective means of targeting illegal dumping activity. It also is a means to monitor the effectiveness of solid waste planning programs within the County. It is suggested that the County investigate avenues for a more uniform reporting system to retrieve information from landfills and the companies who transport waste for disposal. A similar reporting process could obtain data from local recyclers and those transporting recyclables. Local ordinances and a uniform reporting system can be implemented to better achieve these goals.

### **RECYCLING ACHIEVEMENTS**

Challenges exist throughout Pennsylvania with respect to recycling opportunities. Certain constraints and limitations exist in some regions of the Commonwealth that cannot be fully appreciated by those operating in areas with more favorable conditions. Lower population densities, lower waste generation and the undesirable waste management practices are just a few of the factors that can hamper a rural county's potential for recycling. In Franklin County, some of these difficulties exist.

For local communities, the methods of collection, the volume and even the types of material to include, require more thought to ensure implementation of a cost effective successful program. Even more challenging is the ability to resell materials once they are collected. Volatile prices, combined with long distances to markets can result in program costs which exceed the market value of collected materials. In spite of these obstacles, both residents and businesses separate and prepare materials for recovery. Both public and private sector interests collect and process recyclable material for resale. And the County, along with emerging waste industry representatives, continues to be the most visible proponent for continued progress in consistently reducing the County's amount of waste and educating the public regarding the economic, social and environmental benefits of reuse and recycling.

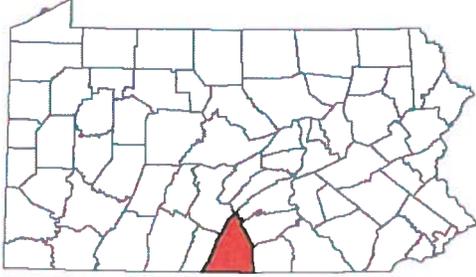
In addition, aside from reducing our reliance on landfills, incinerators and other disposal options, recycling plays an important role in conserving energy and reducing greenhouse gas emissions. By reducing the need for "virgin" resources extracted from forests, oil reserves, and mines, we also decrease water pollution, and conserve natural resources.

### ACT 101 COUNTY & MUNICIPAL MANDATES

For counties, the emphasis of responsibility provided by the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) is ensuring that proper waste management policies and practices are developed and implemented. On the other hand, mandates for recycling are placed squarely on those municipalities with the highest populations and/or population densities. These communities must implement a program that includes mandatory curbside recycling by residents as well as curbside collection of leaf waste. Additionally, all commercial establishments in these communities must recycle. Act 140, which offers amendments to Act 101, requires these same municipalities to require mandatory waste collection service. In Franklin County, the municipalities that must meet the mandates of Act 101 include: the Boroughs of Chambersburg, Greencastle, Mont Alto, Shippensburg, and Waynesboro; and the Townships of Antrim, Greene, Guilford, Hamilton, Quincy, St. Thomas, and Washington. All recycling programs and activities that from time to time may be implemented at the County level and by other municipalities are strictly voluntary and are not required by law. Only Orrstown Borough and Southampton Township do not currently have a formal municipal recycling program.

### MUNICIPAL RECYCLING PROGRAMS

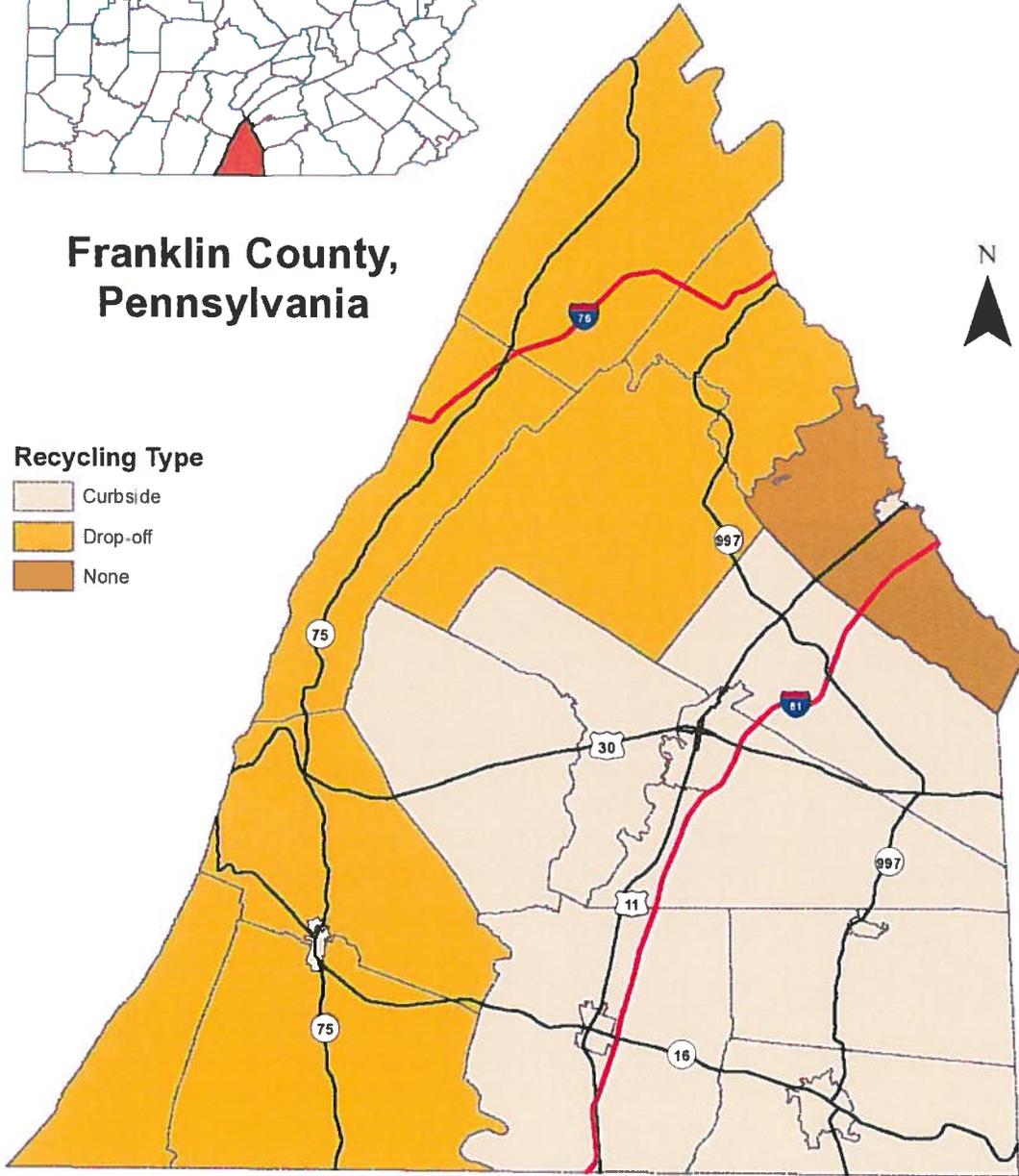
Franklin County does not sponsor an organized countywide recycling system. Ongoing budgetary constraints limit the County's ability to support ancillary services. The loss of landfill tipping fees eliminated the only other funding source available to the County, which could be used for operational purposes. Currently recycling is made available through a combination of curbside and drop-off collection programs. The programs that do exist operate in 20 of the 22 municipalities. Therefore, only a small percentage of residents and businesses do not have convenient access to recycling outlets. Participation as a whole has not been historically high. In spite of challenges and limitations, the existing programs have been resilient. Implementing a rural recycling program at a municipal level is difficult and is often costly. Therefore, the survival of these programs over the years is a success story. Of particular note is the growth and development of the transfer station and recycling center in Washington Township.



## Franklin County, Pennsylvania

### Recycling Type

- Curbside
- Drop-off
- None



## Municipal Recycling Map

Tables 1-8 and 1-9 and the maps entitled “Municipal Recycling Map” and “Recycling Center Map” illustrate and identify the various entities within Franklin County providing regular recycling opportunities for its residents.

**TABLE 1-8: MUNICIPAL RECYCLING PROGRAMS**

<b>MUNICIPAL RECYCLING</b>					
<b>MUNICIPALITY</b>	<b>WASTE COLLECTION</b>	<b>CURBSIDE</b>	<b>DROP-OFF FACILITY</b>	<b>ACT 101 MANDATORY RECYCLING</b>	<b>ITEMS COLLECTED *</b>
Antrim Township	Private	X	X	X	Series B
Chambersburg Borough	Borough	X	Paper only	X	Series A
Fannett Township	Private	X	X		Series B
Greencastle Borough	Private	X			Series B
Greene Township	Private	X	X	X	Series A + plastics
Guilford Township	Private	X		X	Series B
Hamilton Township	Private	X		X	Series B + magazines, paper, cardboard
Letterkenny Township	Private	X	X		Series B
Lurgan Township	Private	X	X		Series B
Mercersburg Borough	Contract	X			Series B + mixed paper
Metal Township	Private	X	X		Series B
Mont Alto Borough	Private	X		X	Series B
Montgomery Township	Private	X	X		Series B
Orrstown Borough	Private	X			Series B
Peters Township	Private	X	X		Series B
Quincy Township	Private	X		X	Series B
St. Thomas Township	Private	X		X	Series B
Shippensburg Borough	Borough	X		X	Series B
Southampton Township	Private	X			Series B
Warren Township	Private	X	X	X	Series B
Washington Township	Private	X	X	X	Series B + cardboard
Waynesboro Borough	Contract	X			Series B

\* Series A = Aluminum, Steel & Bi-Metal Cans, Glass Jars/Bottles  
Series B = Series A plus plastics, newsprint

**Table 1-9: COUNTY DROP-OFF RECYCLING FACILITIES**

<u>NAME</u>	<u>LOCATION</u>	<u>MATERIALS ACCEPTED *</u>
<b>COMMERCIAL</b>		
MOUNTAIN VIEW RECLAMATION	UPTON	1-8, 10-12, 21
ANTRIM AUTO PARTS	GREENCASTLE	15
CHAMBERSBURG WASTE PAPER	CHAMBERSBURG	2, 4-8, 10-12, 14, 21
BATTERY WAREHOUSE	CHAMBERSBURG	13, 15
ADVANCE AUTO PARTS	CHAMBERSBURG	15, 16
	WAYNESBORO	
GIANT FOOD	CHAMBERSBURG	9
FOSTER WYMAN	CHAMBERSBURG	16
MILLER'S SUNOCO	CHAMBERSBURG	16
STAPLES	CHAMBERSBURG	13, 14, 17, 18
EXPERT TIRE	CHAMBERSBURG	15, 16, 19
WEIS MARKETS	CHAMBERSBURG	9
AUTO ZONE	CHAMBERSBURG	15, 16
MR. TIRE	CHAMBERSBURG	19
TARGET	CHAMBERSBURG	17, 18
FOOD LION	GREENCASTLE	9
	WAYNESBORO	
	CHAMBERSBURG	
ROUTE 30 AUTO REPAIR	FAYETTEVILLE	16
IESI BLUE RIDGE LANDFILL	CHAMBERSBURG	1-8, 10
WAL-MART	CHAMBERSBURG	9, 15, 16
LOWE'S	CHAMBERSBURG	9, 13
TRIPLE NICKEL	CHAMBERSBURG	11, 20, 21
KECK COMPUTERS	CHAMBERSBURG	14, 18, 22
E-Z RECYCLING	ORRSTOWN	1, 2, 4-8, 10, 11, 15, 21
PENSINGER'S TEXACO	FORT LOUDON	16
BURDETTE IRON WORKS	LEMASTERS	11, 16
NEWCOMERS TRUCK PARTS	WAYNESBORO	2, 5, 6, 11, 21
ST. THOMAS TOWING & RECYCLING	ST. THOMAS	2, 5, 11, 12, 15, 19, 21
DAVE'S SALVAGE	ST. THOMAS	2, 5, 11, 12, 15, 19, 21
AMERICAN RECYCLING SERVICE	WAYNESBORO	2, 5, 11, 12, 21
MAIL BOXES, ETC.	WAYNESBORO	23
D.L. GEORGE & SONS	WAYNESBORO	16
ANTHONY HIGHWAY AUTO	WAYNESBORO	16
S & H SERVICE CENTER	WILLOW HILL	16
STRITE'S GARAGE	WAYNESBORO	16
THE COMPUTER BARN	CHAMBERSBURG	14
UPS STORE	CHAMBERSBURG	6, 23
BEECHER'S AUTO SALVAGE	FAYETTEVILLE	5, 11, 12, 15, 16, 19-21, 24-27
TECK SERVICES	CHAMBERSBURG	13, 14, 18, 22
	WAYNESBORO	

**Table 1-9: COUNTY DROP-OFF RECYCLING FACILITIES (CONTINUED)**

**MUNICIPAL**

ANTRIM TOWNSHIP	GREENCASTLE	1-7
CHAMBERSBURG BOROUGH	CHAMBERSBURG	4, 28, 30, 31, 33
FANNETT TOWNSHIP	DRY RUN	1-5, 10, 31
GREENE TOWNSHIP	SCOTLAND	28, 30, 31, 33
LETTERKENNY TOWNSHIP	ORRSTOWN	1, 2, 5
LURGAN TOWNSHIP	NEWBURG	1-8, 10
METAL TOWNSHIP	FANNETTSBURG	1-3, 5
MONTGOMERY TOWNSHIP	MERCERSBURG	1-8, 28, 30, 31
PETERS TOWNSHIP	LEMASTERS	1-5, 7-10
SHIPPENSBURG BOROUGH	SHIPPENSBURG	6, 7, 10, 28, 30, 31, 33
SOUTHAMPTON TOWNSHIP	SHIPPENSBURG	31
WARREN TOWNSHP	MERCERSBURG	1-5, 7, 8, 10
WASHINGTON TOWNSHIP	WAYNESBORO	1-8, 10-15, 18, 19, 21-22, 28-31, 33

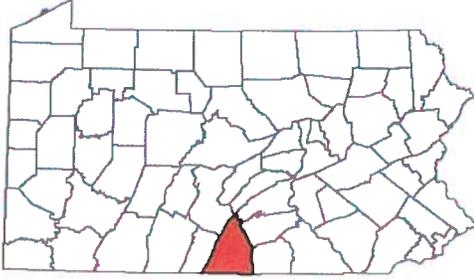
**INSTITUTIONAL**

TAYAMENTSACTHA ENVIRONMENTAL CENTER	GREENCASTLE	30, 31
FIRST LUTHERAN CHURCH	CHAMBERSBURG	4, 7, 8, 10

**FARM**

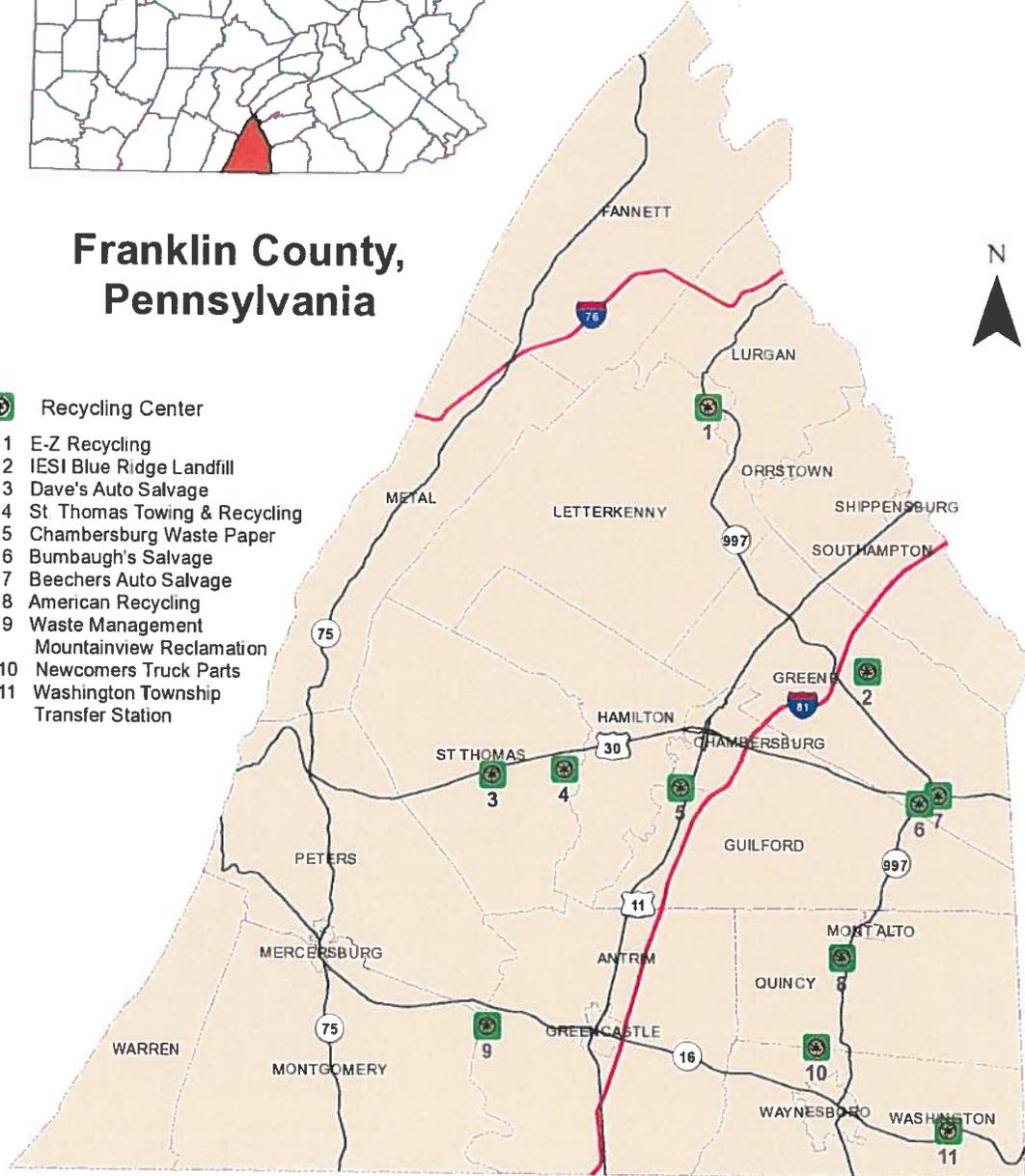
HARRY ROTZ, JR.	CHAMBERSBURG	28, 30-33
DALE LEHMAN	CHAMBERSBURG	4, 8
PECKMAN HOMESTEAD	CHAMBERSBURG	4, 7, 8, 10
CARL PUGH	CHAMBERSBURG	4
DAVID HURST	SHIPPENSBURG	4
HAROLD WENGER	CHAMBERSBURG	4
JAMES WITTER	SHIPPENSBURG	4
J. WILMER LEHMAN	WILLOW HILL	28

* 1-PLASTICS 2-ALUMINUM 3-GLASS 4-NEWSPRINT 5-BI-METAL CANS 6-CARDBOARD 7-MAGAZINES
8-PHONE BOOKS 9-PLASTIC BAGS 10-PAPER 11-SCRAP METAL 12-WHITE GOODS
13-RECHARGEABLE BATTERIES 14-COMPUTERS 15-VEHICLE BATTERIES 16-MOTOR OIL
17-TONER CARTRIDGES 18-ELECTRONICS 19-TIRES 20-AUTO BODIES
21-FERROUS/NON-FERROUS METAL 22-COMPUTER DISKS 23-PACKING PEANUTS
24-ANTI-FREEZE 25-VEHICLE FLUIDS 26-OIL FILTERS 27-INNER TUBES 28-YARD WASTE
29-CLOTHING/TEXTILES 30-LEAVES 31-CHRISTMAS TREES 32-MANURE 33-WOOD CHIPS



# Franklin County, Pennsylvania

-  Recycling Center
- 1 E-Z Recycling
- 2 IESI Blue Ridge Landfill
- 3 Dave's Auto Salvage
- 4 St Thomas Towing & Recycling
- 5 Chambersburg Waste Paper
- 6 Bumbaugh's Salvage
- 7 Beechers Auto Salvage
- 8 American Recycling
- 9 Waste Management
- 10 Mountainview Reclamation
- 11 Newcomers Truck Parts
- 12 Washington Township Transfer Station



## Recycling Center Map

## NON-RESIDENTIAL RECYCLING

Recycling by large retail outlets in Franklin County is expected to follow national trends. The standard operating procedures for these types of businesses includes the recovery of corrugated cardboard generated on the premises. Smaller retailers, businesses, and institutions also recycle. It is suspected that recycling participation at this level is more limited. An ordinance, which requires transporters of recyclables to report their activities to the County on a quarterly basis, will increase the significance of the data collected and allow the Recycling Coordinator to more closely monitor recycling in commercial sectors. Additionally, the Coordinator will be able to help mandated municipalities promote the requirements, opportunities and benefits to local businesses. Finally, it should be expected that by growing commercial recycling and obtaining more complete data, the County will realize a higher return on its Act 101, Section 904 Performance Grants.

Franklin County has made progress in advancing the recycling efforts in all of its facilities. The County's program, although limited to basic separation and collection, seems well organized and efforts are coordinated between the various facilities. Paper, glass, aluminum, printer cartridges, scrap metal, batteries, and light bulbs are all part of the County's recycling program for its more than 900 employees. The County should build upon these efforts and conduct regular waste audits to determine additional materials that could be recovered from the waste stream. It is important for the County to constantly be looking to expand its horizons as a leader and a positive example to other entities in recycling. As a result, there is a great deal of improvement to be realized in the future. Additionally, the County should share its successful methods with local municipal governments and assist them in expanding their own recycling efforts. Until recently, the County has for years assessed an administrative fee of 25 cents per ton to both of the local landfills. The funds generated from the collection of these fees since 1992 has exceeded \$3,000,000. This money has been used by the County for educational programs, local municipal support, the household hazardous waste (HHW) program, new program development for recycling, environmental projects, as well as salaries, training and benefits for staff. This fee has been the primary contributor to the support of these County programs.

The County also serves as a clearinghouse for recycling information, a source for public education, and as a partner and sponsor for County-wide recycling events. In 2011, Franklin County partnered with the Renfrew Institute for Cultural and Environmental Studies in Waynesboro in a series of lectures entitled "Reduce, Reuse, Recycle, Renew!" The Institute and County also sponsored an Earth Day event in 2011 that included opportunities for recycling of

eyeglasses, printer cartridges, cell phones, shoes, batteries, electronics, and personal document shredding. Several HHW collection events have been sponsored over the years as well. From 1994 to 2003, the events collected 91 tons of HHW materials from local residents. Composting programs and telephone book collection and recycling have also been emphasized at the County level throughout the years.

School districts and other educational institutions in Franklin County have implemented ongoing recycling programs. The County's school districts (Chambersburg, Shippensburg, Greencastle-Antrim, Waynesboro, Fannett-Metal, and Tuscarora) were contacted along with Wilson College, Penn State University Mont Alto campus, and Mercersburg Academy. Pennsylvania school districts dispose of large amounts of waste. Franklin County schools follow this trend. These wastes represent a significant loss of natural resources and school district funds. In Franklin County, the six school districts serve a student population of more than 22,000 with a staff of more than 3,000. Plastics, aluminum, paper, cardboard, glass, scrap metal and bi-metal cans are recycled throughout the County's school districts. Waynesboro also recycles its spent light bulbs. Mercersburg Academy, Wilson College and the Mont Alto campus of Penn State University account for an additional student enrollment of 2,500 and a support staff of 640. These facilities utilize single-stream recycling through local waste contractors and also participate in computer and electronics recycling efforts.

Nationwide studies suggest that on average, schools generate approximately .50 pounds of waste per student per day. Elementary schools generate slightly less and high schools generate slightly more. It was also determined that at least 28% of the material generated in schools could be recovered for recycling. To be responsible stewards of the community, school districts should review processes, operations, and even curriculum choices that could improve local environmental quality. Evaluating the economic, educational, and environmental benefits of implementing an effective waste reduction program could be an important step in that direction. The value of exposing youth to the benefits and practice of recycling and waste minimization is immeasurable. It has been demonstrated that school curriculums that include recycling education with an active school recycling program can develop positive lifelong recycling and conservation behaviors. The County Recycling Coordinator should provide support to local school districts in the development and organization of such programs.

MEASURES OF SUCCESS

County recycling has made considerable strides since the last Plan Revision in 1991. For the year 2011, Franklin County logged a total of 98,216.8 tons of municipal waste. The total recycling tonnage for 2011 was 23,165.7. This equates to a recycling rate of 23.6%, falling somewhat short of the ultimate 35% goal. However, it did represent an increase from the 2010 figure of 21.3%. If we add the recycling numbers from Letterkenny Army Depot for 2011 (5,045 tons) to the total, we come to a new total of 28,210.7 tons or a more impressive recycling rate of 28.7%. Table 1-10 below characterizes County recycling trends for 2011. Of note, paper products account for nearly half of the County’s total reported recyclable tonnage. Recycling drop-offs account for a higher percentage of both residential recyclables and organics. Also, Antrim Township accounted for 94% of the total reported HHW recycling. Organics accounted for nearly 80% of Greene Township’s total recyclable tonnage.

**TABLE 1-10: FRANKLIN COUNTY 2011 RECYCLING DATA**

<u>RESIDENTIAL RECYCLABLES</u>	<u>RESIDENTIAL HHW</u>	<u>RESIDENTIAL ORGANICS</u>	<u>RESIDENTIAL TOTAL</u>		
16505.70	212.70	6447.40	23165.70		
<u>SINGLE STREAM</u>	<u>COMMINGLED</u>	<u>PAPER</u>	<u>METALS</u>	<u>GLASS</u>	
2295.90	1487.20	10373.30	915.00	928.30	
<u>PLASTICS</u>	<u>OTHER</u>	<u>HHW</u>	<u>ORGANICS</u>	<u>TOTAL</u>	
261.40	244.80	212.70	6447.40	23165.70	
<u>CURBSIDE RECYCLING</u>	<u>DROP-OFF RECYCLING</u>	<u>HHW</u>	<u>CURBSIDE ORGANICS</u>	<u>DROP-OFF ORGANICS</u>	
6227.20	10278.50	212.70	1343.00	5104.40	
<u>TOP 5 RECYCLING MUNICIPALITIES</u>					
<u>GREENE TOWNSHIP</u>	<u>CHAMBERSBURG BOROUGH</u>	<u>WASHINGTON TOWNSHIP</u>	<u>ANTRIM TOWNSHIP</u>	<u>GUILFORD TOWNSHIP</u>	
5635.60	5541.20	5088.10	3065.60	1623.20	

## HARD TO RECYCLE & SPECIAL HANDLING WASTES

The County periodically sponsors collection events for those materials that require special processing or handling. Public response has been favorable. It is anticipated that future events will be conducted when funds and resources allow. Following is a description of the types of materials that are typically accepted and the benefits of conducting these programs.

Because they are generated in a residential context, some wastes, which in an industrial setting would be classified as hazardous waste, are classified as Household Hazardous Waste (HHW). Cleaning agents, pool chemicals, paints, herbicides, and pesticides are all considered HHW. Many of these materials may be ignitable and/or poisonous and therefore a serious health and safety hazard in homes especially to children and the elderly. They also pose threats to the community in general.

Uninformed individuals often pour oils, solvents, and other HHW down the drains leading into sanitary sewer systems. These materials can cause costly damage to public wastewater treatment systems. Disposing of HHW with residential municipal waste is also a hazard. Garbage collectors are injured by chemical burns, explosions, etc. each year from HHW in trash. Unexpected dangers occur from chemical reactions when HHW combines with regular household trash.

PADEP estimates that each person in Pennsylvania generates an average of four pounds of HHW each year. With a population of 149,618 Franklin County could expect to produce approximately 300 tons of HHW per year. The magnitude of HHW should not be underestimated. The average household may have up to 16 pounds of HHW in storage. Providing regularly scheduled HHW collection events and providing a database of other local commercial outlets can prevent pollution, accidents, and inflated disposal costs.

Electronic devices all become disposable commodities within extremely short time spans. Items such as televisions, computers, and monitors are replaced by newer, better models every few years. For smaller devices like cell phones and digital cameras this replacement can happen as quickly as every few months. Discarded electronics contain materials like lead, mercury and other chemical additives, which present potential environmental hazards when disposed of in a landfill.

Computer and electronics one-day collection events have been shown to recover significant volumes of items. Many retail stores, on behalf of the electronic manufacturers, will accept computers and other electronics for recycling. Programs that collect material more frequently are shown to have a higher degree of participation and increased recovery.

Waste pharmaceuticals encompass all types of over-the-counter and prescription medications. These wastes come in the form of pills and capsules, creams, liquids and aerosols. In theory, all the pharmaceuticals that are prescribed for a patient or bought by a person to treat a common illness would be consumed. However, for a host of reasons, significant quantities of pharmaceuticals go unused and remain in our homes.

Unwanted pharmaceuticals can adversely affect human health when they are improperly ingested. They can also work their way into the environment, where they can indirectly impact people's health. Primarily, these substances are flushed into the environment through our sanitary sewer systems. Storing unwanted medicines in the home also increases the risk that these drugs may be used by young people for non-medical reasons. The increasing illicit use of these medications has contributed to higher incidents of accidental deaths and a growing criminal element.

For all of these reasons, new practices and guidelines for collecting and handling unwanted or unused pharmaceuticals are emerging. Organized and controlled collection events, sponsored by local governments and conducted under the supervision of licensed pharmacists and law enforcement officials, are easier to conduct than in the past. Providing periodic events would not only protect the health and safety of local residents, but it could serve as a criminal deterrent.

## **FRANKLIN COUNTY, PENNSYLVANIA**

### **2012-2013 SOLID WASTE MANAGEMENT PLAN UPDATE**

#### **PHASE 2 – JUSTIFICATION OF MUNICIPAL WASTE MANAGEMENT PROGRAMS**

##### **PROJECTING CAPACITY NEEDS**

As part of the solid waste planning process, counties in Pennsylvania are required to re-evaluate their need to secure disposal capacity for the municipal waste generated by their residents and businesses. Part of this exercise requires Franklin County to now project the actual volume of capacity required for the next decade and also to determine if that capacity exists or will be available in the marketplace. The County must then ensure that the methods used to guarantee and reserve that capacity at selected landfills or other disposal and processing facilities are fair, open and competitive. In addition, the selection process must comply with all applicable federal and state laws. This chapter includes a review of the County's future anticipated disposal needs. It offers insight into factors that could influence the availability of that capacity. In addition it provides a brief overview of the legal implications associated with the selection.

Economic and industry trends indicate that landfill tonnages nationwide have decreased significantly in recent years. Pennsylvania landfills are also subject to this same decline in flows and related decreases in revenues. Therefore, at first glance, it would seem that sufficient disposal capacity exists based on the assumption that the current daily and annual tonnage accepted for disposal will continue to be readily available for the County. However, waste disposal is a dynamic industry. In order to meet budgeted goals, and to ensure a reasonable return on their investment in permitting and construction, landfills must seek out new sources of waste to process.

New waste sources must be considered when planning for a county's future disposal capacity needs. A new and emerging source of residual waste in the region is cuttings, sludges, and similar by-products from the drilling for natural gas within the Marcellus Shale formation. When compliant with established criteria, these waste materials can be disposed of in Pennsylvania landfills. Estimates of how much waste can be produced at a single drilling site can be significant considering the potential number of operations. On a given day, a fluctuation in the amount of residual waste transported to a facility, especially from these drilling projects, could diminish the permitted daily volume available for the county's municipal waste.

Out-of-state waste still accounts for a significant percentage of the overall volume accepted for disposal at the landfills currently serving Franklin County's municipal waste demands. Due to the changing needs and business plans of our neighboring states, as well as landfill taxes imposed by the Commonwealth, there is the potential for those volumes to decrease in the

future. It is reasonable to expect however, that out-of-state waste will continue to play a part in the consumption of airspace currently available to the County. In spite of changing economics and regulatory factors, the affordability of airspace in this region along with the accessibility of Interstate Highways still makes Pennsylvania an attractive destination for disposal.

Aside from the impact expected from the ongoing delivery of waste, other factors can also contribute to reducing the life of a disposal facility. Unforeseeable changes in operational status, the establishment of new regulatory constraints, catastrophic events, windfall contracts or fluctuating economic conditions may cause a shift in circumstances.

Operational practices play a significant role in determining available landfill capacity. The very characteristics of the waste received for disposal can determine how much airspace is utilized. Denser materials like sludges occupy less of the space in a landfill than discarded plastics or construction material. Operators who fail to properly monitor compaction ratios and application of daily cover can needlessly reduce capacity. In addition to the physical operating conditions, ownership or more specifically, a change in ownership, can accelerate the consumption of airspace and reduce its long term availability to the County. Depending on the size of the operation, the radius of the service area, and the vertical integration of both disposal and hauling activities, a purchase of a local facility by a larger company with different business strategies could affect available capacity in the local market.

The eventual need for facility permit modifications and renewals are realities that impact the life of a landfill. Oftentimes these undertakings are dependent on the legislative and regulatory environments at any given time. Many landfills with current disposal capacity agreements might not be able to continue to fulfill those obligations without adequate expansions of their permitted areas. With changing public attitudes and new green initiatives, there are no guarantees that such expansions will be approved. This poses a very real threat to the available disposal capacity for a county's municipal waste.

## MUNICIPAL WASTE PROJECTIONS

To estimate the future disposal capacity required for Franklin County current reported disposal quantities were reviewed. This data was used, in conjunction with potential future changes in the per capita generation rate of municipal solid waste and published population projections, to calculate capacity needs.

For the County, reported data for the year 2010 from PADEP Annual Landfill Reports was used. For the 2010 period, a total of 88,971 tons of Franklin County-originated municipal solid waste (MSW) were reported from all receiving disposal facilities. According to the USEPA the national municipal solid waste generation per capita in recent years, has been about 0.85 tons/person/year with little variation. However, data for Franklin County for the past 20 years indicates a MSW rate of 0.59 tons/person/year. This rate grows to approximately 0.77

tons/person/year when sludge and C&D waste are included. Thus, for projection purposes, it was assumed that per capita generation rates will remain unchanged.

2010 United States Census data indicated a 15.7% increase in population over a ten-year period beginning in the year 2000. While we are fortunate to have access to such recent statistics, reliable County-specific projection data for future years is less accessible. Neither the Pennsylvania State Data Center at the Pennsylvania State University or the work completed as part of a recent Franklin County Comprehensive Plan provide much in the way of County-wide demographic projection data. Therefore, utilizing PennDOT's preferred 1.0% State annual growth rate as a base point along with the 2010 Census data rate of 1.57% for the 2000-2010 period, this Plan has chosen to use an annual projected growth rate of 1.1% for the coming 20-year period of 2012-2031. This number takes into account known historical statistics along with an understanding of documented decreases in County development and building activity in the last several years. In this way numbers are presented as reduced in comparison to past years of County growth, yet above average in comparison to State-wide estimates for population.

Table 2-1 shows the estimated quantity of municipal solid waste net disposal for the period 2012 through 2031. The figures are based on a constant per capita generation rate with adjustments due to projected population changes as described in the preceding paragraphs.

**TABLE 2-1: FRANKLIN COUNTY PROJECTED POPULATION & WASTE GENERATION**

<b>YEAR</b>	<b>POPULATION</b>	<b>MSW</b>	<b>C&amp;D</b>	<b>SLUDGE</b>	<b>TOTAL</b>
2012	152928	90228	18657	8870	117755
2013	154610	91220	18862	8967	119049
2014	156311	92223	19070	9066	120359
2015	158030	93238	19280	9166	121684
2016	159768	94263	19492	9267	123022
2017	161526	95300	19706	9369	124375
2018	163303	96349	19923	9472	125744
2019	165099	97408	20142	9576	127126
2020	166915	98480	20364	9681	128525
2021	168751	99563	20588	9788	129939
2022	170607	100658	20814	9895	131277
2023	172484	101766	21043	10004	132813
2024	174381	102885	21274	10114	134273
2025	176299	104016	21508	10225	135749
2026	178239	105161	21745	10338	137244
2027	180199	106317	21984	10452	138753
2028	182182	107487	22226	10567	140280
2029	184186	108670	22471	10683	141824
2030	186212	109865	22718	10800	143383
2031	188260	111074	22968	10919	144961

## FLOW CONTROL

An important consideration in the process of securing disposal capacity is whether or not to require that the County's municipal waste also be directed, exclusively or otherwise, to the facilities which guarantee the capacity. This policy is known as flow control. Because municipal waste is considered a marketable commodity, the control of where it can be disposed is an ongoing debate that has been revisited and argued in State and Federal legal cases on more than one occasion.

Each of the four major cases concerning implementation of flow control focuses on a condition or test under which flow control has been considered acceptable or unacceptable. The major considerations include, but are not limited to; whether or not there will be interference with interstate commerce; whether the benefits of using a public facility outweigh the exclusion of other facilities; to what degree other factors may affect the legitimacy of those benefits; and whether the procurement and selection process was fair, open and competitive.

Several approaches to flow control exist. In certain circumstances, government entities may require waste materials to be disposed of at one designated disposal facility. Typically, this occurs when that government entity has a vested interest or direct ownership in a landfill, transfer station or incinerator. In these situations there tends to be a very rigid interpretation and enforcement of flow control.

Franklin County utilized a form of flow control in its 1991 Plan. Waste transporters were directed to use one or more of a wide variety of designated landfills. In reality, the County entered into formal agreements with only two of these landfills: R & A Bender Landfill (now IESI PA Blue Ridge Landfill), and Mountain View Reclamation. Both of these facilities signed perpetually renewing contractual agreements guaranteeing capacity for the disposal of municipal solid waste generated within the County's boundaries. Transporters were authorized only to use those facilities that entered into the disposal agreements as a result of responding to an RFP for such services. This type of flow control is commonly referred to as a "menu plan." However, in reality, other landfills have been utilized for a small percentage of the County's municipal waste throughout the ensuing years.

## FAIR, OPEN AND COMPETITIVE PROCESS

As part of the bidding process for disposal and processing services, Franklin County considered both the impact of increasing volumes of and changing types of residual waste and the potential for out-of-area competition. Also acknowledged were the unknown regulatory factors that could inhibit the future capacity of existing sites. It was determined that the County should advertise and accept proposals from facilities for additional disposal capacity. PADEP was notified of the County's determination and a formal request was advertised nationally in the industry trade journal, Waste and Recycling News on July 23, 2012. Proposals

were solicited. Figure 2-1 below shows the public notification. Notices were also posted locally in the *Public Opinion* (Chambersburg) and the *Record Herald* (Waynesboro) newspapers. Notices were also sent directly to the five landfills that accepted MSW from Franklin County in 2011 and the first half of 2012.

**FIGURE 2-1: PUBLIC NOTICE OF RFP**

**(FROM THE JULY 23, 2012 ISSUE OF WASTE & RECYCLING NEWS)**

FRANKLIN COUNTY BOARD OF COMMISSIONERS, CHAMBERSBURG, PENNSYLVANIA

In accordance with Pennsylvania Code Title 25. Environmental Protection. Chapter 272.225 Municipal Waste Planning Recycling and Waste Reduction (as amended December 22, 2000), the Franklin County Board of Commissioners has determined that additional waste disposal or processing capacity for municipal solid waste (MSW), including construction/demolition (C/D) waste and sewage sludge generated within the County is required for a period covering the next ten years. The Franklin County Board of Commissioners is hereby soliciting proposals for disposal capacity for County generated MSW, to begin in 2013.

SOLICITATION FOR MUNICIPAL SOLID WASTE DISPOSAL SERVICES

The Franklin County Board of Commissioners will receive sealed proposals until 3:00 p.m., Prevailing Time on Friday, September 21, 2012. The Request for Proposals (R.F.P.) will be available on the Franklin County website ([www.co.franklin.pa.us](http://www.co.franklin.pa.us)) on or after August 1, 2012. All sealed proposals must include an executed Representations and Certifications Affidavit as provided in Form C of the proposal package. All proposals must be made on the Proposal Forms and be in accordance with the Requirements for Submitting Proposals contained in the Request for Proposals. The Proposer is required to submit one (1) original and two (2) copies of the Proposal to Franklin County Planning Department at the address listed below. Envelopes containing the proposals must be sealed and clearly labeled to show the name and address of the Proposer, the statement "Proposal Disposal Capacity" and be addressed to: Franklin County Planning Department, Franklin County Annex, 218 North Second Street, Chambersburg, PA 17201. Attention: Ms. Sherri Clayton. Proposers may withdraw their proposal at any time prior to the scheduled closing time for receipt of proposals. Franklin County Board of Commissioners reserves the right to reject any or all proposals, to waive any irregularities and/or information in any proposal and to make an award in any manner, consistent with applicable laws, which is deemed to be in the best interest of the County.

Prior to the development of the request for proposals, the existing practice of flow control was presented to the County Solid Waste Advisory Committee (SWAC). It was determined unanimously that the existing policy of an open menu should continue. As a result of the proposed County Transporters Ordinance (See Attachment IV), a transporter reporting process will be used to improve the County's tracking and monitoring of disposal activities. Transporters will be provided with the names and locations of designated facilities during the orientation and implementation of the reporting process.

Both of the landfills that have maintained disposal agreements with and received Franklin County waste as well as all other interested facilities were encouraged to submit proposals. No preference was given to whether the facility was located in or out-of-state. The facilities were informed that the County would continue to implement a menu plan for flow control. The only selection criteria established was for responding disposal facilities to provide all of the requested data in the RFP, including a demonstration of their ability to accept and handle a certain percentage of the County's anticipated 10-year disposal needs. The solicitation of facilities for disposal capacity included a standardized agreement to be executed by all facilities. No special terms or conditions that could offer a competitive advantage for one facility over another were allowed.

## **TARGETED IMPROVEMENTS**

Establishing a community capable of providing for the health and safety of itself is a worthy goal in Pennsylvania County government. The implementation of the Franklin County Municipal Solid Waste Management Plan provides a perfect opportunity to demonstrate the County's environmental leadership by promoting waste minimization, resource conservation, and pollution prevention practices. The recommendations in this section of the Plan reflect the County's foresight in protecting and enhancing the quality of life for all who live and work here. Proper solid waste management is just the beginning in a long list of components to realize the County's environmental mission. Expanding County policies to promote and encourage recycled content or environmentally preferred procurement; establishing and strengthening municipal and private industry relations to provide support, and cooperative and innovative marketing of recyclable commodities; ensuring that recycling and conservation is practiced at all levels of government; and other recommendations mentioned within this document are all important considerations as part of this Plan's ten-year life.

Act 101 places responsibility for the State's waste management goals on county and municipal government. County employees, like other citizens, have a civic responsibility to participate and contribute to the waste diversion activities of the communities in which they live and also in which they work. Similarly, each County agency has the responsibility to further the waste minimization goals in the areas in which they do business. Franklin County has historically taken steps as a community leader in waste reduction efforts. The County implements a recycling program in all of its facilities. These activities reinforce the important role that all citizens play in the overall implementation of a successful waste management plan. Through the implementation of an office recycling program, the County creates an environment wherein the efforts of local vendors, both public and private sector, who offer recovery and processing of office paper and other materials for recycling are supported and encouraged. Effective promotion efforts can serve to increase awareness of the opportunities for municipal government offices, schools, and commercial businesses to recycle. This in turn can help all segments of the community to experience lower costs.

## COUNTY OFFICES

Although the County maintains an active recycling program, there are always more opportunities to reduce waste within the various levels of County government. In order to attain these objectives, of greater importance than recycling is a change in policies and operational practices that produce waste in the first place. Therefore, Franklin County supports an ongoing process that expects employees to conduct future business in ways that continually seek an improvement to the County's environmental performance. Waste reduction in all forms, is fiscally responsible policy and results in direct cost savings for Franklin County. Investigating methods to reduce waste implies a desire to increase operational efficiency. Specific benefits to County agencies employing waste reduction practices may include a reduction in energy, water and utility costs; a reduction in raw material usage, storage and disposal costs; and decreased printing and postage costs. By implementing waste prevention, reuse, recycling, and buying recycled activities, each County agency is better prepared to set an example of economic and environmental stewardship to the greater County community. Leading by example speaks infinitely more to the public than any volume of printed text, graphics, and policies.

## WASTE REDUCTION, RECYCLING, AND PURCHASING

Most improvements related to source reduction, reuse and recycling are practical and easily implemented. To further demonstrate its commitment to achieving the mandates of Act 101 the County will promote cost-effective office waste prevention practices in all of its departments and agencies. The County Planning Department serving in the role as Solid Waste and Recycling Coordinator will advance the County's mission by initially conducting waste audits of County facilities; periodically monitoring progress; suggesting process improvements; providing education; and generally overseeing the County's recycling programs.

Recycled content procurement can be viewed as environmental stewardship in action. An end market is provided for the materials diverted from the waste stream. In addition, natural resources are saved and pollution resulting from their recovery is prevented. The process of purchasing products manufactured from recycled and reclaimed materials has an often overlooked bonus, which is the creation of jobs. The Pennsylvania Recycling Markets Center is an excellent resource along with local waste and recycling industry officials to further both the recycling process and the advancement of a recycling economy. In turn, municipal recycling programs will benefit by the diverse outlets that are created for collected materials.

The number of companies offering products with recycled content continues to grow and diversify. Buying products produced from recycled content helps to ensure the future stability of the recyclables market. The County can institute recycled content preferable procurement policies in numerous ways. A simple and effective method is to include the standard statement

“Recycled content is preferred” in all bid specifications. Because it places the burden of finding price competitive recycled content material on the bidder, it still offers the buyer the opportunity to obtain reasonable rates. This type of policy opens up the door for procurement of recycled content janitorial supplies, carpeting, office furniture, paving materials, outdoor equipment, etc. because it encourages the bidder to include them and differentiate his proposal from other competitors for a potential advantage. Franklin County recognizes the value of recycling as a potential tool in future economic development and job creation. Accordingly, the County will promote a new recycled content procurement policy and will encourage its local municipalities to consider implementing similar policies as well.

## ROLE OF THE PLANNING DEPARTMENT

Recycling progress within Franklin County is reflected in the increased rates experienced over the past 20 years since the County’s last Municipal Solid Waste Plan was completed. This consequently reflects a significant level of leadership and support from the County with respect to waste minimization. Franklin County’s Solid Waste and Recycling Coordinator position was phased out as an individual responsibility several years ago. However, the County Planning Department staff has since collectively assumed all of the duties and requirements placed upon the County by Act 101, the PADEP and the County’s Municipal Solid Waste Management Plan. The current County planning staff has demonstrated an ability to help resolve issues and advance progress in municipal recycling programs. The staff maintains an excellent working relationship with the PADEP regional office and also with other surrounding counties. The County has partnered with industry representatives to help identify and locate markets; resolve local compliance issues; spearheaded education, data collection and reporting efforts; and coordinated sources of technical assistance to the local municipalities. One of the County’s most important roles is that of educator and information clearinghouse. As such the County website should be regularly reviewed for functionality and for updates that will be useful and that will complement all facets of County recycling efforts.

While the County is ultimately responsible for developing an effective municipal solid waste management plan, it is often difficult for one person or one department to adequately implement those goals and objectives throughout the County. Enforcement and data management are a particularly challenging responsibility. In contrast, municipal government officials are front and center in creating policies that reinforce proper waste management practices within their respective communities. Unfortunately, such programs are often developed and advanced independently, without full knowledge of fellow communities’ levels of shortcomings or success. Similarly, they often do not take into account the requirements of Act 101 or follow the recommendations set forth in the County’s Municipal Solid Waste Management Plan.

Benefits can be and have been realized by municipalities throughout the County due to the work of the County Planning Department. Even greater advantages are possible if the interaction between the County, its municipalities, and the waste and recycling industry were

to take place in a collective and organized setting with a common agenda and greater combined resources. A recommendation for the County to consider is the ongoing functionality of the Solid Waste Advisory Committee, reformatted as a Recycling and Solid Waste Advisory Committee (RAC), to continue the address of diverse waste and recycling issues. Without the advantage of a full-time and dedicated Recycling Coordinator, the County would benefit from regular meetings with local officials and industry representatives to collectively brainstorm ideas and solutions relative to marketing of recyclables, open burning, mandated collection, illegal dumping, costs and operations, and recycling contamination - all of which are valid and ongoing concerns of local government. Another option is to integrate these concepts with the existing Franklin County Council of Governments wherein an established consortium of municipal officials would be regularly exposed to exploring deeper conversation on waste and recycling related topics. Discussions and shared resources over time could provide municipal officials and their representatives with the tools and understanding to implement sound waste management practices within their communities. Speakers can be invited to the meetings to present topics that reflect those issues considered by the municipalities to have the greatest impact on solid waste and recycling performance in the County. Individual assistance would continue to be provided on an as needed basis. The County must also continue to assess the need and the benefits associated with a staff dedicated Solid Waste and Recycling Coordinator. Budgetary adjustments should be made where possible to ultimately accommodate this position again.

As always, the County will continue to offer grant writing assistance to support municipal programs, purchase equipment and materials. Since joint efforts are favored by PADEP for funding, a forum of collective municipal interests would have the potential to eliminate duplication and provide a wider spectrum of more beneficial intergovernmental programs. The development of greater consistency in materials and collection methods provides strength to promote economic development and resolve market issues related to recycling, both of which can generate tax dollars and revenue.

## PARTNERSHIPS

During the development of this updated Plan, in addition to the public, input was sought from the individual members of the SWAC, which included representatives of private sector waste disposal facilities, transporters and recyclers. Their knowledge and understanding of the local market place were valuable components in the overall analyses of the County's waste management practices. These frontline stakeholders can be a tremendous resource and partner in the advancement of innovative waste and recycling programs. Their continued and broadening participation in the aforementioned forums as part of the Recycling Advisory Committee format is important. Their advice should be sought after concerning new and emerging trends and technologies, how to better engage private sector participation in County and municipal efforts, and how to better encourage public/private partnerships.

Due to their very nature, schools are high traffic areas in the community. Extracurricular activities and sporting events attract not only students and their families, but also others who use the facilities for meetings and entertainment purposes. Many Franklin County municipalities, acting alone, may find they do not have sufficient resources to launch a successful recycling program. Similarly, schools, both public and private, have often considered the inclusion of greater recycling in their waste collection contracts and daily regimen to be an added burden and expense. By partnering, municipal officials and educators may be able to reduce the overall cost of recycling collection in each budget. Placement of permanent drop-off containers at or near the schools and providing controlled but easy community access to them could significantly increase participation in recycling throughout the County. Alternatively, municipal buildings could also be convenient areas in some instances for use by school personnel responsible for the recycling program. Care should be taken, however to avoid unmanned or unsupervised drop-off sites as they may attract excessive volumes of materials from outside users and contamination, both of which can prove costly and counter to the intended efficiencies of the program.

In addition to the obvious recycling of paper, aluminum, glass and plastic containers, schools should be informed of the plethora of available programs that offer to pay them for recycling a variety of items. Recyclers of ink and toner cartridges, cell phones, batteries, and even athletic shoes offer rebates and rewards to schools that collect these items. This provides an opportunity for not only the school population and school district residents, but also the business community and general citizenry to participate in a school recycling program. Revenue generated from these items can be reinvested directly in the recycling project or in an incentive program to reward student achievements or fund much-needed school improvements. By aligning, a municipality's recycling program with that of the local school district, much more can be accomplished than the removal of materials from the waste stream. Studies show that when students have the opportunity to recycle, not only as a classroom exercise, but also as part of a community experience, the knowledge that their actions can make a difference has a more significant and lasting impact.

A recommendation of this plan is for Franklin County to study potential partnerships with local municipalities and school districts to determine the benefits and the costs of implementing those shared programs. The County could then seek to promote the development of waste minimization and recycling programs to school leaders and municipal officials in those areas where their success seems most feasible and most acceptable. Another manner in which the County could support schools in implementing and maintaining recycling programs is through the creation of individual or joint school recycling "clubs." This program would offer great opportunities for education, awareness, and recognition of individual and school achievements that ultimately translate through the family unit as well. "*GreenSylvania*," a statewide school recycling program promoted in conjunction with the PADEP, the USEPA, and the Professional Recyclers of Pennsylvania, provides a great format for implementing a competitive recycling program between schools.

Businesses play a large part in a community's quality of life. Therefore, it is important that they stay informed of environmentally friendly practices that are easily implemented. Getting the message to business owners and their employees requires the same effort as educating the County's residents. Because there are fewer businesses than homes, however, and because businesses are often more sensitive and receptive to cost-saving initiatives, it can be easier to reach this group face to face. Seminars and events geared to businesses and professional trade organizations tend to have a more lasting impact than other methods of advertising. Franklin County should consider partnering with local Chambers of Commerce and other business associations to offer seminars on commercial and institutional recycling and waste minimization practices. These sessions would be useful in getting the initial recycling message out to the business community. A regular and continuing schedule of programs boosts interest in recycling and other environmental issues. Additional programs could include information sessions on topics including green buildings, organic composting, and recycled content procurement, among others. Opportunities exist for partnering in these seminar style presentations with groups such as PADEP and the Professional Recyclers of Pennsylvania. Local recycling successes could also be featured. Businesses like Letterkenny Army Depot (LEAD), a major employer and a profound and longstanding presence in the community, that recycles thousands of tons of material each year and that aspires to a goal of 100% recycling efficiency. In Fiscal Year (FY) 2009, LEAD recycled 6,777 tons of material. In FY 2010, 5,818 tons. In FY 2011, 5,045 tons. Or a business like Occupational Services, Inc. (OSI), that employs the disabled and has diversified its services to include the recycling of appliances, paper, aluminum cans and non-ferrous metals as a means to supplement its funding while social service funding from the State continues to decline.

Improper waste disposal and the resulting pollution can be an eyesore and a nuisance in the more rural sections of Franklin County. The elimination of open burning and illegal dumping were identified as important objectives during the planning process. Several recommendations are offered herein to rectify these situations. The County is in a position to launch a comprehensive educational (possibly multimedia) campaign promoting proper disposal habits. One goal of such a campaign should be focused on increasing the number of homes that contract for waste collection services, or at a minimum, use local transfer stations. Voluntary waste collection is the norm in some sections of the County and, therefore, it is easier to avoid using and paying for the proper handling of municipal waste. These habits can make it equally convenient for people to justify their disposal behaviors. The campaign message should be clear that illegal dumping is considered socially unacceptable. Peer pressure is increased when certain behaviors are considered to be the social norm. Studies have shown that this perception has a stronger influence on waste and recycling participation levels than messages that focus on environmental benefits. The campaign could be conducted in conjunction with local school districts, civic organizations, and the municipalities. In addition, local waste management companies that could benefit from the results should also be canvassed to support the campaign. Many of these groups may be willing contribute funds or in-kind services to support the County's efforts. The availability of grants and sponsorships can also be explored to cover the costs of design, printing, and distribution.

At the County level, a checks and balance system based on transporter data is often an effective means of identifying and curtailing illegal dumping activity. Reliable data collection is one of the County's more significant waste management responsibilities as well as one of its most frustrating challenges. It also acts as a means to monitor the effectiveness of, if not the enforcement of, flow control. The ability to capture more complete and accurate information on recycling activities is also essential. Therefore, it is suggested that the County investigate a more uniform reporting system to retrieve information from landfills, recycling facilities, and transporters. An ordinance establishing the County's authority and outlining these requirements for transporters is recommended for implementation to reach these goals.

Franklin County has hosted a number of collection events for special handling materials in the past and should continue to do so with greater regularity. A variety of funding mechanisms are available to help defray the costs. For household hazardous waste (HHW) and discarded electronics consumers are typically charged by the pound or by the category of item (i.e. television, computer, cell phone) or (i.e. paint, solvent, pesticide). Some programs choose instead to charge by the carload. Partial reimbursement for both options is currently available through the PADEP Household Hazardous Waste Program. Most programs require participants to pay fees sufficient to cover the remaining costs. Although often coordinated by local law enforcement, grant funding and co-sponsorships from retailers, hospitals and similar organizations are also often available for the County to lessen the cost of collecting and processing unwanted pharmaceuticals. Private water companies have also been identified as a potential contributor to these efforts. Pending legislation is under consideration in Pennsylvania that would place more responsibility on electronics manufacturers and pharmaceutical companies to manage these discarded or unused products. Extended producer responsibility programs could take the burden off of local governments for managing these programs. Additionally, it could serve to provide a more convenient disposal system for the consumer, which would lead to greater participation. Franklin County should encourage its local legislators to support these initiatives.

Providing cost effective and convenient outlets for many of the materials typically found in illegal dumps is another recommendation. County and/or municipal collection events across Pennsylvania for tires, bulk items and white goods have been demonstrated to be highly effective in capturing these items. Seasonal collections included in waste collection contracts can be even more effective. Often the value of the metal scrap covers a significant portion of the collection costs.

Local information input from the Solid Waste Advisory Committee, guidelines from the Pennsylvania Department of Environmental Protection, successful examples from other Pennsylvania counties' plans, the findings of published studies, national statistics and commonly accepted analytical practices were used during the planning process. The exchange of opinions, comparison of data and identification of trends all contributed to the final recommendations to improve municipal solid waste and recycling practices in Franklin County.

## EXPECTED RESULTS & TIMELINE FOR IMPLEMENTATION

The Updated Municipal Solid Waste Management Plan suggests a variety of actions that the County could take to improve upon its existing solid waste management program. In order to maximize those efforts, the County must determine when it will reap the greatest benefit and results. The County foresees many of these suggested improvements as increasing its productivity and efficiency in meeting the 35% goal for County-wide recycling. Raw recycling figures from 2010 to 2011 were encouraging and saw a slight increase from 21.3% to 23.6%. Improved reporting requirements and data collection will result in even further positive adjustments as proven by the 2011 Letterkenny Army Depot figures which accounted for an additional 5.1% boost in the overall percentage. Major goals of this Plan that will work congruently to improve the County's annual recycling volumes to the 35% goal and beyond include: 1) re-establishing a regular County-wide collection events schedule for special handling waste, 2) County enhancements in public education and information dissemination, 3) adoption of the proposed County Transporters Ordinance and the institution of enhanced reporting practices, 4) fostering new partnerships with schools as well as business and industry, and 5) implementing new recycling practices throughout all County facilities. The Plan also calls for the County to reassess the funding and establishment of a dedicated Solid Waste and Recycling Coordinator. Having a staff member devoted to this facet of waste minimization practices would in itself be a significant contributor to meeting the goals outlined in this Plan. A suggested prioritized timeline for implementing the recommendations and revisions is shown in Table 2-2.

### TABLE 2-2: FRANKLIN COUNTY MUNICIPAL SOLID WASTE IMPLEMENTATION

#### 2013-2014

PADEP Approval of Updated County MSW Plan  
Conduct Collection Event for Special Handling Waste (annually alternate target waste)  
Establish RAC and Regular Forum for Municipal / Industry Waste Discussion  
Adopt County Transporters Ordinance / Register Transporters  
Initiate Enhanced County Reporting Practices  
County Website Enhancements  
Reassess Funding & Staff Position for County Solid Waste and Recycling Coordinator

#### 2014-2015

Implement Business & Institution Waste Minimization Seminars  
Conduct Collection Event for Special Handling Waste  
Implement Analysis of Municipal/School Recycling Partnerships

#### 2015-2016

Support Start-Ups of Municipal/School Recycling Partnerships  
Conduct Collection Event for Special Handling Waste  
Review County Office Recycling Policies & Develop Recommendations

2016-2017

Develop & Implement Recycled Materials County Procurement Policy  
Implement County Office Recycling & Waste Minimization Recommendations  
Conduct Collection Event for Special Handling Waste

2017-2018

Develop & Implement Campaign to Curtail Illegal Dumping & Litter  
Conduct Collection Event for Special Handling Waste

2018-2019

Conduct Collection Event for Special Handling Waste

2019-2020

Initiate Process for County MSW Management Plan Update  
Solicit Proposals for Plan Update Consulting Services  
Recruit Members for Solid Waste Advisory Committee (SWAC)

2020-2021

Solicit Proposals for County Waste Disposal & Processing Services

2022

Submit Final County MSW Management Plan Update for PADEP approval

## GUARANTEEING DISPOSAL CAPACITY

A primary responsibility of Franklin County under Act 101 is to guarantee that enough disposal capacity exists to meet the future needs of municipal solid waste generated within its boundaries for the next ten years. The first step in this process is to secure agreements with disposal and processing facilities for the capacity. Another consideration is whether or not to actually control or designate where the waste generated within the County is ultimately disposed.

Since the development of its first municipal solid waste management plan, Franklin County has utilized some form of waste flow control. The dynamics of the waste industry continually change. Consolidation thru acquisition often results in ownership changes of hauling operations and disposal facilities. Just as some companies disappear, other small independent operations enter the market. The desire of companies with an investment in both collection and disposal operations to direct waste to their own facilities makes good business sense. Also understandable is for an independent hauler to seek out the disposal option that provides the best competitive advantage. Therefore, at any given time a noticeable, but explainable shift in waste flow can occur. Transportation routes as well as disposal destinations can be altered for a variety of reasons over time. For these reasons, Franklin County continues to favor a modified waste flow control scheme. An ordinance and reporting process will be utilized to ensure compliance. Although disposal menu options will be limited to those qualified facilities that have accepted the terms and conditions of the disposal capacity agreement, the Plan Update provides a comprehensive menu that can be expanded during implementation.

A non-discriminatory procurement process was conducted to solicit for future disposal capacity. A Request for Proposals was issued by the County in July of 2012. All disposal or processing facilities interested in making capacity available to the County were invited to submit offers. To ensure outreach to both Pennsylvania facilities and those located in other states, the request for proposals was posted once in a display advertisement in *Waste and Recycling News*, a national industry trade journal. Proposals were expected to adhere to specific submission guidelines in providing the information for administrative and technical merit review. The open menu option selected by the County allowed all responders to be included in the Plan as a qualified disposal facility based solely on providing all of the information requested in the RFP. No other selection criteria was established for responding facilities eligibility for inclusion in the Plan. Proper provision of the basic RFP information was viewed as a sufficient guarantee to meet the County's future disposal capacity needs. Based upon the information provided in response to the RFP, the qualifying facilities were selected to provide disposal capacity to Franklin County for the next decade. Table 2-3 below shows the results of the proposal reviews.

**TABLE 2-3: FACILITY EVALUATION OF RESPONSES TO WASTE DISPOSAL RFP (PART 1)**

SITE NAME	OWNER	STATE & PERMIT #	PERMIT EXPIRATION	OPERATING HOURS	VIOLATIONS	GUARANTEES FOR FRANKLIN COUNTY WASTE		
						MAX. DAILY VOLUME (TONS)	RESERVED CAPACITY (%)	REMAINING CAPACITY (YEARS/ AS OF)
Blue Ridge Landfill	IESI	PA 100934	5/2/2020	M-F 6 a.m. - 4 p.m. S 6 a.m. - 11 a.m.	none	400	100.00	9.60 (2011)
Conestoga Landfill	Republic	PA 101509	9/1/2017	M-S 5 a.m. - 8 p.m.	3 (1 pending)	100	34.00	17.02 (2012)
Cumberland County Landfill	IWS	PA 100945	11/6/2017	M-F 7 a.m. - 4 p.m. S 7 a.m. - 12 p.m.	3	292	99.70	21.60 (2010)
Grand Central Sanitary Landfill	WM	PA 100265	8/1/2018	M-S 6 a.m. - 6 p.m.	47	245	100.00	11.40 (2011)
McKean County Landfill	Casella	PA 100361	NO RESPONSE	NO RESPONSE	NO RESPONSE	295	100.00	NO RESPONSE
Modern Landfill	Republic	PA 100113	7/1/2017	M-F 6 a.m. - 6 p.m. S 6 a.m. - 12 p.m.	3 (2 pending)	100	34.00	11.80 (2012)
Mostoller Landfill	IWS	PA 101571	12/30/2014	M-F 7 a.m. - 4 p.m. S 7 a.m. - 12 p.m.	9	200	68.00	12.40 (2010)
Mountain View Reclamation	WM	PA 101100	8/1/2020	M-F 7 a.m. - 4 p.m. S 7 a.m. - 11:30 a.m.	4	326	100.00	26.69 (2012)
MountainView Landfill	WM	MD 2011-WMF-0010	4/13/2016	M-F 7 a.m. - 3 p.m. S 7 a.m. - 12 p.m.	none	107	33.00	7.06 (2012)
Shade Landfill	WM	PA 101421	6/21/2021	M-F 7 a.m. - 5 p.m. S 7 a.m. - 12 p.m.	6	326	100.00	198.30 (2012)
Western Berks Landfill	IWS	PA 100739	3/28/2019	M-F 7 a.m. - 4 p.m. S 7 a.m. - 12 p.m.	2	100	31.00	23.50 (2010)
WSI Sandy Run Landfill	IWS	PA 101538	4/9/2019	M-F 7 a.m. - 4 p.m. S 7 a.m. - 11 a.m.	8	100	34.29	2.04 (2010)

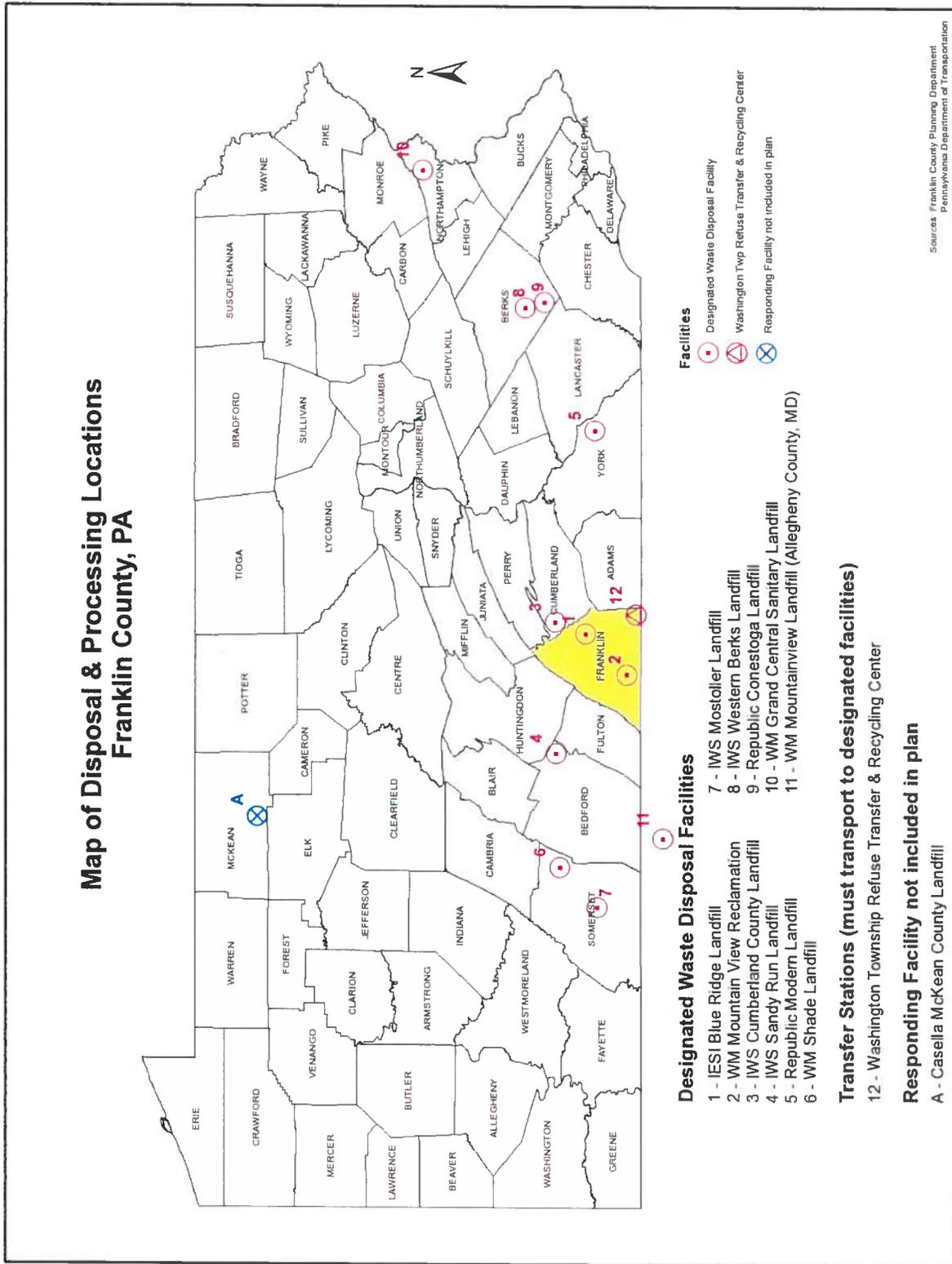
**DID NOT RESPOND FOR ADDITIONAL INFORMATION, NOT INCLUDED IN THE PLAN**

**TABLE 2-3: FACILITY EVALUATION OF RESPONSES TO WASTE DISPOSAL RFP (PART 2)**

SITE NAME	MAXIMUM TIPPING FEES					ICW	OTHER
	MSW	C&D	SLUDGE	1ST YEAR			
Blue Ridge Landfill	\$75.00	\$75.00	\$75.00	N/A	N/A	N/A	
Conestoga Landfill	\$63.00	\$68.56	N/A	N/A	N/A	\$83.20	
Cumberland County Landfill	\$90.00	\$95.00	\$100.00	\$105.00		N/A	
Grand Central Sanitary Landfill	\$84.00	\$84.00	TBD	TBD	TBD	N/A	
McKean County Landfill	\$30.00	\$30.00	\$35.00	N/A	N/A	N/A	
Modern Landfill	\$63.00	\$68.56	N/A	N/A	N/A	\$80.00	
Mostoller Landfill	\$75.00	\$80.00	\$85.00	\$100.00		N/A	
Mountain View Reclamation	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00	N/A	
Mountainview Landfill	\$45.40	\$57.53	\$45.40	\$57.53	\$57.53	N/A	
Shade Landfill	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00	N/A	
Western Berks Landfill	\$95.00	\$100.00	\$100.00	N/A	N/A	N/A	
WSI Sandy Run Landfill	\$85.00	\$95.00	\$100.00	N/A	N/A	N/A	

**DID NOT RESPOND FOR ADDITIONAL INFORMATION, NOT INCLUDED IN THE PLAN**

**FIGURE 2-2: MAP OF WASTE DISPOSAL/PROCESSING FACILITY LOCATIONS**



## REQUEST FOR PROPOSALS

(SEE ATTACHMENT I)

## MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT

(SEE ATTACHED AS PART OF RFP, ATTACHMENT I)

## PETITION TO DESIGNATE ADDITIONAL FACILITIES

Based on past history, it is expected that over the course of the Plan's 10-year implementation period, that landfills, transfer stations and hauling companies currently identified in the Plan Update may change owners or cease to exist. Improved technologies will emerge and permitted facilities may operate that do not currently exist. Therefore, it is advisable for Franklin County to prepare itself for the eventuality of the need to utilize a disposal or processing facility that is not presently included in the Plan. The County has developed guidelines to expedite such a need or request with a petitioning process. Initially, a municipality, a hauler, transfer station or the facility itself must file a request with the County. Official forms provided by the Franklin County Planning Department must be completed and submitted by the petitioner.

Once the petitioner submits the form, the County will notify PADEP that a Plan revision may be forthcoming. The County Planning Department will then send to the facility an information packet, which outlines the requirements for designation as a disposal facility. Without exception, all facilities must meet the same criteria as those responding to the initial Request for Proposals for Disposal Capacity. These include the technical qualifications, compliance history, managerial experience, and permitted status. A copy of the universal standard contractual agreement, which includes a set fee structure will be included for the facility to review and execute.

Adding one or more facilities to a plan is not considered a substantial Plan revision. Therefore, it does not require review and ratification by each of the municipalities. This allows the County to respond to requests more quickly and with lower costs than if a full-scale revision of the overall Plan was necessary. It will be the responsibility of the Petitioner or the Facility to cover any and all costs associated with the Plan revision. The costs shall be established by the County based on but not limited to the following expenses: staff, legal and consulting time; reproduction; postage; distribution to municipalities; and other related items.

(SEE ATTACHMENT III)

**TABLE 2-4: CHART OF RESPONDING PROVIDERS**

**CASELLA WASTE MANAGEMENT OF PA**

\*\* McKean County Landfill, Sergeant Township, McKean County

**IESI (PROGRESSIVE WASTE SOLUTIONS)**

Blue Ridge Landfill, Greene Township, Franklin County

**INTERSTATE WASTE SERVICES (IWS)**

Cumberland County Landfill, Hopewell & North Newton Townships, Cumberland County

Mostoller Landfill, Somerset & Brothers Valley Townships, Somerset County

WSI Sandy Run Landfill, Broad Top Township, Bedford County

Western Berks Landfill, Cumru Township, Berks County

**WASTE MANAGEMENT (WM)**

Grand Central Sanitary Landfill, Plainfield Township, Northampton County

Mountain View Reclamation, Antrim & Montgomery Townships, Franklin County

Shade Landfill, Shade Township, Somerset County

Mountainview Landfill, Allegheny County, Maryland

**REPUBLIC SERVICES**

Modern Landfill, Windsor & Lower Windsor Townships, York County

Conestoga Landfill, New Morgan Borough, Berks County

**\*\* = DIDN'T RESPOND TO REQUEST FOR ADDITIONAL INFORMATION,  
NOT INCLUDED IN THE PLAN**

**DELEGATING AUTHORITY**

Providing oversight and enforcement of the policies and programs resulting from the County Municipal Solid Waste Management Plan is the ultimate responsibility of the Board of County Commissioners. It can, however, be delegated to another individual, agency, department or similar entity. Most counties opt to shift this responsibility to a designee because attaining the goals and objectives outlined during the planning process, as well as complying with state

regulatory and reporting requirements, requires considerable effort and focus. Although in some counties municipal authorities are established to manage solid waste and recycling related issues, Franklin County has determined that this responsibility is best delegated as a departmental function. Therefore, solid waste management decision making remains as an integral part of county government. Previously a Solid Waste and Recycling Coordinator assumed these duties. In recent years, however, the County has eliminated this position and delegated the responsibilities to the staff of the County Planning Department. As mentioned earlier, the County should reassess its position with regard to the affordability and benefits associated with this potentially valuable staff assignment.

The Department staff must see that the guidelines and recommendations set forth in the Plan are implemented according to a defined schedule. The transporter reporting program and subsequent flow control requirements will be also administered by this office. Additionally, all reporting and monitoring activities associated with the disposal capacity agreements will be managed here. The Planning Department is also responsible for regulatory compliance and reporting, including submission of the County's Annual Report to PADEP. Developing a solid working relationship with the Pennsylvania Department of Environmental Protection is essential. The Department staff would be served well by active attendance and participation in the regularly scheduled Regional Roundtable coordinated by PADEP. This professional opportunity provides a network of peers to share ideas and information. It is crucial for the Planning Department staff to be well-informed and knowledgeable regarding the availability of federal and state grant funding as well as opportunities to obtain sponsorships and financial support from corporate programs. PADEP performance grants are one example of potential funding sources available for recycling programs which the County should explore further. Similarly, the County should consider alternative sources, such as future host fees imposed on waste service providers, as a legitimate means to fund important County recycling initiatives.

The County Planning Department serves also as a promoter and educator. Cultivating relationships with municipal officials, schools, civic organizations, members of the community, and the private sector is necessary to foster support for recycling and to promote the County's waste management policies. In general, public education and communication of any County sponsored programs starts here. Outreach programs, seminars, campaigns, special collection events, and feasibility studies are originated and supervised by the County Planning staff. Educational pieces, advertising, and press releases will be designed and produced in this office. County recycling staff can benefit from membership and participation in the Professional Recyclers of Pennsylvania. This organization provides continuing education opportunities and up to date information on solid waste, composting and recycling. The Keystone Chapter of the Solid Waste Association of North America (SWANA) is another source of reliable information and industry interaction. It is also important for the Planning Department to maintain an open and honest line of communication with the County Commissioners. Pending solid waste and recycling regulatory changes that could impact the County's programs should be brought to the Board's attention. Commissioners must be kept informed of program achievements along with constraints that might place them in jeopardy. In January of 2013, new rules for the disposal

of electronic devices took effect prohibiting consumers from disposing of laptops, computers, monitors and televisions with their trash. This is an example of important information to disseminate to both the public and to elected officials. It also represents an opportunity for the County to play a role in ensuring ample recycling and collection opportunities are in place. The Planning Department staff must effectively communicate funding needs, and offer suggestions for program improvements in a timely manner. In turn, for the Plan to be implemented successfully, the Commissioners will need to understand and support the efforts of their delegated agency.

## **OWNERSHIP & OPERATION**

Solid waste collection services in Franklin County are provided primarily by the private sector haulers. Two exceptions exist where public works employees provide this service to local residents. Both residents and commercial establishments in all of the other municipalities contract directly with the transporter of their choice. Self-haulers and construction contractors also transport waste on a more limited basis. Franklin County has one operating transfer station, which is owned by the public sector.

The public sector and private sector both play a role in providing recycling services in Franklin County. Recycling facilities are owned by the private sector, primarily in the form of transfer or scrap operations, and by the public sector as material recovery facilities. Residential recycling collection has traditionally been the domain of government employees and in a few instances volunteer civic groups. Most recently, however, private sector transporters have been required to include recycling as part of their waste collection services in many municipalities.

High volume generators of recyclable materials, such as corrugated cardboard, transport their material directly to market by contracting with broker haulers. Some commercial establishments and government facilities have containerized recycling collection from a private hauler. It is suspected that without municipal contracts, along with the rural nature of the communities, the desire of the private sector to offer recycling services voluntarily is low. The unwillingness to pay for such services by residents and businesses has a negative impact on most programs. This is particularly true in areas where it is not mandated. Changes in any of these conditions could affect the availability of recycling throughout Franklin County.

Franklin County does not own or operate any type of waste disposal, processing, composting or recycling facility and that condition is unlikely to change in the foreseeable future. The County provides support to local government operations through the County Planning Department. It also encourages and promotes any attempts from private companies looking to offer recycling opportunities within the County.

Several municipalities own equipment used to collect or process recyclables. Collections are done in a combination of curbside and drop-off programs. The only public sector recycling processing facility in the County is operated by Washington Township. It receives material from

some of the other municipalities. Leaf waste composting sites also exist in several municipalities. The equipment used by the communities, for the most part, was purchased through PADEP grants. Collection vehicles, containers/bins, balers, chippers/shredders and similar items are part of these operations. The Boroughs of Chambersburg and Shippensburg are the only municipalities that operate municipal solid waste collection services.

## **POLICIES & PROCEDURES**

A variety of mechanisms are available to define and clarify the intent of the County Municipal Solid Waste Management Plan and provide direct means of enforcement. The County can ensure that the Plan and revisions are successfully implemented through a variety of legal instruments. Ordinances, contracts, policies and procedures have been developed specifically to support the recommendations and requirements set forth in the Plan. During the course of the planning period, it is expected that other documents and forms, many of which are described within the ordinances and contracts, will be developed and revised over time to simplify and improve the procedures associated with implementation.

## **EXISTING MUNICIPAL PRIVATE SECTOR CONTRACTS**

To ensure that recommendations incorporated into the Plan revisions are fair and reasonable, Franklin County sought input from all classes of municipal government during the planning process. Cities, boroughs and townships were all represented. Interested parties from agencies and institutions, as well as the waste and recycling industry were also engaged in the discussions. Changes in program structure, services or County policies were designed to have minimal impact on existing operations.

Several municipalities in Franklin County contract with the private sector for exclusive collection of residential municipal solid waste. The terms and conditions of each of those contracts are assumed to be in compliance with the original Plan. Such contracts in existence prior to Plan adoption by the County Commissioners will be unaltered by the Plan revisions and shall remain in effect until the contract expires as currently specified. Any contracts for public residential collection services initiated after County Plan adoption must comply with the appropriate guidelines of the revised Plan. This provides sufficient time for any municipality to prepare for any amendments that might be necessary to future bids or contracts. It also allows the County to work with a municipality to ensure its programs and services are consistent with the Plan.

## **RECOGNITION OF INDUSTRY OBLIGATIONS**

Franklin County is required by Act 101 to develop a municipal solid waste management plan that provides secured disposal capacity. All counties in Pennsylvania have the same obligation. This Plan Update demonstrates that Franklin County, in fulfilling its Act 101 obligations, does

not hamper the ability of waste management facilities to function in the marketplace, nor does it obstruct other counties from obtaining necessary disposal capacity.

Franklin County opted to seek the services of facilities owned and operated by other sources, rather than to develop a disposal site of its own. The original Plan as well as its revision requires transporters of municipal waste to use the disposal and processing facilities that were willing to secure disposal capacity by entering into a uniform contractual agreement with Franklin County. Therefore, whether hauled direct, or through a transfer station, all types of waste are exported from Franklin County to disposal and processing facilities located in Franklin and other counties. There are no reported instances of Franklin County waste being disposed in other states. A mix of both public and private sector facilities are utilized. The use of multiple facilities, as demonstrated throughout the plan, allows for a fair and open market and provides sufficient capacity to the County on a daily basis and in the face of catastrophic events. The same approach was utilized in other county plans. Many of them use the same landfills as Franklin County. All of the facilities that receive Franklin County waste have contractual obligations to serve other counties in addition to Franklin. Each has a need to design, finance, and construct reasonable expansions to meet those capacity requirements. Franklin County respects the rights of these facilities to attain those goals and fulfill the terms and conditions of their various agreements.

**ATTACHMENTS**

I. REQUEST FOR PROPOSALS

II. ACCEPTED & EXECUTED DISPOSAL CAPACITY AGREEMENTS

(TO BE PROVIDED UPON COUNTY EXECUTION, DRAFTS FROM RESPONDERS ATTACHED)

III. PETITION TO DESIGNATE ADDITIONAL FACILITIES

(TO BE PROVIDED AS NEEDED, DRAFT ATTACHED)

IV. TRANSPORTERS ORDINANCE

(TO BE PROVIDED UPON ADOPTION, DRAFT ATTACHED)

V. PUBLIC NOTIFICATIONS & COMMENTS

VI. MINUTES OF COUNTY COMMISSIONERS' PUBLIC HEARING

VII. MINUTES & RECOMMENDATION OF COUNTY PLANNING COMMISSION

VIII. SOLID WASTE ADVISORY COMMITTEE AGENDAS & MINUTES

IX. RESOLUTION OF PLAN ADOPTION

(TO BE PROVIDED UPON APPROVAL, DRAFT ATTACHED)

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**ATTACHMENT I**

**REQUEST FOR PROPOSALS**

# FRANKLIN COUNTY, PENNSYLVANIA



## Request for Proposals Municipal Solid Waste Disposal Capacity

### Project Consultant and Primary Contact

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MUNICIPAL • URBAN • REGIONAL • LAND DEVELOPMENT AND ENVIRONMENTAL PLANNERS

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MUNICIPAL • CIVIL • SANITARY • SOLID WASTE AND ENVIRONMENTAL ENGINEERS

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## **Introduction**

The Franklin County Board of Commissioners through the Franklin County Planning Department is accepting proposals for the disposal of municipal waste generated within the County of Franklin. Through this Request for Proposals, the County will select the disposal facilities and method of disposal to ensure disposal capacity in accordance with the provisions of Act 101, the Pennsylvania Municipal Waste Planning, Recycling, and Waste Reduction Act of 1988. Act 101 mandates that each County must have secured disposal capacity for the municipal waste generated within its boundaries for a period of ten years. Those facilities entering into agreement with the County for secured capacity will be designated in the Municipal Solid Waste Management Plan of Franklin County.

The county is currently in the process of preparing a Plan Revision, which will provide for additional designated facilities under a "competitive menu plan." As part of the Plan revision process, Franklin County has issued this RFP seeking processing or disposal capacity for municipal solid waste generated within Franklin County. Owners of processing or disposal facilities desiring to use those facilities to process or dispose municipal solid waste generated within Franklin County must respond fully to this RFP with a separate Proposal for each such facility by the appropriate deadline, including submission of an executed Municipal Waste Disposal Service Contract ("Contract").

Franklin County intends to designate and include in the Plan Revision those facilities whose Proposals are fully responsive and in the best interests of the County. Upon approval of the Plan Revision by PADEP, the designated facilities will be empowered to compete for certain municipal solid waste generated within Franklin County pursuant to the Contract. No designated facility will be guaranteed any specific amount of municipal solid waste but only designated facilities will be eligible to receive municipal solid waste regulated by Franklin County. The Disposal Agreement requires each Proposer to offer to accept at least a certain minimum tonnage at a not to exceed price, but each selected Proposer will be free to compete for more tonnage at lower prices if it desires to do so.

This document, which comprises the request for proposal, includes four (4) sections:

Procurement Approach and Purpose

History and Background

Contract Provisions

Required Forms for Submission of Proposal

**Sealed Proposals in response to this RFP are due September 21, 2012, on or before 3:00 PM. To qualify for consideration, one original and two copies of the proposal are to be submitted to:**

**Franklin County Planning Department  
Franklin County Annex  
218 North Second Street  
Chambersburg, PA 17201  
Attention: Ms. Sherri Clayton**

The outside of each sealed envelope must be marked **"Proposal - Disposal Capacity"**.

The County of Franklin intends to review all proposals to determine that contractor(s) submitting proposals are deemed to serve the best interests of the County in meeting its needs for disposal capacity in accordance with Act 101. Franklin County will consider the potential of utilizing one or more of the facilities, which have submitted qualified proposals. After the review of the proposals is complete and based on the recommendations, which result from it, the Franklin County Board of Commissioners will enter into the disposal contract(s) with the selected contractor(s).

A contractor responding to this RFP shall be prepared to enter into a contract with the County to provide up to ten (10) years disposal capacity for municipal waste generated within the County and to perform disposal service in accordance with the conditions set forth in this RFP and the accompanying Municipal Waste Disposal Service Contract. The contractor shall operate a fully permitted disposal facility which meets at a minimum the design and operating standards required by the state and local governments in which the facility is located.

Under all alternatives and provisions described herein, the collection and transportation of waste is handled by municipal or private collection firms and is not a consideration in this proposal.

**SIGNED DISCLAIMER STATEMENT**

The information contained in this Request for Proposals (RFP) has been prepared by Franklin County from information received by it, and such information is believed to be accurate and reliable. However, by its submission of a Proposal in response to this RFP, the party whose name appears below remises, releases and forever discharges Franklin County, and all others employed by and/or representing Franklin County, including their engineers, attorneys, and other consultants retained for the purposes of services related to this RFP and associated with this project, from any and all claims which such person(s) has, have or may hereafter have arising out of any inaccuracy or omission in the information contained in this RFP. Any party who intends to submit a response to this RFP is specifically invited to independently verify the accuracy of the information contained herein.

***RESPONDENTS TO THE RFP ARE ADVISED THAT FRANKLIN COUNTY IS NOT REQUIRED TO ACCEPT THE LOWEST RESPONSIBLE BIDDER AND/OR PROPOSAL. RESPONDENTS ARE ALSO ADVISED THAT FRANKLIN COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND/OR PROPOSALS AND RESERVES THE RIGHT TO WAIVE ANY IRREGULARITIES AND/OR INFORMALITIES IN THE RFP PROCESS.***

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NAME OF ORGANIZATION

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NAME

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TITLE

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DATE

## **PROCUREMENT APPROACH**

### **Purpose of Request for Proposals**

The Franklin County Board of Commissioners intends to comply with the specifications set forth in Act 101, the Pennsylvania Municipal Waste Planning, Recycling, and Waste Reduction Act of 1988, by securing sufficient disposal capacity, which is both economically feasible and environmentally sound, for the municipal waste generated within the County's borders for a period of a minimum of ten years.

### **Requirements for Submitting Proposals**

To be considered as a response qualified for review, proposals must meet the requirements set forth in this Section. Three copies of the proposal must be provided and each copy must contain all of the required information and forms. One copy must be clearly marked "ORIGINAL" and contain the original signatures and certifications as indicated below. Proposals must be received by the date and time specified in the Introduction. Proposals received after the specified date and time will not be considered as a response qualified for review and will be returned unopened. Envelopes/Packages containing the proposals must be sealed and clearly labeled to show the name and address of the Proposer, the statement "Proposal-Disposal Capacity" and be addressed to:

Franklin County Planning Department  
Franklin County Annex  
218 North Second Street  
Chambersburg, PA 17201  
Attention: Ms. Sherri Clayton

**Contractors proposing multiple facilities for the County's consideration must complete and submit a separate proposal package for each facility.**

If supporting information contained in the proposal is considered confidential, that information should be submitted under separate cover and clearly labeled "CONFIDENTIAL INFORMATION" on the cover along with the applicable law and/or regulation that supports the treatment of such information as confidential. Although the County will make every effort to prevent disclosure of this information, it makes no guarantees that such material will remain confidential.

By submitting a Proposal, each Proposer certifies that it has read and is thoroughly familiar with the scope of services to be performed under the Municipal Waste Disposal Service Contract, the terms and conditions of the required Contract, and any other documents included in this RFP. The failure or omission of any Proposer to examine any form, instrument or document contained in this RFP shall not relieve the Proposer from any obligation imposed by the Proposal submitted. The Proposer agrees that, if a contract is executed with Franklin County, the Proposer shall make no claim against Franklin County because of any estimate or statements made by any officer or agent of the County, which may prove to be erroneous in any respect.

## **Organization of the Proposal**

The proposal must consist of the following information organized into sections. Each section must be in the order shown below, clearly numbered and labeled:

1. Cover Letter
2. Statement of Qualifications
3. Experience and Qualifications of Managers and Supervisors
4. Compliance History
5. Certificate of Permit
6. Facility Design and Operational Plan
7. Permitted Volumes and Operating Hours
8. Available Capacity (Airspace)
9. Financial and Performance Assurances
10. Completed and Signed Contract
  - a. Cost of Disposal (Form A)
  - b. Reserved Capacity (Form B)
11. Representations and Certifications (Form C)
12. Contractor Information (Form D)
13. Signed Disclaimer Statement

### **Cover Letter and Signature Requirements**

A cover letter, which is addressed to Ms. Sherri Clayton, Senior Planner, Franklin County Planning Department, must accompany each proposal. The cover letter shall commit the contractor, if selected, to carry out all of the provisions of the proposal. It shall state that all information submitted and represented both in the proposal and in support of the proposal is accurate and factual. The letter shall designate by name and title the key technical and business representatives who, if the contractor is selected, will negotiate with the County.

An officer or employee of the organization submitting the proposal, empowered and authorized to sign such documents, shall sign the cover letter. The same individual signing the cover letter shall sign the disposal capacity contract and all forms in the proposal requiring signatures. One copy of the proposal document must be clearly marked as the original and contain the original forms, the disposal capacity contract and cover letter. The original forms, the disposal capacity contract, and the cover letter shall be signed in "BLUE" ink. The other copies may be reproductions.

### **Statement of Qualifications**

The organization submitting the proposal shall provide sufficient information to demonstrate and prove experience, skill, management, and resources required to provide consistent, reliable, and legal disposal facilities to Franklin County. A list of the counties and/or municipalities currently contracting with the facility for disposal capacity shall be included. A list of the municipalities with which the facility has secured host agreements shall be included. Experience in the successful operation of disposal facilities shall be documented.

***This section should be limited to 5 pages of text or printed material.***

### **Experience of Managers and Supervisors**

Experience and qualifications of the management team directly responsible for the day-to-day operation of the facility proposed to accept waste shall be documented. This section should include a list of the site's management personnel and for each a detailed description of their industry experience, training, and responsibilities.

### **Compliance History**

A compliance history shall be provided for the organization submitting the proposal, which covers the most recent ten-year period, or if in operation less than ten years, for the length of its operating term. The history must be inclusive of Federal, State and Local Environmental Protection Acts and Regulations including but not limited to those concerning Solid Waste Management, Air Quality, Water Quality, Water Supply, Surface Mining, Oil and Gas Management, Dam Safety and Encroachment, Conservation and Reclamation.

The compliance history must list any permit or license denial, suspensions, or revocations; any notices of violations; any administrative orders, consent agreements or adjudications issued or civil penalties assessed by Federal State or Local Regulatory Agencies. The dates and resolutions for each item listed must be included. The organization submitting the proposal must describe any summary, misdemeanor, or felony convictions and pleas of guilty and no contest obtained against the organization both within the Commonwealth of Pennsylvania and also outside of its borders. The description shall include the date, location, nature, and disposition of each stated action.

Organizations may submit a copy of PADEP Form C, Compliance History, in lieu of a written description of the compliance history. Facilities located in other states that require completion of a similar document may submit it in lieu of a written description provided that document includes all of the information required in this section.

### **Certificate of Permit**

A copy of the approved current operating permit for the organization's facility proposing to accept waste shall be submitted along with copies of approvals for any addendums or revisions approved since its issuance by the State Regulatory Agency with direct oversight for the facilities operation.

### **Facility Design and Operational Plan**

The organization submitting the proposal shall provide a short description of the disposal facility it intends to utilize in response to this RFP. Design drawings are not required in the proposal, but the County reserves the right to request such information during the review and/or selection process. Responses should be comprehensive and informative without being encyclopedic.

All facilities must include in their descriptions the name and location of the facility (including the names of the municipalities in which it is physically located), an outline of its operating plan for the life of the facility including post-closure care, a description of the daily record keeping procedures and measurement of waste, its waste acceptance and monitoring program, and also its environmental emergency response plan. In addition, a landfill shall submit a brief description of its liner system and method of leachate control, monitoring, and treatment.

Other types of disposal facilities shall include a detailed description of the technology and equipment utilized to process municipal waste, the by-products of the process and methods of handling the by-products.

### **Permitted Volumes and Operating Hours**

The current permitted average and maximum daily, yearly, and life-of-permit tonnage limits shall be listed for the organization's disposal facility utilized in response to this RFP.

The hours that the facility is permitted to accept waste shall be listed.

The organization submitting the proposal shall also outline the preferred procedures for accepting an excessive amount of waste resulting from a natural disaster or other emergency in the County at the facility it intends to utilize in response to this RFP.

In addition, a contingency plan for accepting waste outside of the normal operating hours or during emergency or temporary closure of the disposal facility shall be included. The method by which uninterrupted disposal service will be provided to Franklin County in the event that an emergency or other uncontrollable circumstance precludes the use of the facility shall be included.

### **Available Capacity (Airspace)**

The facility proposing to accept waste must prove and document both its most current annual and also its most current quarterly airspace usage and available capacity based on its existing permitted status. For facilities located in Pennsylvania, a copy of the most recent PADEP annual report will suffice in this regard.

Should the facility's current available permitted capacity be less than ten years, the organization submitting the proposal shall include a narrative detailing provisions for providing disposal capacity beyond the fixed terms of the permit. Options for expanding capacity shall be consistent with the current Federal, State and Local laws and regulations.

### **Financial and Performance Assurances**

The Proposer must submit proof of sufficient financial responsibility for the facility in the form of an existing bond for the proper closure and post-closure of the facility along with proof of pollution liability and public liability insurance. The form, dollar amount, terms, conditions, and limits shall be stated.

Franklin County shall have the right to make such investigations as deemed necessary to determine the ability of the Proposers to perform the services required under the Municipal Waste Disposal Service Contract. Upon request by Franklin County, the Proposer shall furnish and certify all such supporting data and information that the County may request to demonstrate the Proposer's qualifications and capabilities to perform the required services over the full term of the Contract.

Proposers may be required to submit sworn statements of their financial responsibility, technical qualifications and performance record prior to the award of any Contract. The County reserves the right to confirm the sources cited.

## **Signed Contract**

The organization submitting the proposal shall complete and submit the signed Contract guaranteeing disposal capacity. The same person authorized to submit the proposal shall sign the contract.

## **Contract Form A - Cost of Disposal**

The organization submitting the proposal shall submit a Form A as provided in the Contract along with the proposal. The pricing method shall be quoted as a price per ton per year documented as a not to exceed cost for each year. The method of price adjustment, if any, over the contract period must be explained. The tipping fee must include any and all Act 101 or host municipality fees or surcharges.

## **Contract Form B - Reserved Capacity**

The organization submitting the proposal shall submit a Form B as provided in the Contract along with the Proposal. The capacity reserved shall be specified in tons, and percentage on an annual basis and by tons on a daily basis. The number of operating days each year the facility is available to accept waste must be specified.

## **Additional Required Forms**

### **Form C - Representations and Certifications**

The organization submitting the proposal shall submit a Form C as provided in this RFP. The same individual signing the cover letter shall sign the completed form, which must be included with the proposal.

### **Form D - Contractor Information**

The organization submitting the proposal shall submit a Form D as provided in this RFP. The same individual signing the cover letter shall sign the completed form, which must be included with the proposal.

### **Signed Disclaimer Statement**

The organization submitting the proposal shall submit a Disclaimer Statement as provided in this RFP. The same individual signing the cover letter shall sign the completed form, which must be included with the proposal.

The contractor(s) will be selected by The Board of County Commissioners, which reserves the right to enter into agreements with any or all of the parties that submitted complete responses on the date and time required by the RFP. Franklin County reserves the right to reject any or all Proposals and to waive any informalities or irregularities in any Proposals, or in the RFP process.

In the event the Proposer sells or otherwise transfers ownership of the MSW Processing/Disposal Facility set forth in the Contract within 120 days after the date for the receipt of Proposals and before acceptance of the Contract by Franklin County, the Proposer shall provide Franklin County (i) prior written notice of the sale or transfer; (ii) full financial and other relevant information on the new proposed owner; and (iii) co-written notarized statement by the new owner that the new owner shall assume the duties and obligations of the Proposer under the Proposal and the Contract. Subject to the requirements of the Plan as amended, the Act and other applicable law, Franklin County will approve the assignment by the Proposer and assumption by the new owner of the Proposer's obligations under the Contract, provided that the Proposer has complied with the provisions of this Section of the RFP and the new owner is fully as financially and otherwise responsible as the Proposer.

The process of evaluating Proposals and accepting Contracts necessary for Franklin County to initiate delivery of any Regulated Waste to the Proposer's facility under the terms of the Contract is expected to be completed by December 31, 2012. Proposals will be reviewed by the Franklin County Solid Waste Advisory Committee, Franklin County Planning Department, Franklin County's independent professionals, and/or consultants and the Franklin County Board of Commissioners. Any Proposer(s) that fails to submit an acceptable Proposal or include a Municipal Waste Disposal Service Contract with Franklin County will not be designated to process or dispose of Franklin County Regulated Waste.

Commencement of the delivery of Available Tonnage is expected to occur on or after November 1, 2013, which is contingent upon Plan Revision approval by PADEP.

Franklin County at present holds Disposal Agreements with Mountain View Reclamation, a subsidiary of Waste Management, and IESI PA Blue Ridge Landfill, a subsidiary of Progressive Waste Solutions, Ltd. If Mountain View Reclamation, IESI PA Blue Ridge Landfill or their parent, subsidiary or affiliated corporations submit a Proposal in response to this RFP, then the Proposer and any parent, subsidiary or affiliated corporation shall be deemed to have waived any and all past, present or future rights and claims under the existing Disposal Agreement to the extent any Contract is awarded pursuant to this RFP.

## **Franklin County Background Information**

### **Location and General Characteristics**

Franklin County is located in Southcentral Pennsylvania. It is comprised of 15 townships and 7 boroughs and encompasses 771.9 square miles with a 2010 U.S. Census population of 149,618. The Borough of Chambersburg is the County seat. The majority of the County lies with the Cumberland Valley. Major highways that provide access to the County include State Routes 11, 16, 30, 75 and sections of the Interstate highway system Routes 76 and 81.

### **Current Disposal Practices**

In 1991, the Franklin County Commissioners approved and the municipalities ratified a ten-year solid waste management plan in accordance with the provisions of Act 101. The plan is now under revision under the guidance of the County Planning Department and an established Solid Waste Advisory Committee (SWAC). Collection, processing, recycling and disposal services for municipal waste are provided by the private sector or by local municipalities.

Land disposal is currently the predominant method of management for municipal solid waste in Franklin County. However, that does not preclude facilities with other methods of waste management, such as incineration, from being considered for use. Two landfills currently operate within the County and both of these were subject to disposal agreements with the County as a result of the 1991 Plan. No guarantees, or put or pay provisions, were made by Franklin County for minimum waste volumes to be delivered for disposal as part of the existing agreements and such guarantees will not be considered in the new contractual agreements.

Franklin County allows haulers to select from a variety of disposal options. Five different disposal facilities received municipal waste from Franklin County in 2011 although only two have formal disposal agreements with the County. Five additional disposal facilities received other types of Franklin County generated non-municipal waste. Therefore, the ultimate destination of the waste is influenced primarily by competitive market conditions. Some of the waste collected in Franklin County is delivered to an interim facility before its ultimate disposition. There is currently one permitted transfer station located in the County.

All of the municipal waste generated in Franklin County was disposed in one of five facilities according to surveys and reports submitted to PADEP and the County. Nevertheless, Franklin County has a need to increase the municipal waste disposal capacity for which it contracts. Permitting restrictions, potential closing of facilities, and other unforeseen factors all could impact the availability of future disposal options. In addition, new technologies for processing not available during the last plan revision may now provide more feasible alternatives for the County's waste management needs.

Therefore, it is in the best interest of Franklin County to seek new contracts with interested qualified facilities.

New contracts will be negotiated with qualified facilities, based on the content of this RFP, for a minimum of ten years. Components of the municipal waste stream that were not part of the original plan or disposal contracts will be included in the new contracts.

This table presents projected disposal capacity requirements for the years 2012 through 2031. The figures are based on a constant per capita generation rate with adjustments due to projected population changes. For Franklin County, the quantity is based on the 2010 Census population.

**Population and Waste Generation**

<u>YEAR</u>	<u>POPULATION</u>	<u>MSW</u>	<u>C&amp;D</u>	<u>SLUDGE</u>	<u>TOTAL</u>
2012	152928	90228	18657	8870	117755
2013	154610	91220	18862	8967	119049
2014	156311	92223	19070	9066	120359
2015	158030	93238	19280	9166	121684
2016	159768	94263	19492	9267	123022
2017	161526	95300	19706	9369	124375
2018	163303	96349	19923	9472	125744
2019	165099	97408	20142	9576	127126
2020	166915	98480	20364	9681	128525
2021	168751	99563	20588	9788	129939
2022	170607	100658	20814	9895	131277
2023	172484	101766	21043	10004	132813
2024	174381	102885	21274	10114	134273
2025	176299	104016	21508	10225	135749
2026	178239	105161	21745	10338	137244
2027	180199	106317	21984	10452	138753
2028	182182	107487	22226	10567	140280
2029	184186	108670	22471	10683	141824
2030	186212	109865	22718	10800	143383
2031	188260	111074	22968	10919	144961

**Municipal Waste Disposal Service Contract**

The following Contract shall be executed between the County and the Contractor

**MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT**

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" AND " \_\_\_\_\_" hereinafter referred to as the

Name of Facility/Parent Company

"Contractor"

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 1991 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 requires that all municipal waste generated within Franklin County must be disposed only at a municipal waste processing or disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated in Franklin County; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all municipal waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the municipal waste processing or disposal facilities where the municipal waste generated within Franklin County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Franklin County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

## DEFINITIONS

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

Acceptable Waste - Waste that (Contractor) \_\_\_\_\_ is permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or processing Facility, Permit No. \_\_\_\_\_, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located in \_\_\_\_\_, and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988. "The Act."

Affiliate - Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) - Large items of refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste - All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste - Municipal Solid Waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract - The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor - \_\_\_\_\_ or any permitted successors, assigns, or affiliates.

County - The County of Franklin, Pennsylvania, the Franklin County Board of County Commissioners, the Franklin County Planning Department or their designated representative.

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

Domestic or Residential Waste - Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

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

Industrial Waste - Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

Institutional Waste - Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill - The Contractor's permitted landfill located in \_\_\_\_\_  
(Municipality)(ies), \_\_\_\_\_ (County), \_\_\_\_\_ State.

Leaf Waste - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program - A source separation and collection program for recycling municipal waste, or a program of designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

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

Municipal Waste or Solid Waste - Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous waste) resulting from operation of residential, municipal,

commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator - Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Permit - A permit issued by the Pennsylvania DEP to operate a municipal waste disposal, processing or transfer station facility.

Permit Area - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal - Complete response to the 2012 Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste.

Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

Remaining Permitted Capacity - At any time the remaining weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

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

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

or collection center for recycling municipal waste, or any source separation or collection center for composing leaf waste.

Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge - The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge - Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste - Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment, or any material that the Contractor is unable to accept per the terms of its operating permit; or any materials that are hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic Hazardous Waste as defined by federal, State, provincial or local law or any otherwise regulated waste.

## II. SCOPE OF CONTRACT

### 1. Designation as Disposal site

In consideration of Operator's Covenants and this Contract, the County hereby agrees to include operator's landfill in its Plan as a designated non-exclusive processing or disposal facility for municipal waste generated in the County.

### 2. Effective Date

This Contract shall become effective on the date set forth below (See Section 3 below). The contractor shall begin providing municipal waste (processing) (disposal), service for the County under the terms and conditions of this Contract on or after November 1, 2013. This date shall be contingent upon receipt of final and written approval by PADEP of 2012 revisions to the Franklin County Solid Waste Management Plan .

### 3. Term of contract

Franklin County shall have the option to renew the Municipal Waste Disposal Service Contract under the terms and conditions specified in the initial Contract in the County's sole and absolute discretion. The initial term of the Contract shall begin on the date that the Contractor starts providing processing/disposal capacity for Franklin County following PADEP approval of the County Plan and shall end on the tenth year anniversary of that date, unless the County has exercised its right to renew the Contract. The term of this Contract shall terminate immediately upon any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill.

### 4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of municipal waste (processing) (disposal) as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances to the extent that such ordinances do not conflict with the Contract, which shall be made a part thereof with the same force and effect as if specifically set out therein.

### 5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, terminate the Contract, in addition to any other remedy available to the County as provided by law.

### 6. Penalties

- A. It is hereby understood and mutually agreed by and between the Contractor and the County that the municipal waste (processing) (disposal) services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.
- B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Franklin County's approved Plan

and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

- C. If the Contractor neglects, fails or refuses to provide the complete and accurate reports in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.
- D. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted for a total not to exceed \$1,000 for each offense.

#### 7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

#### 8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

#### 9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the new ownership shall notify the County in writing of its intent assume the responsibilities for the remaining term of the Contract. Should the County determine that the new ownership is willing to and can adequately and faithfully perform the duties and

obligations of the Contract for the remaining term of the contract, it may elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

#### 10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

#### 11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of municipal waste.

#### 12. Illegal and Invalid Provisions

In the event any term, provision or other part of the Contract should be declared illegal inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

#### 13. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

#### 14. Amendments to the Contract

No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract.

#### 15. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

16. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses: Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Franklin County Commissioners  
Commissioners Complex  
14 North Main Street  
Chambersburg, PA 17201

Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
Attention: \_\_\_\_\_

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and (process) (dispose) specified quantities and types of Municipal Waste originating from sources located in Franklin County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate Contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B.

### 3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of municipal waste shall be as listed on Form A.

### 4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the municipal waste that will be accepted under the contract will be authorized by the Pennsylvania Waste Transportation Safety Act 90.

### 5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of municipal waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the/ hours from \_\_\_\_\_ to \_\_\_\_\_ Monday through Friday and from \_\_\_\_\_ to \_\_\_\_\_ on Saturdays, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Franklin County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

### 6. Complaints

The Contractor shall receive and respond to all complaints from waste transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

### 7. Municipal Recycling Programs

The County and individual municipalities in Franklin County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Contractor's facility.

## 8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor. Title to and liability for any Unacceptable or Hazardous Waste shall at no time pass to the Contractor.

## 9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable waste delivered to the facility by any hauler. The waste hauler shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such hazardous and/or unacceptable waste.

## 10. Basis and Method of Payment

- A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.
- B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.
- C. The County shall not be responsible for failure of any waste hauler, to pay the Contractor's tipping fees and no such fees will be paid by the County.
- D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90 that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

## 11. Rate Escalation and Adjustments

- A. The maximum rate or tipping fee for disposal of each type of municipal waste under the Contract may be adjusted on an annual basis. The Contractor must petition the County at least 60 days in advance of such a proposed increase and the County must grant written approval prior to implementation of the proposed increase.
- B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be

consistent with the starting dates and new contract periods of most municipal waste collection contracts.

- C. The Contractor may also petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall evaluate the evidence submitted and approve all reasonable and justifiable cost adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations.

### 13. **RESERVED**

#### County Administration/Solid Waste & Recycling Surcharge

In the event that State or Federal legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees.

## IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the county designated processing or disposal facility by the transfer station. The scale used to weigh municipal waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

### 2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- A. The total weight of each type of Municipal Waste received at the facility from all sources;

- B. The county from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

### 3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms provided by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

### 4. Annual Operation Report

The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. The following supplemental information shall be included in the annual operational report:

- A. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract; and
- B. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year.

### 5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

## 6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

## V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

### 1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause county to be added as an additional insured on all policies of insurance required under the terms of this Contract.

### 2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.

- D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the county and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

### 3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages may result in forfeiture of the performance bond and would be considered a default by the Contractor in accordance with the provisions of the Contract.

## VI. NONDISCRIMINATION

Neither the contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## VII. INDEMNIFICATION

The Contractor or its successors and assigns shall indemnify and save harmless the county, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney fees resulting from any willful misconduct or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

## VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this contract.

WITNESS the execution hereof, as of the date and year first written.

COUNTY OF FRANKLIN,  
BOARD OF COMMISSIONERS

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
CHIEF CLERK  
(SEAL)

## FORM A - Cost of Disposal

The maximum rate to accept the various types of municipal waste shall be as listed below. The maximum rate shall not exceed the facility's posted gate rate.

<b>Annual Not-To-Exceed Disposal Fees Per Ton</b>						
<b>Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities</b>						
YEAR	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
2013						
2014						
2015						
2016						
2017						
2018						
2019						
2020						
2021						
2022						
2023						

If applicable, explain any known or anticipated surcharges, fees, and/or taxes below.

**Form B - Reserved Capacity**  
**Franklin County Municipal Solid Waste**

FACILITY: \_\_\_\_\_

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in the Table below:

		Types and Quantities of Municipal Solid Waste																		
		Specify tons per day and tons per year																		
Municipal Solid Waste Stream	2013	2014		2015		2016		2017		2018		2019		2020		2021		2022		
		Day	Year	Day	Year	Day	Year	Day	Year	Day	Year	Day	Year	Day	Year	Day	Year	Day	Year	
MSW																				
Construction Demolition																				
Sewage Sludge																				
Other																				
Other																				
TOTAL																				

**Form B - Part II Reserved Capacity**  
Quantities of Municipal Waste

<b>Year</b>	<b>Total Franklin MSW tons Per Year</b>	<b>Reserving Capacity for % of Franklin MSW Annually</b>	<b>Reserving Capacity for #Tons Franklin MSW Annually</b>	<b>Facility's Estimated Annual Working Days</b>	<b>Reserved Capacity for #Tons Franklin MSW Daily</b>
2013	91220				
2014	92223				
2015	93238				
2016	94263				
2017	95300				
2018	96349				
2019	97408				
2020	98480				
2021	99563				
2022	100658				

## **Other Required Forms**

The following forms shall be completed, signed by an official authorized to bind the Proposer, and attached to the proposal.

1. Form C - Representations and Certifications
2. Form D - Contractor Information

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## **Form C- Representations and Certifications**

Company \_\_\_\_\_

Facility \_\_\_\_\_

Authorized Official \_\_\_\_\_

An officer of the organization submitting the proposal empowered and authorized to sign such documents makes the following representations and certifications as part of this proposal:

## **Certification of Non Collusion and Independent Price Determination**

I certify that as an officer of \_\_\_\_\_, I have lawful authority and have thus been empowered to submit and execute the proposal contained herein; that neither have I nor any representative of \_\_\_\_\_ has either directly or indirectly entered into any agreement, express or implied with any representative or representatives of other companies or individuals submitting such proposals for the object of controlling of price, the limiting of proposals submitted, the parceling out of any part of the resulting contract or subject matter of the proposal or proposals or any profits thereof; and that I nor any representatives of \_\_\_\_\_ have not nor will not divulge the sealed proposal to any person or persons except those having a partnership or other financial interest with him or her in the proposal or proposals until after the said sealed proposal or proposals are opened.

I further certify that neither I nor any representative of \_\_\_\_\_, have been a party to collusion among proposers in restraint of the freedom of competition by agreement to make a proposal at a fixed price or to refrain from submitting a proposal or with any state official or employee as to quantity, quality, or price in any discussions between proposers and any County official concerning exchange of money or other things of value for special consideration in the letting of the contract and that neither I nor any representative of \_\_\_\_\_ have paid, given, donated or agreed to pay give or donate to any official, officer, or employee of Franklin County any money or other thing of value either directly or indirectly.

### **Acceptance Period**

I agree to allow 120 days from the date of this proposal for acceptance thereof by the Commissioners of Franklin County.

### **Ambiguity**

I recognize and accept that in the case of any ambiguity or lack of clarity in stating fees, prices or other information and conditions in the proposal, the County shall have the right to construe such prices or information and conditions in a manner most advantageous to the County or to reject the proposal.

### **Contingent Fee Representation**

I certify that \_\_\_\_\_ has not employed or retained any company or person other than a full time bona fide employee working solely for \_\_\_\_\_ to solicit or secure this contract nor has it paid or agreed to pay any company or person other than a full time bona fide employee working solely for \_\_\_\_\_ any fee commission, percentage or brokerage fee contingent upon or resulting from the award of this contract. I agree to furnish any information relating to both conditions as requested by Franklin County.

**CONSIDERATION OF RFP TERMS AND CONDITIONS**

To: Franklin County Planning Department  
Franklin County Administrative Annex  
218 North Second Street  
Chambersburg, PA 17201

From: \_\_\_\_\_ (Name of Firm)

\_\_\_\_\_ (Mailing Address)

\_\_\_\_\_

\_\_\_\_\_ (Contact Person)

\_\_\_\_\_ (Phone Number)

- a. The undersigned having carefully read and considered the terms and conditions of the Municipal Waste Disposal Service Contract and other documents contained in this RFP package, and being familiar with the local conditions affecting the cost of the work, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to provide municipal waste processing/disposal services in accordance with the Contract under the conditions and rates hereinafter set forth.
  
- b. In submitting this Proposal, it is understood that Franklin County reserves the right to reject any or all Proposals, to waive any informalities in any Proposal or the solicitation process, and to negotiate any final contract provisions based on the Proposals submitted.
  
- c. In submitting this Proposal, the undersigned agrees that the Not-to-Exceed Processing/Disposal Fee and Minimum Tonnage Proposal may not be withdrawn for a period of 120 days after the date for receipt of Proposals and that all Proposals shall be valid for this entire period, unless advance written consent for such withdrawal is granted by Franklin County.

**Equal Employment Opportunity**

I assure that neither the employees, applicants for employment, nor those of any labor organization, subcontractor or employment agency in either referring or furnishing employee applicants are discriminated against by \_\_\_\_\_.

*Executed under penalty of perjury this \_\_\_\_\_ day of 201\_*,

*at* \_\_\_\_\_

*By* \_\_\_\_\_ *(name)*

\_\_\_\_\_ *(title)*

SEAL \_\_\_\_\_ *(company)*

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

On \_\_\_\_\_, 201\_, before me, the undersigned, a Notary Public in and for \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Company that executed the within instrument on behalf of the Proposer therein named, and acknowledged to me that such Proposer executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal in the County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

## **Form D- Contractor Information**

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Owner/President \_\_\_\_\_

Type of organization (corporation, joint venture, partnership, individual)

\_\_\_\_\_

For joint ventures, indicate role and ownership share of each participant. Provide information for each. List any and all subcontractors.

Proposed Disposal Facility \_\_\_\_\_

Permit #/Date Issued/State \_\_\_\_\_

Location \_\_\_\_\_

Have you or any officer of the company or facility ever failed to complete any contract awarded in your own name or that of the company or facility?

If yes, explain who, where and why \_\_\_\_\_

Have you or any officer of the company or facility ever failed to complete any contract awarded in your own name or that of any other company or facility?

If yes, explain who, where and why \_\_\_\_\_

Are you or any officer of the company or facility engaged in any contracts for services similar to those contained in the proposal herein?

If yes, explain who, where and when \_\_\_\_\_

Have you or any officer of the company or facility your partners or joint ventures been party to a lawsuit issued within the past three years that might impact your ability to perform the obligations of this contract?

If yes, explain who, where and why \_\_\_\_\_

Have you submitted a complete and accurate compliance history outlining any and all judicial actions, convictions, consent orders or agreements, violations, and resolutions for any environmental, or public health and safety laws and regulations?

Explain or comment on any desired actions \_\_\_\_\_

*Executed under penalty of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 201\_*,

*at* \_\_\_\_\_

*By* \_\_\_\_\_ *(name)* \_\_\_\_\_ *(title)*

SEAL \_\_\_\_\_ *(company)*

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

On \_\_\_\_\_, 201\_, before me, the undersigned, a Notary Public in and for \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Company that executed the within instrument on behalf of the Proposer therein named, and acknowledged to me that such Proposer executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal in the County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

**ATTACHMENT II**

**ACCEPTED & EXECUTED  
DISPOSAL CAPACITY AGREEMENTS**

## **IESI PA BLUE RIDGE LANDFILL**

**MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT**

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" AND "JEFF PA BLUE RIDGE CORPORATION" hereinafter referred to as the "Contractor"  
Name of Facility/Parent Company ("JEFF PA")

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 1991 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 requires that all municipal waste generated within Franklin County must be disposed only at a municipal waste processing or disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated in Franklin County; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all municipal waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the municipal waste processing or disposal facilities where the municipal waste generated within Franklin County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Franklin County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

## DEFINITIONS

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

Acceptable Waste - Waste that (Contractor) IESI is permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or processing Facility, Permit No. 100934, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located in Green Township Franklin County, and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988. "The Act."

Affiliate - Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) - Large items of refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste - All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste - Municipal Solid Waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract - The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor - IESI or any permitted successors, assigns, or affiliates.

County - The County of Franklin, Pennsylvania, the Franklin County Board of County Commissioners, the Franklin County Planning Department or their designated representative.

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

Domestic or Residential Waste - Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

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

Industrial Waste - Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

Institutional Waste - Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill - The Contractor's permitted landfill located in Greene Township (Municipality)(ies), Franklin County (County), Pennsylvania State.

Leaf Waste - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program - A source separation and collection program for recycling municipal waste, or a program of designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a municipality. The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

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

Municipal Waste or Solid Waste - Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator - Any person or municipality that operates a municipal solid waste processing or disposal facility.

**Owner** - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

**Permit** - A permit issued by the Pennsylvania DEP to operate a municipal waste disposal, processing or transfer station facility.

**Permit Area** - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

**Proposal** - Complete response to the 2012 Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

**Recycling** - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste.

**Refuse** - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

**Remaining Permitted Capacity** - At any time the remaining weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

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

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

**Rubbish** - Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

**Sewage Sludge** - The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge - Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste - Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment, or any material that the Contractor is unable to accept per the terms of its operating permit; or any materials that are hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic Hazardous Waste as defined by federal, State, provincial or local law or any otherwise regulated waste.

## II. SCOPE OF CONTRACT

### 1. Designation as Disposal site

In consideration of Operator's Covenants and this Contract, the County hereby agrees to include operator's landfill in its Plan as a designated non-exclusive processing or disposal facility for municipal waste generated in the County.

### 2. Effective Date

This Contract shall become effective on the date set forth below (See Section 3 below). The contractor shall begin providing municipal waste (processing) (disposal), service for the County under the terms and conditions of this Contract on or after November 1, 2013. This date shall be contingent upon receipt of final and written approval by PADEP of 2012 revisions to the Franklin County Solid Waste Management Plan.

### 3. Term of contract

Franklin County shall have the option to renew the Municipal Waste Disposal Service Contract under the terms and conditions specified in the Initial Contract in the County's sole and absolute discretion. The initial term of the Contract shall begin on the date that the Contractor starts providing processing/disposal capacity for Franklin County following PADEP approval of the County Plan and shall end on the tenth year anniversary of that date, unless the County has exercised its right to renew the Contract. The term of this Contract shall terminate immediately upon any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill.

#### 4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of municipal waste (processing) (disposal) as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances to the extent that such ordinances do not conflict with the Contract, which shall be made a part thereof with the same force and effect as if specifically set out therein.

#### 5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, terminate the Contract, in addition to any other remedy available to the County as provided by law.

#### 6. Penalties

- A. It is hereby understood and mutually agreed by and between the Contractor and the County that the municipal waste (processing) (disposal) services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.
- B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Franklin County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.
- C. If the Contractor neglects, fails or refuses to provide the complete and accurate reports in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

D. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted for a total not to exceed \$1,000 for each offense.

#### 7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

#### 8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the contractor without prior express written approval by the County (which approval shall not be unreasonably withheld). The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

#### 9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the new ownership shall notify the County in writing of its intent to assume the responsibilities for the remaining term of the Contract. Should the County determine that the new ownership is willing to and can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the contract, it may elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

#### 10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

### 11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of municipal waste.

### 12. Illegal and Invalid Provisions

In the event any term, provision or other part of the Contract should be declared illegal, inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

### 13. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

### 14. Amendments to the Contract

No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract.

### 15. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

### 16. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses: Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Franklin County Commissioners  
Commissioners Complex  
14 North Main Street  
Chambersburg, PA 17201

Contractor: IESI PA BLUE RIDGE LANDFILL CORPORATION  
Address: PO BOX 399, Chambersburg, PA 17254  
Attention: Sam Donato

With a copy to: IESI  
2335 Applebiter Rd. Bethlehem PA 18015  
Attention: Sam Donato

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

### III. SERVICE, OPERATIONS AND PERFORMANCE

#### 1. Services of the Contractor

The Contractor agrees to accept and (process) (dispose) specified quantities and types of Municipal Waste originating from sources located in Franklin County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate Contract with another person or municipality to provide such waste collection and/or transportation services.

#### 2. Types and Quantities of Municipal Waste

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B.

#### 3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of municipal waste shall be as listed on Form A.

#### 4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the municipal waste that will be accepted under the contract will be authorized by the Pennsylvania Waste Transportation Safety Act 90.

#### 5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of municipal waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the/ hours from 6:00 am to 4:00 pm Monday through Friday and from 6:00 am to 11:00 am on Saturdays, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years Day). In the event of any

lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Franklin County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

#### 6. Complaints

The Contractor shall receive and respond to all complaints from waste transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

#### 7. Municipal Recycling Programs

The County and individual municipalities in Franklin County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Contractor's facility.

#### 8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor. Title to and liability for any Unacceptable or Hazardous Waste shall at no time pass to the Contractor.

#### 9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable waste delivered to the facility by any hauler. The waste hauler shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such hazardous and/or unacceptable waste.

#### 10. Basis and Method of Payment

- A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.
- B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between

the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

- C. The County shall not be responsible for failure of any waste hauler, to pay the Contractor's tipping fees and no such fees will be paid by the County.
- D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90 that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

#### 11. Rate Escalation and Adjustments

- A. The maximum rate or tipping fee for disposal of each type of municipal waste under the Contract may be adjusted on an annual basis. The Contractor must petition the County at least 60 days in advance of such a proposed increase and the County must grant written approval prior to implementation of the proposed increase.
- B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most municipal waste collection contracts.
- C. The Contractor may also petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall evaluate the evidence submitted and approve all reasonable and justifiable cost adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations.

#### 13. RESERVED

##### County Administration/Solid Waste & Recycling Surcharge

In the event that State or Federal legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees.

#### IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the county designated processing or disposal facility by the transfer station. The scale used to weigh municipal waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

##### 2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- A. The total weight of each type of Municipal Waste received at the facility from all sources;
- B. The county from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms provided by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 4. Annual Operation Report

The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract. The annual operation report shall be submitted to the County on or before June 30th of each year

unless an alternate submission date is approved by the County. The following supplemental information shall be included in the annual operational report:

- A. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract; and
- B. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year.

#### 5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

#### 6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

### V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

#### 1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause county to be added as an additional insured on all policies of insurance required under the terms of this Contract.

## 2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the county and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

## 3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages may result in forfeiture of the performance bond and would be considered a default by the Contractor in accordance with the provisions of the Contract.

## VI. NONDISCRIMINATION

Neither the contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## VII. INDEMNIFICATION

The Contractor or its successors and assigns shall indemnify and save harmless the county, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney fees resulting from any willful misconduct or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants

and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this contract.

WITNESS the execution hereof, as of the date and year first written.

COUNTY OF FRANKLIN,  
BOARD OF COMMISSIONERS

*D. J. Yell*

*R. J. [unclear]*

*Robert S. Zuber*

ATTEST: *[Signature]*  
CHIEF CLERK  
(SEAL)

CONTRACTOR  
WEST PA BLUE RIDGE CORPORATION

*Saul J. Doney*

Title: DISTRICT MANAGER

WITNESS:

*Jim M. [unclear]*

# **CUMBERLAND COUNTY LANDFILL**

**MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT**

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" AND "COMMUNITY REFUSE SERVICE, INC." hereinafter referred to as the

Name of Facility/Parent Company

"Contractor"

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 1991 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 requires that all municipal waste generated within Franklin County must be disposed only at a municipal waste processing or disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated in Franklin County; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all municipal waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the municipal waste processing or disposal facilities where the municipal waste generated within Franklin County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Franklin County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

## DEFINITIONS

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

Acceptable Waste - Waste that (Contractor) ~~COMMUNITY REFUSE SERVICE, INC.~~ permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or processing Facility, Permit No. 100945, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located in ~~SNIPPENSBURG, PA~~ and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988. "The Act."

Affiliate - Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) - Large items of refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste - All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste - Municipal Solid Waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract - The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor - ~~COMMUNITY REFUSE SERVICE, INC.~~ permitted successors, assigns, or affiliates.

County - The County of Franklin, Pennsylvania, the Franklin County Board of County Commissioners, the Franklin County Planning Department or their designated representative.

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

Domestic or Residential Waste - Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

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

Industrial Waste - Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

Institutional Waste - Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill - The Contractor's permitted landfill located in HOPEWELL/NORTH NEWTON TWP. (Municipality)(ies), CUMBERLAND (County), PENNSYLVANIA State.

Leaf Waste - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program - A source separation and collection program for recycling municipal waste, or a program of designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a municipality. The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

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

Municipal Waste or Solid Waste - Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator - Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Permit - A permit issued by the Pennsylvania DEP to operate a municipal waste disposal, processing or transfer station facility.

Permit Area - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal - Complete response to the 2012 Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste.

Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

Remaining Permitted Capacity - At any time the remaining weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

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

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

Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge - The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge - Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste - Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment, or any material that the Contractor is unable to accept per the terms of its operating permit; or any materials that are hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic Hazardous Waste as defined by federal, State, provincial or local law or any otherwise regulated waste.

## II. SCOPE OF CONTRACT

### 1. Designation as Disposal site

In consideration of Operator's Covenants and this Contract, the County hereby agrees to include operator's landfill in its Plan as a designated non-exclusive processing or disposal facility for municipal waste generated in the County.

### 2. Effective Date

This Contract shall become effective on the date set forth below (See Section 3 below). The contractor shall begin providing municipal waste (processing) (disposal), service for the County under the terms and conditions of this Contract on or after November 1, 2013. This date shall be contingent upon receipt of final and written approval by PADEP of 2012 revisions to the Franklin County Solid Waste Management Plan .

### 3. Term of contract

Franklin County shall have the option to renew the Municipal Waste Disposal Service Contract under the terms and conditions specified in the initial Contract in the County's sole and absolute discretion. The initial term of the Contract shall begin on the date that the Contractor starts providing processing/disposal capacity for Franklin County following PADEP approval of the County Plan and shall end on the tenth year anniversary of that date, unless the County has exercised its right to renew the Contract. The term of this Contract shall terminate immediately upon any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill.

#### 4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of municipal waste (processing) (disposal) as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances to the extent that such ordinances do not conflict with the Contract, which shall be made a part thereof with the same force and effect as if specifically set out therein.

#### 5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, terminate the Contract, in addition to any other remedy available to the County as provided by law.

#### 6. Penalties

- A. It is hereby understood and mutually agreed by and between the Contractor and the County that the municipal waste (processing) (disposal) services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.
- B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Franklin County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.
- C. If the Contractor neglects, fails or refuses to provide the complete and accurate reports in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

D. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted for a total not to exceed \$1,000 for each offense.

#### 7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

#### 8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

#### 9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the new ownership shall notify the County in writing of its intent assume the responsibilities for the remaining term of the Contract. Should the County determine that the new ownership is willing to and can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the contract, it may elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

#### 10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

#### 11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of municipal waste.

#### 12. Illegal and Invalid Provisions

In the event any term, provision or other part of the Contract should be declared illegal inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

#### 13. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

#### 14. Amendments to the Contract

No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract.

#### 15. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

#### 16. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses: Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Franklin County Commissioners  
Commissioners Complex  
14 North Main Street  
Chambersburg, PA 17201

Contractor: COMMUNITY REFUSE SERVICE, INC.  
Address: 3 JENNIFER CT, SUITE C CARLEKE PA 17015  
Attention: KEVIN BUSH

With a copy to: 715 BAYMEADOWS WAY #300 JACKSONVILLE FL, 32256  
Attention: SCOTT FRIEDLANDER, GENERAL COUNSEL

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

### III. SERVICE, OPERATIONS AND PERFORMANCE

#### 1. Services of the Contractor

The Contractor agrees to accept and (process) (dispose) specified quantities and types of Municipal Waste originating from sources located in Franklin County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate Contract with another person or municipality to provide such waste collection and/or transportation services.

#### 2. Types and Quantities of Municipal Waste

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B.

#### 3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of municipal waste shall be as listed on Form A.

#### 4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the municipal waste that will be accepted under the contract will be authorized by the Pennsylvania Waste Transportation Safety Act 90.

#### 5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of municipal waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the/ hours from 7:00 AM to 4:00 PM Monday through Friday and from 7:00 AM to NOON on Saturdays, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years Day). In the event of any

lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Franklin County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

#### 6. Complaints

The Contractor shall receive and respond to all complaints from waste transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

#### 7. Municipal Recycling Programs

The County and individual municipalities in Franklin County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Contractor's facility.

#### 8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor. Title to and liability for any Unacceptable or Hazardous Waste shall at no time pass to the Contractor.

#### 9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable waste delivered to the facility by any hauler. The waste hauler shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such hazardous and/or unacceptable waste.

#### 10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between

the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

- C. The County shall not be responsible for failure of any waste hauler, to pay the Contractor's tipping fees and no such fees will be paid by the County.
- D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90 that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

#### 11. Rate Escalation and Adjustments

- A. The maximum rate or tipping fee for disposal of each type of municipal waste under the Contract may be adjusted on an annual basis. The Contractor must petition the County at least 60 days in advance of such a proposed increase and the County must grant written approval prior to implementation of the proposed increase.
- B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most municipal waste collection contracts.
- C. The Contractor may also petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall evaluate the evidence submitted and approve all reasonable and justifiable cost adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations.

#### 13. RESERVED

##### County Administration/Solid Waste & Recycling Surcharge

In the event that State or Federal legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees.

#### IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the county designated processing or disposal facility by the transfer station. The scale used to weigh municipal waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

##### 2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- A. The total weight of each type of Municipal Waste received at the facility from all sources;
- B. The county from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms provided by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 4. Annual Operation Report

The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract. The annual operation report shall be submitted to the County on or before June 30th of each year

unless an alternate submission date is approved by the County. The following supplemental information shall be included in the annual operational report:

- A. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract; and
- B. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year.

#### 5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

#### 6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

### V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

#### 1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause county to be added as an additional insured on all policies of insurance required under the terms of this Contract.

## 2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the county and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

## 3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages may result in forfeiture of the performance bond and would be considered a default by the Contractor in accordance with the provisions of the Contract.

## VI. NONDISCRIMINATION

Neither the contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the county, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney fees resulting from any willful misconduct or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants

and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this contract.

WITNESS the execution hereof, as of the date and year first written.

COUNTY OF FRANKLIN,  
BOARD OF COMMISSIONERS

CONTRACTOR

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

Title: SECRETARY

  
\_\_\_\_\_

WITNESS:  
  
\_\_\_\_\_

ATTEST:   
CHIEF CLERK  
(SEAL)

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## **CONESTOGA LANDFILL**

**MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT**

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this \_\_\_\_\_ day of November, 2012 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" AND "Conestoga Landfill/New Morgan Landfill Co Inc" hereinafter referred to as the

Name of Facility/Parent Company

"Contractor"

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 1991 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 requires that all municipal waste generated within Franklin County must be disposed only at a municipal waste processing or disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated in Franklin County; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all municipal waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the municipal waste processing or disposal facilities where the municipal waste generated within Franklin County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Franklin County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

## DEFINITIONS

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

Acceptable Waste - Waste that (Contractor) Conestoga Landfill/<sup>New Morgan Landfill Co Inc.</sup> is permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or processing Facility, Permit No. 101509, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located in Berks Co., and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988. "The Act."

Affiliate - Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) - Large items of refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste - All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste - Municipal Solid Waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract - The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor - Conestoga Landfill/New  
Morgan Landfill Co Inc. or any permitted successors, assigns, or affiliates.

County - The County of Franklin, Pennsylvania, the Franklin County Board of County Commissioners, the Franklin County Planning Department or their designated representative.

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

Domestic or Residential Waste - Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

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

Industrial Waste - Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

Institutional Waste - Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill - The Contractor's permitted landfill located in New Morgan Boro  
(Municipality)(ies), Berks (County), PA State.

Leaf Waste - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program - A source separation and collection program for recycling municipal waste, or a program of designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a municipality. The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

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

Municipal Waste or Solid Waste - Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator - Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Permit - A permit issued by the Pennsylvania DEP to operate a municipal waste disposal, processing or transfer station facility.

Permit Area - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal - Complete response to the 2012 Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste.

Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

Remaining Permitted Capacity - At any time the remaining weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

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

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

Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge - The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge - Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste - Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment, or any material that the Contractor is unable to accept per the terms of its operating permit; or any materials that are hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic Hazardous Waste as defined by federal, State, provincial or local law or any otherwise regulated waste.

## II. SCOPE OF CONTRACT

### 1. Designation as Disposal site

In consideration of Operator's Covenants and this Contract, the County hereby agrees to include operator's landfill in its Plan as a designated non-exclusive processing or disposal facility for municipal waste generated in the County.

### 2. Effective Date

This Contract shall become effective on the date set forth below (See Section 3 below). The contractor shall begin providing municipal waste (processing) (disposal), service for the County under the terms and conditions of this Contract on or after November 1, 2013. This date shall be contingent upon receipt of final and written approval by PADEP of 2012 revisions to the Franklin County Solid Waste Management Plan .

### 3. Term of contract

Franklin County shall have the option to renew the Municipal Waste Disposal Service Contract under the terms and conditions specified in the initial Contract in the County's sole and absolute discretion. The initial term of the Contract shall begin on the date that the Contractor starts providing processing/disposal capacity for Franklin County following PADEP approval of the County Plan and shall end on the tenth year anniversary of that date, unless the County has exercised its right to renew the Contract. The term of this Contract shall terminate immediately upon any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill.

#### 4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of municipal waste (processing) (disposal) as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances to the extent that such ordinances do not conflict with the Contract, which shall be made a part thereof with the same force and effect as if specifically set out therein.

#### 5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, terminate the Contract, in addition to any other remedy available to the County as provided by law.

#### 6. Penalties

- A. It is hereby understood and mutually agreed by and between the Contractor and the County that the municipal waste (processing) (disposal) services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.
- B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Franklin County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.
- C. If the Contractor neglects, fails or refuses to provide the complete and accurate reports in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

D. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted for a total not to exceed \$1,000 for each offense.

#### 7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

#### 8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

#### 9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the new ownership shall notify the County in writing of its intent assume the responsibilities for the remaining term of the Contract. Should the County determine that the new ownership is willing to and can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the contract, it may elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

#### 10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

#### 11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of municipal waste.

#### 12. Illegal and Invalid Provisions

In the event any term, provision or other part of the Contract should be declared illegal inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

#### 13. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

#### 14. Amendments to the Contract

No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract.

#### 15. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

#### 16. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses: Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Franklin County Commissioners  
Commissioners Complex  
14 North Main Street  
Chambersburg, PA 17201

Contractor: Conestoga Landfill  
Address: 420 Quarry Road, PO Box 125 Morgantown, PA 19543  
Attention: Mark C. Pedersen, GM

With a copy to: Conestoga Landfill  
Attention: Joseph Maurizi

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

### III. SERVICE, OPERATIONS AND PERFORMANCE

#### 1. Services of the Contractor

The Contractor agrees to accept and (process) (dispose) specified quantities and types of Municipal Waste originating from sources located in Franklin County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate Contract with another person or municipality to provide such waste collection and/or transportation services.

#### 2. Types and Quantities of Municipal Waste

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B.

#### 3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of municipal waste shall be as listed on Form A.

#### 4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the municipal waste that will be accepted under the contract will be authorized by the Pennsylvania Waste Transportation Safety Act 90.

#### 5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of municipal waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the/ hours from 5am to 8pm Monday through Friday and from 5am to 8pm on Saturdays, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years Day). In the event of any

lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Franklin County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

#### 6. Complaints

The Contractor shall receive and respond to all complaints from waste transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

#### 7. Municipal Recycling Programs

The County and individual municipalities in Franklin County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Contractor's facility.

#### 8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor. Title to and liability for any Unacceptable or Hazardous Waste shall at no time pass to the Contractor.

#### 9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable waste delivered to the facility by any hauler. The waste hauler shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such hazardous and/or unacceptable waste.

#### 10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between

the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

- C. The County shall not be responsible for failure of any waste hauler, to pay the Contractor's tipping fees and no such fees will be paid by the County.
- D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90 that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

#### 11. Rate Escalation and Adjustments

- A. The maximum rate or tipping fee for disposal of each type of municipal waste under the Contract may be adjusted on an annual basis. The Contractor must petition the County at least 60 days in advance of such a proposed increase and the County must grant written approval prior to implementation of the proposed increase.
- B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most municipal waste collection contracts.
- C. The Contractor may also petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall evaluate the evidence submitted and approve all reasonable and justifiable cost adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations.

#### 13. RESERVED

##### County Administration/Solid Waste & Recycling Surcharge

In the event that State or Federal legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees.

#### IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the county designated processing or disposal facility by the transfer station. The scale used to weigh municipal waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

##### 2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- A. The total weight of each type of Municipal Waste received at the facility from all sources;
- B. The county from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms provided by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 4. Annual Operation Report

The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract. The annual operation report shall be submitted to the County on or before June 30th of each year

unless an alternate submission date is approved by the County. The following supplemental information shall be included in the annual operational report:

- A. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract; and
- B. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year.

#### 5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

#### 6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

### V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

#### 1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause county to be added as an additional insured on all policies of insurance required under the terms of this Contract.

## 2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the Insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the county and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

## 3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages may result in forfeiture of the performance bond and would be considered a default by the Contractor in accordance with the provisions of the Contract.

## VI. NONDISCRIMINATION

Neither the contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the county, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney fees resulting from any willful misconduct or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants

and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this contract.

WITNESS the execution hereof, as of the date and year first written.

COUNTY OF FRANKLIN,  
BOARD OF COMMISSIONERS

CONTRACTOR

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

Title: Area President

  
\_\_\_\_\_

WITNESS:

  
\_\_\_\_\_

ATTEST:   
CHIEF CLERK  
(SEAL)

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**GRAND CENTRAL SANITARY LANDFILL**

**MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT**

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of November, 2012 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" AND "Grand Central Sanitary Landfill, Inc." hereinafter referred to as the

Name of Facility/Parent Company

"Contractor"

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 1991 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 requires that all municipal waste generated within Franklin County must be disposed only at a municipal waste processing or disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated in Franklin County; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all municipal waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the municipal waste processing or disposal facilities where the municipal waste generated within Franklin County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Franklin County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

## DEFINITIONS

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

Acceptable Waste - Waste that (Contractor) Grand Central Sanitary Landfill, Inc. is permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or processing Facility, Permit No. 100265, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located in Penn Argy1, PA, and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988. "The Act."

Affiliate - Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) - Large items of refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste - All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste - Municipal Solid Waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract - The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor - Grand Central Sanitary Landfill, Inc. or any permitted successors, assigns, or affiliates.

County - The County of Franklin, Pennsylvania, the Franklin County Board of County Commissioners, the Franklin County Planning Department or their designated representative.

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

Domestic or Residential Waste - Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

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

Industrial Waste - Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

Institutional Waste - Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill - The Contractor's permitted landfill located in Plainfield Township (Municipality)(ies), Northampton (County), Pennsylvania State.

Leaf Waste - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program - A source separation and collection program for recycling municipal waste, or a program of designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a municipality. The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

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

Municipal Waste or Solid Waste - Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator - Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Permit - A permit issued by the Pennsylvania DEP to operate a municipal waste disposal, processing or transfer station facility.

Permit Area - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal - Complete response to the 2012 Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste.

Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

Remaining Permitted Capacity - At any time the remaining weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

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

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

Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge - The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge - Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste - Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment, or any material that the Contractor is unable to accept per the terms of its operating permit; or any materials that are hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic Hazardous Waste as defined by federal, State, provincial or local law or any otherwise regulated waste.

## II. SCOPE OF CONTRACT

### 1. Designation as Disposal site

In consideration of Operator's Covenants and this Contract, the County hereby agrees to include operator's landfill in its Plan as a designated non-exclusive processing or disposal facility for municipal waste generated in the County.

### 2. Effective Date

This Contract shall become effective on the date set forth below (See Section 3 below). The contractor shall begin providing municipal waste (processing) (disposal), service for the County under the terms and conditions of this Contract on or after November 1, 2013. This date shall be contingent upon receipt of final and written approval by PADEP of 2012 revisions to the Franklin County Solid Waste Management Plan .

### 3. Term of contract

Franklin County shall have the option to renew the Municipal Waste Disposal Service Contract under the terms and conditions specified in the initial Contract in the County's sole and absolute discretion. The initial term of the Contract shall begin on the date that the Contractor starts providing processing/disposal capacity for Franklin County following PADEP approval of the County Plan and shall end on the tenth year anniversary of that date, unless the County has exercised its right to renew the Contract. The term of this Contract shall terminate immediately upon any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill.

#### 4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of municipal waste (processing) (disposal) as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances to the extent that such ordinances do not conflict with the Contract, which shall be made a part thereof with the same force and effect as if specifically set out therein.

#### 5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand In writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, terminate the Contract, in addition to any other remedy available to the County as provided by law.

#### 6. Penalties

- A. It is hereby understood and mutually agreed by and between the Contractor and the County that the municipal waste (processing) (disposal) services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.
- B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Franklin County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* It is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.
- C. If the Contractor neglects, fails or refuses to provide the complete and accurate reports in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

D. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted for a total not to exceed \$1,000 for each offense.

#### 7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

#### 8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

#### 9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the new ownership shall notify the County in writing of its intent assume the responsibilities for the remaining term of the Contract. Should the County determine that the new ownership is willing to and can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the contract, it may elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

#### 10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of municipal waste.

12. Illegal and Invalid Provisions

In the event any term, provision or other part of the Contract should be declared illegal inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

14. Amendments to the Contract

No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract.

15. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

16. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses: Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Franklin County Commissioners  
Commissioners Complex  
14 North Main Street  
Chambersburg, PA 17201

Contractor: Grand Central Sanitary Landfill, Inc.  
Address: 910 W. Pennsylvania Avenue, Pen Argyl, PA 18072  
Attention: Scott N. Perin  
Waste Management of Pennsylvania, Inc.  
With a copy to: 625 Cherrington Parkway Moon Twp. PA 15205  
Attention: Sherry Tretyak

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

### III. SERVICE, OPERATIONS AND PERFORMANCE

#### 1. Services of the Contractor

The Contractor agrees to accept and (process) (dispose) specified quantities and types of Municipal Waste originating from sources located in Franklin County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate Contract with another person or municipality to provide such waste collection and/or transportation services.

#### 2. Types and Quantities of Municipal Waste

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B.

#### 3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of municipal waste shall be as listed on Form A.

#### 4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the municipal waste that will be accepted under the contract will be authorized by the Pennsylvania Waste Transportation Safety Act 90.

#### 5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of municipal waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the/ hours from 6:00 AM to 6:00 PM Monday through Friday and from 6:00 AM to 6:00 PM on Saturdays, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years Day). In the event of any

lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Franklin County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

#### 6. Complaints

The Contractor shall receive and respond to all complaints from waste transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

#### 7. Municipal Recycling Programs

The County and individual municipalities in Franklin County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Contractor's facility.

#### 8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor. Title to and liability for any Unacceptable or Hazardous Waste shall at no time pass to the Contractor.

#### 9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable waste delivered to the facility by any hauler. The waste hauler shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such hazardous and/or unacceptable waste.

#### 10. Basis and Method of Payment

- A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.
- B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between

the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

- C. The County shall not be responsible for failure of any waste hauler, to pay the Contractor's tipping fees and no such fees will be paid by the County.
- D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90 that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

#### 11. Rate Escalation and Adjustments

- A. The maximum rate or tipping fee for disposal of each type of municipal waste under the Contract may be adjusted on an annual basis. The Contractor must petition the County at least 60 days in advance of such a proposed increase and the County must grant written approval prior to implementation of the proposed increase.
- B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most municipal waste collection contracts.
- C. The Contractor may also petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall evaluate the evidence submitted and approve all reasonable and justifiable cost adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations.

#### 13. RESERVED

##### County Administration/Solid Waste & Recycling Surcharge

In the event that State or Federal legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees.

#### IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the county designated processing or disposal facility by the transfer station. The scale used to weigh municipal waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

##### 2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- A. The total weight of each type of Municipal Waste received at the facility from all sources;
- B. The county from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms provided by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 4. Annual Operation Report

The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract. The annual operation report shall be submitted to the County on or before June 30th of each year

unless an alternate submission date is approved by the County. The following supplemental information shall be included in the annual operational report:

- A. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract; and
- B. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year.

#### 5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

#### 6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

### V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

#### 1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause county to be added as an additional insured on all policies of insurance required under the terms of this Contract.

## 2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the county and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

## 3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of Insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages may result in forfeiture of the performance bond and would be considered a default by the Contractor in accordance with the provisions of the Contract.

## VI. NONDISCRIMINATION

Neither the contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the county, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney fees resulting from any willful misconduct or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants

and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this contract.

WITNESS the execution hereof, as of the date and year first written.

COUNTY OF FRANKLIN,  
BOARD OF COMMISSIONERS

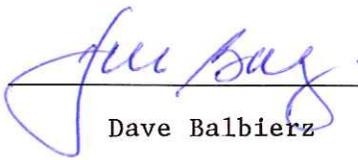
  
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CHIEF CLERK  
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CONTRACTOR

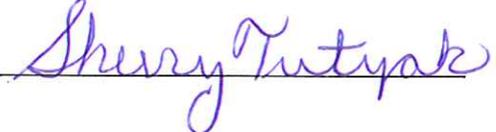
  
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Dave Balbierz

Title: Vice President

Grand Central Sanitary Landfill, Inc.

WITNESS:

  
\_\_\_\_\_

## **MODERN LANDFILL**

**MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT**

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this \_\_\_\_\_ day of November, 2012 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" AND "Modern Landfill/Republic Services of Pennsyl-" hereinafter referred to as the "Contractor"  
Name of Facility/Parent Company vania, LLC

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 1991 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 requires that all municipal waste generated within Franklin County must be disposed only at a municipal waste processing or disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated in Franklin County; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all municipal waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the municipal waste processing or disposal facilities where the municipal waste generated within Franklin County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Franklin County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

## DEFINITIONS

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

Acceptable Waste - Waste that (Contractor) ~~Modern Landfill/Pennsylvania, LLC~~ <sup>Republic Services of Pennsylvania, LLC</sup> is permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or processing Facility, Permit No. 100113, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located in \_\_\_\_\_, and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988. "The Act."

Affiliate - Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) - Large items of refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste - All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste - Municipal Solid Waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract - The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor - ~~Modern Landfill/Republic~~ <sup>Republic Services of Pennsylvania, LLC</sup> or any permitted successors, assigns, or affiliates.

County - The County of Franklin, Pennsylvania, the Franklin County Board of County Commissioners, the Franklin County Planning Department or their designated representative.

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

Domestic or Residential Waste - Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

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

Industrial Waste - Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

Institutional Waste - Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill - The Contractor's permitted landfill located in Windsor Twp/Lower Windsor Twp.  
(Municipality)(ies), York (County), PA State.

Leaf Waste - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program - A source separation and collection program for recycling municipal waste, or a program of designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

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

Municipal Waste or Solid Waste - Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator - Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Permit - A permit issued by the Pennsylvania DEP to operate a municipal waste disposal, processing or transfer station facility.

Permit Area - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal - Complete response to the 2012 Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste.

Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

Remaining Permitted Capacity - At any time the remaining weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

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

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

Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge - The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge - Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste - Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment, or any material that the Contractor is unable to accept per the terms of its operating permit; or any materials that are hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic Hazardous Waste as defined by federal, State, provincial or local law or any otherwise regulated waste.

## II. SCOPE OF CONTRACT

### 1. Designation as Disposal site

In consideration of Operator's Covenants and this Contract, the County hereby agrees to include operator's landfill in its Plan as a designated non-exclusive processing or disposal facility for municipal waste generated in the County.

### 2. Effective Date

This Contract shall become effective on the date set forth below (See Section 3 below). The contractor shall begin providing municipal waste (processing) (disposal), service for the County under the terms and conditions of this Contract on or after November 1, 2013. This date shall be contingent upon receipt of final and written approval by PADEP of 2012 revisions to the Franklin County Solid Waste Management Plan .

### 3. Term of contract

Franklin County shall have the option to renew the Municipal Waste Disposal Service Contract under the terms and conditions specified in the initial Contract in the County's sole and absolute discretion. The initial term of the Contract shall begin on the date that the Contractor starts providing processing/disposal capacity for Franklin County following PADEP approval of the County Plan and shall end on the tenth year anniversary of that date, unless the County has exercised its right to renew the Contract. The term of this Contract shall terminate immediately upon any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill.

#### 4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of municipal waste (processing) (disposal) as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances to the extent that such ordinances do not conflict with the Contract, which shall be made a part thereof with the same force and effect as if specifically set out therein.

#### 5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, terminate the Contract, in addition to any other remedy available to the County as provided by law.

#### 6. Penalties

- A. It is hereby understood and mutually agreed by and between the Contractor and the County that the municipal waste (processing) (disposal) services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.
- B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Franklin County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.
- C. If the Contractor neglects, fails or refuses to provide the complete and accurate reports in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

D. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted for a total not to exceed \$1,000 for each offense.

#### 7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

#### 8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the contractor without prior express written approval by the County (which approval shall not be unreasonably withheld). The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

#### 9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the new ownership shall notify the County in writing of its intent assume the responsibilities for the remaining term of the Contract. Should the County determine that the new ownership is willing to and can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the contract, it may elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

#### 10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of municipal waste.

12. Illegal and Invalid Provisions

In the event any term, provision or other part of the Contract should be declared illegal inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

14. Amendments to the Contract

No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract.

15. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

16. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses: Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Franklin County Commissioners  
Commissioners Complex  
14 North Main Street  
Chambersburg, PA 17201

Contractor: Modern Landfill  
Address: 4400 Mt. Pisgah Road, York PA 17406  
Attention: Mark C. Pedersen, GM

With a copy to: Modern Landfill  
Attention: Joseph Maurizi

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

### III. SERVICE, OPERATIONS AND PERFORMANCE

#### 1. Services of the Contractor

The Contractor agrees to accept and (process) (dispose) specified quantities and types of Municipal Waste originating from sources located in Franklin County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate Contract with another person or municipality to provide such waste collection and/or transportation services.

#### 2. Types and Quantities of Municipal Waste

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B.

#### 3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of municipal waste shall be as listed on Form A.

#### 4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the municipal waste that will be accepted under the contract will be authorized by the Pennsylvania Waste Transportation Safety Act 90.

#### 5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of municipal waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the/ hours from 6am to 4pm Monday through Friday and from 6am to 11am on Saturdays, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years Day). In the event of any

lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Franklin County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

#### 6. Complaints

The Contractor shall receive and respond to all complaints from waste transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

#### 7. Municipal Recycling Programs

The County and individual municipalities in Franklin County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Contractor's facility.

#### 8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor. Title to and liability for any Unacceptable or Hazardous Waste shall at no time pass to the Contractor.

#### 9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable waste delivered to the facility by any hauler. The waste hauler shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such hazardous and/or unacceptable waste.

#### 10. Basis and Method of Payment

- A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.
- B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between

the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

- C. The County shall not be responsible for failure of any waste hauler, to pay the Contractor's tipping fees and no such fees will be paid by the County.
- D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90 that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

#### 11. Rate Escalation and Adjustments

- A. The maximum rate or tipping fee for disposal of each type of municipal waste under the Contract may be adjusted on an annual basis. The Contractor must petition the County at least 60 days in advance of such a proposed increase and the County must grant written approval prior to implementation of the proposed increase.
- B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most municipal waste collection contracts.
- C. The Contractor may also petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall evaluate the evidence submitted and approve all reasonable and justifiable cost adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations.

#### 13. RESERVED

##### County Administration/Solid Waste & Recycling Surcharge

In the event that State or Federal legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees.

#### IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the county designated processing or disposal facility by the transfer station. The scale used to weigh municipal waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

##### 2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- A. The total weight of each type of Municipal Waste received at the facility from all sources;
- B. The county from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms provided by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 4. Annual Operation Report

The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract. The annual operation report shall be submitted to the County on or before June 30th of each year

unless an alternate submission date is approved by the County. The following supplemental information shall be included in the annual operational report:

- A. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract; and
- B. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year.

#### 5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

#### 6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

### V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

#### 1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause county to be added as an additional insured on all policies of insurance required under the terms of this Contract.

## 2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the county and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

## 3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages may result in forfeiture of the performance bond and would be considered a default by the Contractor in accordance with the provisions of the Contract.

## VI. NONDISCRIMINATION

Neither the contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the county, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney fees resulting from any willful misconduct or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants

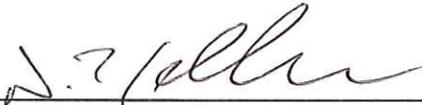
and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this contract.

WITNESS the execution hereof, as of the date and year first written.

COUNTY OF FRANKLIN,  
BOARD OF COMMISSIONERS

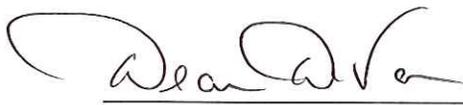






ATTEST:   
CHIEF CLERK  
(SEAL)

CONTRACTOR



Title: Area President

WITNESS:



## **MOSTOLLER LANDFILL**

**MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT**

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" AND "Mostoller Landfill, Inc." hereinafter referred to as the

Name of Facility/Parent Company

"Contractor"

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 1991 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 requires that all municipal waste generated within Franklin County must be disposed only at a municipal waste processing or disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated in Franklin County; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all municipal waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the municipal waste processing or disposal facilities where the municipal waste generated within Franklin County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Franklin County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

## DEFINITIONS

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

Acceptable Waste - Waste that (Contractor) MOSTOLLEY LANDFILL, INC. permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or processing Facility, Permit No. 101571, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located in SOMERSET, PA, and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988. "The Act."

Affiliate - Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) - Large items of refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste - All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste - Municipal Solid Waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract - The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor - MOSTOLLEY LANDFILL, INC. or any permitted successors, assigns, or affiliates.

County - The County of Franklin, Pennsylvania, the Franklin County Board of County Commissioners, the Franklin County Planning Department or their designated representative.

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

Domestic or Residential Waste - Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

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

Industrial Waste - Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

Institutional Waste - Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill - The Contractor's permitted landfill located in BROTHER VALLEY SOMERSET TWP. (Municipality)(ies), SOMERSET (County), PENNSYLVANIA State.

Leaf Waste - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program - A source separation and collection program for recycling municipal waste, or a program of designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a municipality. The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

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

Municipal Waste or Solid Waste - Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator - Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Permit - A permit issued by the Pennsylvania DEP to operate a municipal waste disposal, processing or transfer station facility.

Permit Area - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal - Complete response to the 2012 Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste.

Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

Remaining Permitted Capacity - At any time the remaining weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

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

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

Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge - The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge - Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste - Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment, or any material that the Contractor is unable to accept per the terms of its operating permit; or any materials that are hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic Hazardous Waste as defined by federal, State, provincial or local law or any otherwise regulated waste.

## II. SCOPE OF CONTRACT

### 1. Designation as Disposal site

In consideration of Operator's Covenants and this Contract, the County hereby agrees to include operator's landfill in its Plan as a designated non-exclusive processing or disposal facility for municipal waste generated in the County.

### 2. Effective Date

This Contract shall become effective on the date set forth below (See Section 3 below). The contractor shall begin providing municipal waste (processing) (disposal), service for the County under the terms and conditions of this Contract on or after November 1, 2013. This date shall be contingent upon receipt of final and written approval by PADEP of 2012 revisions to the Franklin County Solid Waste Management Plan .

### 3. Term of contract

Franklin County shall have the option to renew the Municipal Waste Disposal Service Contract under the terms and conditions specified in the initial Contract in the County's sole and absolute discretion. The initial term of the Contract shall begin on the date that the Contractor starts providing processing/disposal capacity for Franklin County following PADEP approval of the County Plan and shall end on the tenth year anniversary of that date, unless the County has exercised its right to renew the Contract. The term of this Contract shall terminate immediately upon any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill.

#### 4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of municipal waste (processing) (disposal) as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances to the extent that such ordinances do not conflict with the Contract, which shall be made a part thereof with the same force and effect as if specifically set out therein.

#### 5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, terminate the Contract, in addition to any other remedy available to the County as provided by law.

#### 6. Penalties

- A. It is hereby understood and mutually agreed by and between the Contractor and the County that the municipal waste (processing) (disposal) services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.
- B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Franklin County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.
- C. If the Contractor neglects, fails or refuses to provide the complete and accurate reports in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

D. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted for a total not to exceed \$1,000 for each offense.

#### 7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

#### 8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

#### 9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the new ownership shall notify the County in writing of its intent assume the responsibilities for the remaining term of the Contract. Should the County determine that the new ownership is willing to and can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the contract, it may elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

#### 10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

#### 11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of municipal waste.

#### 12. Illegal and Invalid Provisions

In the event any term, provision or other part of the Contract should be declared illegal inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

#### 13. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

#### 14. Amendments to the Contract

No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract.

#### 15. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

#### 16. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses: Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Franklin County Commissioners  
Commissioners Complex  
14 North Main Street  
Chambersburg, PA 17201

Contractor: MOSTOLLE LANDFILL, INC.  
Address: 7095 GLANES PIKE, SOMERSET PA 15501  
Attention: KEVIN BUSH

With a copy to: 7915 BAY MEADOWS WAY #200, JACKSONVILLE, FL 32256  
Attention: SCOTT FRIEDLANDER, GENERAL COUNSEL

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

### III. SERVICE, OPERATIONS AND PERFORMANCE

#### 1. Services of the Contractor

The Contractor agrees to accept and (process) (dispose) specified quantities and types of Municipal Waste originating from sources located in Franklin County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate Contract with another person or municipality to provide such waste collection and/or transportation services.

#### 2. Types and Quantities of Municipal Waste

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B.

#### 3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of municipal waste shall be as listed on Form A.

#### 4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the municipal waste that will be accepted under the contract will be authorized by the Pennsylvania Waste Transportation Safety Act 90.

#### 5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of municipal waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the/ hours from 7:00 AM to 4:00 PM Monday through Friday and from 7:00 AM to Noon on Saturdays, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years Day). In the event of any

lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Franklin County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

#### 6. Complaints

The Contractor shall receive and respond to all complaints from waste transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

#### 7. Municipal Recycling Programs

The County and individual municipalities in Franklin County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Contractor's facility.

#### 8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor. Title to and liability for any Unacceptable or Hazardous Waste shall at no time pass to the Contractor.

#### 9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable waste delivered to the facility by any hauler. The waste hauler shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such hazardous and/or unacceptable waste.

#### 10. Basis and Method of Payment

- A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.
- B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between

the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

- C. The County shall not be responsible for failure of any waste hauler, to pay the Contractor's tipping fees and no such fees will be paid by the County.
- D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90 that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

#### 11. Rate Escalation and Adjustments

- A. The maximum rate or tipping fee for disposal of each type of municipal waste under the Contract may be adjusted on an annual basis. The Contractor must petition the County at least 60 days in advance of such a proposed increase and the County must grant written approval prior to implementation of the proposed increase.
- B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most municipal waste collection contracts.
- C. The Contractor may also petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall evaluate the evidence submitted and approve all reasonable and justifiable cost adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations.

#### 13. RESERVED

##### County Administration/Solid Waste & Recycling Surcharge

In the event that State or Federal legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees.

#### IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the county designated processing or disposal facility by the transfer station. The scale used to weigh municipal waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

##### 2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- A. The total weight of each type of Municipal Waste received at the facility from all sources;
- B. The county from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms provided by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 4. Annual Operation Report

The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract. The annual operation report shall be submitted to the County on or before June 30th of each year

unless an alternate submission date is approved by the County. The following supplemental information shall be included in the annual operational report:

- A. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract; and
- B. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year.

#### 5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

#### 6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

### V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

#### 1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause county to be added as an additional insured on all policies of insurance required under the terms of this Contract.

## 2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the county and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

## 3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of Insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages may result in forfeiture of the performance bond and would be considered a default by the Contractor in accordance with the provisions of the Contract.

## VI. NONDISCRIMINATION

Neither the contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the county, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney fees resulting from any willful misconduct or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants

and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

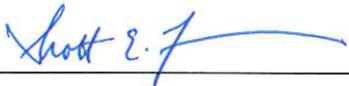
The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this contract.

WITNESS the execution hereof, as of the date and year first written.

COUNTY OF FRANKLIN,  
BOARD OF COMMISSIONERS

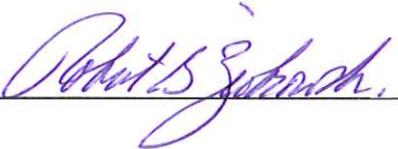
CONTRACTOR

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

Title: SECRETARY

  
\_\_\_\_\_

WITNESS:

  
\_\_\_\_\_

ATTEST:   
CHIEF CLERK  
(SEAL)

## **MOUNTAIN VIEW RECLAMATION**



DEFINITIONS

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

Acceptable Waste - Waste that (Contractor) Waste Management Disposal Services of Pennsylvania Inc. is permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or processing Facility, Permit No. 101100, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located in Greencastle, PA, and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988. "The Act."

Affiliate - Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) - Large items of refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste - All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste - Municipal Solid Waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract - The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor - Waste Management Disposal Services Of Pennsylvania, Inc. or any permitted successors, assigns, or affiliates.

County - The County of Franklin, Pennsylvania, the Franklin County Board of County Commissioners, the Franklin County Planning Department or their designated representative.

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

Domestic or Residential Waste - Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

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

Industrial Waste - Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

Institutional Waste - Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill - The Contractor's permitted landfill located in Antrim and Montgomery Twp. (Municipality)(ies), Franklin County (County), Pennsylvania State.

Leaf Waste - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program - A source separation and collection program for recycling municipal waste, or a program of designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a municipality. The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

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

Municipal Waste or Solid Waste - Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator - Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Permit - A permit issued by the Pennsylvania DEP to operate a municipal waste disposal, processing or transfer station facility.

Permit Area - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal - Complete response to the 2012 Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste.

Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

Remaining Permitted Capacity - At any time the remaining weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

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

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

Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge - The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge - Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste - Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment, or any material that the Contractor is unable to accept per the terms of its operating permit; or any materials that are hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic Hazardous Waste as defined by federal, State, provincial or local law or any otherwise regulated waste.

## II. SCOPE OF CONTRACT

### 1. Designation as Disposal site

In consideration of Operator's Covenants and this Contract, the County hereby agrees to include operator's landfill in its Plan as a designated non-exclusive processing or disposal facility for municipal waste generated in the County.

### 2. Effective Date

This Contract shall become effective on the date set forth below (See Section 3 below). The contractor shall begin providing municipal waste (processing) (disposal), service for the County under the terms and conditions of this Contract on or after November 1, 2013. This date shall be contingent upon receipt of final and written approval by PADEP of 2012 revisions to the Franklin County Solid Waste Management Plan .

### 3. Term of contract

Franklin County shall have the option to renew the Municipal Waste Disposal Service Contract under the terms and conditions specified in the initial Contract in the County's sole and absolute discretion. The initial term of the Contract shall begin on the date that the Contractor starts providing processing/disposal capacity for Franklin County following PADEP approval of the County Plan and shall end on the tenth year anniversary of that date, unless the County has exercised its right to renew the Contract. The term of this Contract shall terminate immediately upon any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill.

#### 4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of municipal waste (processing) (disposal) as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances to the extent that such ordinances do not conflict with the Contract, which shall be made a part thereof with the same force and effect as if specifically set out therein.

#### 5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, terminate the Contract, in addition to any other remedy available to the County as provided by law.

#### 6. Penalties

- A. It is hereby understood and mutually agreed by and between the Contractor and the County that the municipal waste (processing) (disposal) services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.
- B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Franklin County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.
- C. If the Contractor neglects, fails or refuses to provide the complete and accurate reports in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

D. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted for a total not to exceed \$1,000 for each offense.

#### 7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

#### 8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

#### 9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the new ownership shall notify the County in writing of its intent assume the responsibilities for the remaining term of the Contract. Should the County determine that the new ownership is willing to and can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the contract, it may elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

#### 10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

#### 11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of municipal waste.

#### 12. Illegal and Invalid Provisions

In the event any term, provision or other part of the Contract should be declared illegal inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

#### 13. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

#### 14. Amendments to the Contract

No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract.

#### 15. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

#### 16. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses: Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Franklin County Commissioners  
Commissioners Complex  
14 North Main Street  
Chambersburg, PA 17201

Contractor: Waste Management Disposal Services Of Pennsylvania, Inc.  
Address: 9446 Letzburg Road Greencastle, PA 17225-9317  
Attention: John Wardzinski, District Manager  
Waste Management Of Pennsylvania, Inc.  
With a copy to: 625 Cherrington Parkway, Moon Twp. PA 15108  
Attention: Sherry Tretyak

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

### III. SERVICE, OPERATIONS AND PERFORMANCE

#### 1. Services of the Contractor

The Contractor agrees to accept and (process) (dispose) specified quantities and types of Municipal Waste originating from sources located in Franklin County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate Contract with another person or municipality to provide such waste collection and/or transportation services.

#### 2. Types and Quantities of Municipal Waste

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B.

#### 3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of municipal waste shall be as listed on Form A.

#### 4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the municipal waste that will be accepted under the contract will be authorized by the Pennsylvania Waste Transportation Safety Act 90.

#### 5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of municipal waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the/ hours from 7:00 AM to 4:00 PM Monday through Friday and from 7:00 AM to 11:30 AM on Saturdays, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years Day). In the event of any

lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Franklin County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

#### 6. Complaints

The Contractor shall receive and respond to all complaints from waste transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

#### 7. Municipal Recycling Programs

The County and individual municipalities in Franklin County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Contractor's facility.

#### 8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor. Title to and liability for any Unacceptable or Hazardous Waste shall at no time pass to the Contractor.

#### 9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable waste delivered to the facility by any hauler. The waste hauler shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such hazardous and/or unacceptable waste.

#### 10. Basis and Method of Payment

- A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.
- B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between

the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

- C. The County shall not be responsible for failure of any waste hauler, to pay the Contractor's tipping fees and no such fees will be paid by the County.
- D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90 that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

#### 11. Rate Escalation and Adjustments

- A. The maximum rate or tipping fee for disposal of each type of municipal waste under the Contract may be adjusted on an annual basis. The Contractor must petition the County at least 60 days in advance of such a proposed increase and the County must grant written approval prior to implementation of the proposed increase.
- B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most municipal waste collection contracts.
- C. The Contractor may also petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall evaluate the evidence submitted and approve all reasonable and justifiable cost adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations.

#### 13. RESERVED

##### County Administration/Solid Waste & Recycling Surcharge

In the event that State or Federal legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees.

#### IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the county designated processing or disposal facility by the transfer station. The scale used to weigh municipal waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

##### 2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- A. The total weight of each type of Municipal Waste received at the facility from all sources;
- B. The county from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms provided by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 4. Annual Operation Report

The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract. The annual operation report shall be submitted to the County on or before June 30th of each year

unless an alternate submission date is approved by the County. The following supplemental information shall be included in the annual operational report:

- A. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract; and
- B. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year.

#### 5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

#### 6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

### V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

#### 1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause county to be added as an additional insured on all policies of insurance required under the terms of this Contract.

## 2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the county and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

## 3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages may result in forfeiture of the performance bond and would be considered a default by the Contractor in accordance with the provisions of the Contract.

## VI. NONDISCRIMINATION

Neither the contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## VII. INDEMNIFICATION

The Contractor or its successors and assigns shall indemnify and save harmless the county, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney fees resulting from any willful misconduct or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants

and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

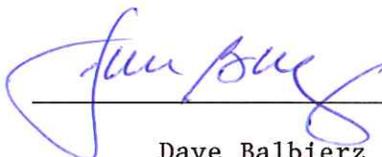
The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this contract.

WITNESS the execution hereof, as of the date and year first written.

COUNTY OF FRANKLIN,  
BOARD OF COMMISSIONERS

CONTRACTOR





Dave Balbierz



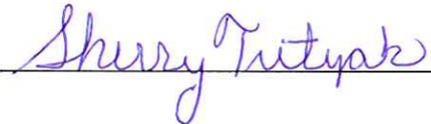
Title: Vice President



Waste Management Disposal Services of Pennsylvania

WITNESS:

Inc.



ATTEST:   
CHIEF CLERK  
(SEAL)

**MOUNTAINVIEW LANDFILL,  
ALLEGHENY CO., MD**

**MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT**

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of November, 2012 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" AND "Mountainview Landfill, Inc." hereinafter referred to as the

Name of Facility/Parent Company

"Contractor"

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 1991 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 requires that all municipal waste generated within Franklin County must be disposed only at a municipal waste processing or disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated in Franklin County; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all municipal waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the municipal waste processing or disposal facilities where the municipal waste generated within Franklin County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Franklin County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

## DEFINITIONS

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

Acceptable Waste - Waste that (Contractor) Mountainview Landfill, Inc. is permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or processing Facility, Permit No. 2011-WMF-0010, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located in Frostburg, MD, and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988. "The Act."

Affiliate - Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) - Large items of refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste - All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste - Municipal Solid Waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract - The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor - Mountainview Landfill, Inc. or any permitted successors, assigns, or affiliates.

County - The County of Franklin, Pennsylvania, the Franklin County Board of County Commissioners, the Franklin County Planning Department or their designated representative.

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

Domestic or Residential Waste - Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

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

Industrial Waste - Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

Institutional Waste - Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill - The Contractor's permitted landfill located in City Of Frostburg  
(Municipality)(ies), Allagany (County), Maryland State.

Leaf Waste - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program - A source separation and collection program for recycling municipal waste, or a program of designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

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

Municipal Waste or Solid Waste - Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator - Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Permit - A permit issued by the Pennsylvania DEP to operate a municipal waste disposal, processing or transfer station facility.

Permit Area - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal - Complete response to the 2012 Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste.

Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

Remaining Permitted Capacity - At any time the remaining weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

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

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

Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge - The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge - Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste - Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment, or any material that the Contractor is unable to accept per the terms of its operating permit; or any materials that are hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic Hazardous Waste as defined by federal, State, provincial or local law or any otherwise regulated waste.

## II. SCOPE OF CONTRACT

### 1. Designation as Disposal site

In consideration of Operator's Covenants and this Contract, the County hereby agrees to include operator's landfill in its Plan as a designated non-exclusive processing or disposal facility for municipal waste generated in the County.

### 2. Effective Date

This Contract shall become effective on the date set forth below (See Section 3 below). The contractor shall begin providing municipal waste (processing) (disposal), service for the County under the terms and conditions of this Contract on or after November 1, 2013. This date shall be contingent upon receipt of final and written approval by PADEP of 2012 revisions to the Franklin County Solid Waste Management Plan .

### 3. Term of contract

Franklin County shall have the option to renew the Municipal Waste Disposal Service Contract under the terms and conditions specified in the initial Contract in the County's sole and absolute discretion. The initial term of the Contract shall begin on the date that the Contractor starts providing processing/disposal capacity for Franklin County following PADEP approval of the County Plan and shall end on the tenth year anniversary of that date, unless the County has exercised its right to renew the Contract. The term of this Contract shall terminate immediately upon any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill.

#### 4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of municipal waste (processing) (disposal) as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances to the extent that such ordinances do not conflict with the Contract, which shall be made a part thereof with the same force and effect as if specifically set out therein.

#### 5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, terminate the Contract, in addition to any other remedy available to the County as provided by law.

#### 6. Penalties

- A. It is hereby understood and mutually agreed by and between the Contractor and the County that the municipal waste (processing) (disposal) services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.
- B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Franklin County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.
- C. If the Contractor neglects, fails or refuses to provide the complete and accurate reports in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

D. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted for a total not to exceed \$1,000 for each offense.

#### 7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

#### 8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

#### 9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the new ownership shall notify the County in writing of its intent assume the responsibilities for the remaining term of the Contract. Should the County determine that the new ownership is willing to and can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the contract, it may elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

#### 10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a walver of any right or acceptance of detective performance.

#### 11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of municipal waste.

#### 12. Illegal and Invalid Provisions

In the event any term, provision or other part of the Contract should be declared illegal inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

#### 13. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

#### 14. Amendments to the Contract

No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract.

#### 15. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

#### 16. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses: Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Franklin County Commissioners  
Commissioners Complex  
14 North Main Street  
Chambersburg, PA 17201

Contractor: Mountainview Landfill, Inc.  
Address: 13300 New Georges Creek Road, SW Frostburg, MD 21532  
Attention: John Wardzinski  
Waste Management Of Pennsylvania, Inc.  
With a copy to: 625 Cherrington Parkway Moon Twp. PA 15108  
Attention: Sherry Tretyak

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

### III. SERVICE, OPERATIONS AND PERFORMANCE

#### 1. Services of the Contractor

The Contractor agrees to accept and (process) (dispose) specified quantities and types of Municipal Waste originating from sources located in Franklin County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate Contract with another person or municipality to provide such waste collection and/or transportation services.

#### 2. Types and Quantities of Municipal Waste

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B.

#### 3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of municipal waste shall be as listed on Form A.

#### 4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the municipal waste that will be accepted under the contract will be authorized by the Pennsylvania Waste Transportation Safety Act 90.

#### 5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of municipal waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the/ hours from 7:00 AM to 3:00 PM Monday through Friday and from 7:00 AM to 12:00 PM on Saturdays, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years Day). In the event of any

lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Franklin County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

#### 6. Complaints

The Contractor shall receive and respond to all complaints from waste transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

#### 7. Municipal Recycling Programs

The County and individual municipalities in Franklin County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Contractor's facility.

#### 8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor. Title to and liability for any Unacceptable or Hazardous Waste shall at no time pass to the Contractor.

#### 9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable waste delivered to the facility by any hauler. The waste hauler shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such hazardous and/or unacceptable waste.

#### 10. Basis and Method of Payment

- A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.
- B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between

the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

- C. The County shall not be responsible for failure of any waste hauler, to pay the Contractor's tipping fees and no such fees will be paid by the County.
- D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90 that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

#### 11. Rate Escalation and Adjustments

- A. The maximum rate or tipping fee for disposal of each type of municipal waste under the Contract may be adjusted on an annual basis. The Contractor must petition the County at least 60 days in advance of such a proposed increase and the County must grant written approval prior to implementation of the proposed increase.
- B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most municipal waste collection contracts.
- C. The Contractor may also petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall evaluate the evidence submitted and approve all reasonable and justifiable cost adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations.

#### 13. RESERVED

##### County Administration/Solid Waste & Recycling Surcharge

In the event that State or Federal legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees.

#### IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the county designated processing or disposal facility by the transfer station. The scale used to weigh municipal waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

##### 2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- A. The total weight of each type of Municipal Waste received at the facility from all sources;
- B. The county from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms provided by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 4. Annual Operation Report

The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract. The annual operation report shall be submitted to the County on or before June 30th of each year

unless an alternate submission date is approved by the County. The following supplemental information shall be included in the annual operational report:

- A. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract; and
- B. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year.

#### 5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

#### 6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

### V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

#### 1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause county to be added as an additional insured on all policies of insurance required under the terms of this Contract.

## 2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the county and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

## 3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages may result in forfeiture of the performance bond and would be considered a default by the Contractor in accordance with the provisions of the Contract.

## VI. NONDISCRIMINATION

Neither the contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the county, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney fees resulting from any willful misconduct or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants

and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this contract.

WITNESS the execution hereof, as of the date and year first written.

COUNTY OF FRANKLIN,  
BOARD OF COMMISSIONERS

CONTRACTOR

  
\_\_\_\_\_

  
\_\_\_\_\_

Dave Balbierz, Vice President

  
\_\_\_\_\_

Mountainview Landfill, Inc.

Title: \_\_\_\_\_

  
\_\_\_\_\_

WITNESS:

  
\_\_\_\_\_

ATTEST:   
CHIEF CLERK  
(SEAL)

## **SHADE LANDFILL**

**MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT**

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of November, 2012 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" AND "Shade Landfill, Inc." hereinafter referred to as the

Name of Facility/Parent Company

"Contractor"

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 1991 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 requires that all municipal waste generated within Franklin County must be disposed only at a municipal waste processing or disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated in Franklin County; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all municipal waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the municipal waste processing or disposal facilities where the municipal waste generated within Franklin County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Franklin County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

## DEFINITIONS

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

Acceptable Waste - Waste that (Contractor) Shade Landfill, Inc. is permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or processing Facility, Permit No. 101421, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located in Cairnbrook, PA, and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988. "The Act."

Affiliate - Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) - Large items of refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste - All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste - Municipal Solid Waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract - The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor - Shade Landfill, Inc. or any permitted successors, assigns, or affiliates.

County - The County of Franklin, Pennsylvania, the Franklin County Board of County Commissioners, the Franklin County Planning Department or their designated representative.

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

Domestic or Residential Waste - Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

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

Industrial Waste - Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

Institutional Waste - Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill - The Contractor's permitted landfill located in Shade Township  
(Municipality)(ies), Somerset (County), Pennsylvania State.

Leaf Waste - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program - A source separation and collection program for recycling municipal waste, or a program of designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a municipality. The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

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

Municipal Waste or Solid Waste - Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator - Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Permit - A permit issued by the Pennsylvania DEP to operate a municipal waste disposal, processing or transfer station facility.

Permit Area - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal - Complete response to the 2012 Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste.

Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

Remaining Permitted Capacity - At any time the remaining weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

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

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

Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge - The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge - Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste - Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment, or any material that the Contractor is unable to accept per the terms of its operating permit; or any materials that are hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic Hazardous Waste as defined by federal, State, provincial or local law or any otherwise regulated waste.

## II. SCOPE OF CONTRACT

### 1. Designation as Disposal site

In consideration of Operator's Covenants and this Contract, the County hereby agrees to include operator's landfill in its Plan as a designated non-exclusive processing or disposal facility for municipal waste generated in the County.

### 2. Effective Date

This Contract shall become effective on the date set forth below (See Section 3 below). The contractor shall begin providing municipal waste (processing) (disposal), service for the County under the terms and conditions of this Contract on or after November 1, 2013. This date shall be contingent upon receipt of final and written approval by PADEP of 2012 revisions to the Franklin County Solid Waste Management Plan .

### 3. Term of contract

Franklin County shall have the option to renew the Municipal Waste Disposal Service Contract under the terms and conditions specified in the initial Contract in the County's sole and absolute discretion. The initial term of the Contract shall begin on the date that the Contractor starts providing processing/disposal capacity for Franklin County following PADEP approval of the County Plan and shall end on the tenth year anniversary of that date, unless the County has exercised its right to renew the Contract. The term of this Contract shall terminate immediately upon any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill.

#### 4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of municipal waste (processing) (disposal) as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances to the extent that such ordinances do not conflict with the Contract, which shall be made a part thereof with the same force and effect as if specifically set out therein.

#### 5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, terminate the Contract, in addition to any other remedy available to the County as provided by law.

#### 6. Penalties

- A. It is hereby understood and mutually agreed by and between the Contractor and the County that the municipal waste (processing) (disposal) services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.
- B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Franklin County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.
- C. If the Contractor neglects, fails or refuses to provide the complete and accurate reports in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

D. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted for a total not to exceed \$1,000 for each offense.

#### 7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

#### 8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the contractor without prior express written approval by the County (which approval shall not be unreasonably withheld). The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

#### 9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the new ownership shall notify the County in writing of its intent assume the responsibilities for the remaining term of the Contract. Should the County determine that the new ownership is willing to and can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the contract, it may elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

#### 10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

#### 11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of municipal waste.

#### 12. Illegal and Invalid Provisions

In the event any term, provision or other part of the Contract should be declared illegal inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

#### 13. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

#### 14. Amendments to the Contract

No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract.

#### 15. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

#### 16. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses: Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Franklin County Commissioners  
Commissioners Complex  
14 North Main Street  
Chambersburg, PA 17201

Contractor: Shade Landfill, Inc.  
Address: 1176 #1 Road, Cairnbrook, PA 15924  
Attention: Darrell Klink Jr.  
Waste Management of Pennsylvania, Inc.  
With a copy to: 625 Cherrington Parkway Moon Twp. PA 15108  
Attention: Sherry Tretyak

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

### III. SERVICE, OPERATIONS AND PERFORMANCE

#### 1. Services of the Contractor

The Contractor agrees to accept and (process) (dispose) specified quantities and types of Municipal Waste originating from sources located in Franklin County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate Contract with another person or municipality to provide such waste collection and/or transportation services.

#### 2. Types and Quantities of Municipal Waste

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B.

#### 3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of municipal waste shall be as listed on Form A.

#### 4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the municipal waste that will be accepted under the contract will be authorized by the Pennsylvania Waste Transportation Safety Act 90.

#### 5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of municipal waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the/ hours from 7:00 AM to 5:00 PM Monday through Friday and from 7:00AM to 12:00PM on Saturdays, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years Day). In the event of any

lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Franklin County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

#### 6. Complaints

The Contractor shall receive and respond to all complaints from waste transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

#### 7. Municipal Recycling Programs

The County and individual municipalities in Franklin County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Contractor's facility.

#### 8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor. Title to and liability for any Unacceptable or Hazardous Waste shall at no time pass to the Contractor.

#### 9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable waste delivered to the facility by any hauler. The waste hauler shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such hazardous and/or unacceptable waste.

#### 10. Basis and Method of Payment

- A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.
- B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between

the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

- C. The County shall not be responsible for failure of any waste hauler, to pay the Contractor's tipping fees and no such fees will be paid by the County.
- D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90 that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

#### 11. Rate Escalation and Adjustments

- A. The maximum rate or tipping fee for disposal of each type of municipal waste under the Contract may be adjusted on an annual basis. The Contractor must petition the County at least 60 days in advance of such a proposed increase and the County must grant written approval prior to implementation of the proposed increase.
- B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most municipal waste collection contracts.
- C. The Contractor may also petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall evaluate the evidence submitted and approve all reasonable and justifiable cost adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations.

#### 13. RESERVED

##### County Administration/Solid Waste & Recycling Surcharge

In the event that State or Federal legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees.

#### IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the county designated processing or disposal facility by the transfer station. The scale used to weigh municipal waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

##### 2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- A. The total weight of each type of Municipal Waste received at the facility from all sources;
- B. The county from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms provided by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 4. Annual Operation Report

The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract. The annual operation report shall be submitted to the County on or before June 30th of each year

unless an alternate submission date is approved by the County. The following supplemental information shall be included in the annual operational report:

- A. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract; and
- B. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year.

#### 5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

#### 6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

### V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

#### 1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause county to be added as an additional insured on all policies of insurance required under the terms of this Contract.

## 2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the county and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

## 3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages may result in forfeiture of the performance bond and would be considered a default by the Contractor in accordance with the provisions of the Contract.

## VI. NONDISCRIMINATION

Neither the contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## VII. INDEMNIFICATION

The Contractor or its successors and assigns shall indemnify and save harmless the county, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney fees resulting from any willful misconduct or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants

and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

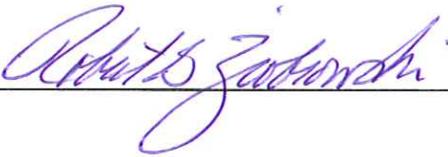
The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this contract.

WITNESS the execution hereof, as of the date and year first written.

COUNTY OF FRANKLIN,  
BOARD OF COMMISSIONERS

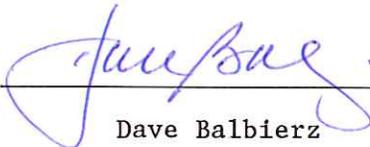






ATTEST:   
CHIEF CLERK  
(SEAL)

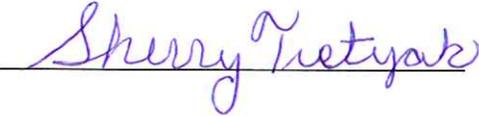
CONTRACTOR



Dave Balbierz

Title: Vice President  
Shade Landfill, Inc.

WITNESS:



## **WESTERN BERKS LANDFILL**

**MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT**

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" AND "WBLF ACQUISITION CORP., LLC." hereinafter referred to as the

Name of Facility/Parent Company

"Contractor"

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 1991 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 requires that all municipal waste generated within Franklin County must be disposed only at a municipal waste processing or disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated in Franklin County; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all municipal waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the municipal waste processing or disposal facilities where the municipal waste generated within Franklin County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Franklin County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

## DEFINITIONS

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

Acceptable Waste - Waste that (Contractor) WBLF ACQUISITION CORP. LLC, permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or processing Facility, Permit No. 100-739, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located in BIRDSTOWN, PA, and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988. "The Act."

Affiliate - Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) - Large items of refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste - All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste - Municipal Solid Waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract - The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor - WBLF ACQUISITION CORP. LLC any permitted successors, assigns, or affiliates.

County - The County of Franklin, Pennsylvania, the Franklin County Board of County Commissioners, the Franklin County Planning Department or their designated representative.

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

Domestic or Residential Waste - Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

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

Industrial Waste - Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

Institutional Waste - Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill - The Contractor's permitted landfill located in COMRU TOWNSHIP  
(Municipality)(ies), BELLS (County), PENNSYLVANIA State.

Leaf Waste - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program - A source separation and collection program for recycling municipal waste, or a program of designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a municipality. The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

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

Municipal Waste or Solid Waste - Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator - Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Permit - A permit issued by the Pennsylvania DEP to operate a municipal waste disposal, processing or transfer station facility.

Permit Area - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal - Complete response to the 2012 Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste.

Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

Remaining Permitted Capacity - At any time the remaining weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

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

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

Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge - The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge - Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste - Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment, or any material that the Contractor is unable to accept per the terms of its operating permit; or any materials that are hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic Hazardous Waste as defined by federal, State, provincial or local law or any otherwise regulated waste.

## II. SCOPE OF CONTRACT

### 1. Designation as Disposal site

In consideration of Operator's Covenants and this Contract, the County hereby agrees to include operator's landfill in its Plan as a designated non-exclusive processing or disposal facility for municipal waste generated in the County.

### 2. Effective Date

This Contract shall become effective on the date set forth below (See Section 3 below). The contractor shall begin providing municipal waste (processing) (disposal), service for the County under the terms and conditions of this Contract on or after November 1, 2013. This date shall be contingent upon receipt of final and written approval by PADEP of 2012 revisions to the Franklin County Solid Waste Management Plan .

### 3. Term of contract

Franklin County shall have the option to renew the Municipal Waste Disposal Service Contract under the terms and conditions specified in the initial Contract in the County's sole and absolute discretion. The initial term of the Contract shall begin on the date that the Contractor starts providing processing/disposal capacity for Franklin County following PADEP approval of the County Plan and shall end on the tenth year anniversary of that date, unless the County has exercised its right to renew the Contract. The term of this Contract shall terminate immediately upon any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill.

#### 4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of municipal waste (processing) (disposal) as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances to the extent that such ordinances do not conflict with the Contract, which shall be made a part thereof with the same force and effect as if specifically set out therein.

#### 5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, terminate the Contract, in addition to any other remedy available to the County as provided by law.

#### 6. Penalties

- A. It is hereby understood and mutually agreed by and between the Contractor and the County that the municipal waste (processing) (disposal) services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.
- B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Franklin County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.
- C. If the Contractor neglects, fails or refuses to provide the complete and accurate reports in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

D. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted for a total not to exceed \$1,000 for each offense.

#### 7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

#### 8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

#### 9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the new ownership shall notify the County in writing of its intent assume the responsibilities for the remaining term of the Contract. Should the County determine that the new ownership is willing to and can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the contract, it may elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

#### 10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

#### 11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of municipal waste.

#### 12. Illegal and Invalid Provisions

In the event any term, provision or other part of the Contract should be declared illegal inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

#### 13. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

#### 14. Amendments to the Contract

No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract.

#### 15. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

#### 16. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses: Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Franklin County Commissioners  
Commissioners Complex  
14 North Main Street  
Chambersburg, PA 17201

Contractor: URLE ACQUISITION CORP., LLC.  
Address: 3 JENNIFER CT, SUITE C, CARLISLE PA 17015  
Attention: KEVIN BUSH

With a copy to: URLE ACQUISITION CORP., LLC. 7915 BAYMEADOWS WAY #300  
Attention: SLOTT FRIEDLANDER, GENERAL COUNSEL JACKSONVILLE, FL 32256

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

### III. SERVICE, OPERATIONS AND PERFORMANCE

#### 1. Services of the Contractor

The Contractor agrees to accept and (process) (dispose) specified quantities and types of Municipal Waste originating from sources located in Franklin County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate Contract with another person or municipality to provide such waste collection and/or transportation services.

#### 2. Types and Quantities of Municipal Waste

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B.

#### 3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of municipal waste shall be as listed on Form A.

#### 4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the municipal waste that will be accepted under the contract will be authorized by the Pennsylvania Waste Transportation Safety Act 90.

#### 5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of municipal waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the/ hours from 7:00 AM to 4:00 PM Monday through Friday and from 7:00 AM to NOON on Saturdays, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years Day). In the event of any

lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Franklin County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

#### 6. Complaints

The Contractor shall receive and respond to all complaints from waste transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

#### 7. Municipal Recycling Programs

The County and individual municipalities in Franklin County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Contractor's facility.

#### 8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor. Title to and liability for any Unacceptable or Hazardous Waste shall at no time pass to the Contractor.

#### 9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable waste delivered to the facility by any hauler. The waste hauler shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such hazardous and/or unacceptable waste.

#### 10. Basis and Method of Payment

- A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.
- B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between

the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

- C. The County shall not be responsible for failure of any waste hauler, to pay the Contractor's tipping fees and no such fees will be paid by the County.
- D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90 that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

#### 11. Rate Escalation and Adjustments

- A. The maximum rate or tipping fee for disposal of each type of municipal waste under the Contract may be adjusted on an annual basis. The Contractor must petition the County at least 60 days in advance of such a proposed increase and the County must grant written approval prior to implementation of the proposed increase.
- B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most municipal waste collection contracts.
- C. The Contractor may also petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall evaluate the evidence submitted and approve all reasonable and justifiable cost adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations.

#### 13. RESERVED

##### County Administration/Solid Waste & Recycling Surcharge

In the event that State or Federal legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees.

#### IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the county designated processing or disposal facility by the transfer station. The scale used to weigh municipal waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

##### 2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- A. The total weight of each type of Municipal Waste received at the facility from all sources;
- B. The county from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms provided by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

##### 4. Annual Operation Report

The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract. The annual operation report shall be submitted to the County on or before June 30th of each year

unless an alternate submission date is approved by the County. The following supplemental information shall be included in the annual operational report:

- A. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract; and
- B. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year.

#### 5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

#### 6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

### V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

#### 1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause county to be added as an additional insured on all policies of insurance required under the terms of this Contract.

## 2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the county and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

## 3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages may result in forfeiture of the performance bond and would be considered a default by the Contractor in accordance with the provisions of the Contract.

## VI. NONDISCRIMINATION

Neither the contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## VII. INDEMNIFICATION

The Contractor or its successors and assigns shall indemnify and save harmless the county, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney fees resulting from any willful misconduct or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants

and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this contract.

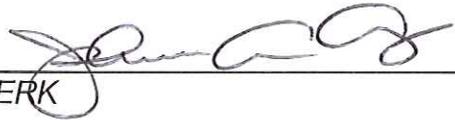
WITNESS the execution hereof, as of the date and year first written.

COUNTY OF FRANKLIN,  
BOARD OF COMMISSIONERS

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

ATTEST:   
CHIEF CLERK  
(SEAL)

CONTRACTOR

  
\_\_\_\_\_

Title: SECRETARY

WITNESS:  
  
\_\_\_\_\_

## **WSI SANDY RUN LANDFILL**

**MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT**

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" AND "WSI SANDY RUN LANDFILL, INC." hereinafter referred to as the

Name of Facility/Parent Company

"Contractor"

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 1991 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 1991 Municipal Waste Management Plan for Franklin County and its revisions in 2012 requires that all municipal waste generated within Franklin County must be disposed only at a municipal waste processing or disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated in Franklin County; and

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all municipal waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the municipal waste processing or disposal facilities where the municipal waste generated within Franklin County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Franklin County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

## DEFINITIONS

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

Acceptable Waste - Waste that (Contractor) WSI SANDY RUN LANDFILL, INC. is permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or processing Facility, Permit No. 101538, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located in HOPEDALE, PA, and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988. "The Act."

Affiliate - Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) - Large items of refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste - All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste - Municipal Solid Waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract - The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor - WSI SANDY RUN LANDFILL, INC. any permitted successors, assigns, or affiliates.

County - The County of Franklin, Pennsylvania, the Franklin County Board of County Commissioners, the Franklin County Planning Department or their designated representative.

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

Domestic or Residential Waste - Solid waste comprised of garbage and rubbish, which normally originates from residential private households or apartment houses.

Garbage - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector - Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

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

Industrial Waste - Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughter houses.

Institutional Waste - Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill - The Contractor's permitted landfill located in BROAD TOP TOWNSHIP (Municipality)(ies), BEDFORD (County), PENNSYLVANIA State.

Leaf Waste - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program - A source separation and collection program for recycling municipal waste, or a program of designated drop-off points or collection centers for recycling municipal waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

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

Municipal Waste or Solid Waste - Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator - Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Permit - A permit issued by the Pennsylvania DEP to operate a municipal waste disposal, processing or transfer station facility.

Permit Area - The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal - Complete response to the 2012 Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste.

Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

Remaining Permitted Capacity - At any time the remaining weight or volume of municipal waste that can be disposed at a permitted municipal waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

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

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

Rubbish - Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge - The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge - Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee - The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste - Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment, or any material that the Contractor is unable to accept per the terms of its operating permit; or any materials that are hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or listed or characteristic Hazardous Waste as defined by federal, State, provincial or local law or any otherwise regulated waste.

## II. SCOPE OF CONTRACT

### 1. Designation as Disposal site

In consideration of Operator's Covenants and this Contract, the County hereby agrees to include operator's landfill in its Plan as a designated non-exclusive processing or disposal facility for municipal waste generated in the County.

### 2. Effective Date

This Contract shall become effective on the date set forth below (See Section 3 below). The contractor shall begin providing municipal waste (processing) (disposal), service for the County under the terms and conditions of this Contract on or after November 1, 2013. This date shall be contingent upon receipt of final and written approval by PADEP of 2012 revisions to the Franklin County Solid Waste Management Plan .

### 3. Term of contract

Franklin County shall have the option to renew the Municipal Waste Disposal Service Contract under the terms and conditions specified in the initial Contract in the County's sole and absolute discretion. The initial term of the Contract shall begin on the date that the Contractor starts providing processing/disposal capacity for Franklin County following PADEP approval of the County Plan and shall end on the tenth year anniversary of that date, unless the County has exercised its right to renew the Contract. The term of this Contract shall terminate immediately upon any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill.

#### 4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of municipal waste (processing) (disposal) as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances to the extent that such ordinances do not conflict with the Contract, which shall be made a part thereof with the same force and effect as if specifically set out therein.

#### 5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, terminate the Contract, in addition to any other remedy available to the County as provided by law.

#### 6. Penalties

- A. It is hereby understood and mutually agreed by and between the Contractor and the County that the municipal waste (processing) (disposal) services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.
- B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Franklin County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.
- C. If the Contractor neglects, fails or refuses to provide the complete and accurate reports in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

D. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted for a total not to exceed \$1,000 for each offense.

#### 7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

#### 8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

#### 9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities, the new ownership shall notify the County in writing of its intent assume the responsibilities for the remaining term of the Contract. Should the County determine that the new ownership is willing to and can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the contract, it may elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

#### 10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

#### 11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of municipal waste.

#### 12. Illegal and Invalid Provisions

In the event any term, provision or other part of the Contract should be declared illegal inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

#### 13. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

#### 14. Amendments to the Contract

No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract.

#### 15. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

#### 16. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses: Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Franklin County Commissioners  
Commissioners Complex  
14 North Main Street  
Chambersburg, PA 17201

Contractor: 1091 SANDY RUN LANDFILL, INC  
Address: 3 JENNIFER CT. SUITE C CARLISLE PA 17015  
Attention: KEVIN BUSH

With a copy to: 7915 BAYMEADOWS WAY #300 JACKSONVILLE FL 32252  
Attention: SCOTT FRIEDLANDER, GENERAL COUNSEL

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

### III. SERVICE, OPERATIONS AND PERFORMANCE

#### 1. Services of the Contractor

The Contractor agrees to accept and (process) (dispose) specified quantities and types of Municipal Waste originating from sources located in Franklin County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate Contract with another person or municipality to provide such waste collection and/or transportation services.

#### 2. Types and Quantities of Municipal Waste

The specific types and quantities of municipal waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B.

#### 3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of municipal waste shall be as listed on Form A.

#### 4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the municipal waste that will be accepted under the contract will be authorized by the Pennsylvania Waste Transportation Safety Act 90.

#### 5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of municipal waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the/ hours from 7:00 AM to 4:00 PM Monday through Friday and from 7:00 AM to 11:00 AM on Saturdays, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years Day). In the event of any

lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Franklin County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

#### 6. Complaints

The Contractor shall receive and respond to all complaints from waste transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

#### 7. Municipal Recycling Programs

The County and individual municipalities in Franklin County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the municipal waste stream prior to the delivery of the waste to the Contractor's facility.

#### 8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor. Title to and liability for any Unacceptable or Hazardous Waste shall at no time pass to the Contractor.

#### 9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such hazardous and/or unacceptable waste delivered to the facility by any hauler. The waste hauler shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such hazardous and/or unacceptable waste.

#### 10. Basis and Method of Payment

- A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.
- B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between

the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

- C. The County shall not be responsible for failure of any waste hauler, to pay the Contractor's tipping fees and no such fees will be paid by the County.
- D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90 that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

#### 11. Rate Escalation and Adjustments

- A. The maximum rate or tipping fee for disposal of each type of municipal waste under the Contract may be adjusted on an annual basis. The Contractor must petition the County at least 60 days in advance of such a proposed increase and the County must grant written approval prior to implementation of the proposed increase.
- B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most municipal waste collection contracts.
- C. The Contractor may also petition the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall evaluate the evidence submitted and approve all reasonable and justifiable cost adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations.

#### 13. RESERVED

##### County Administration/Solid Waste & Recycling Surcharge

In the event that State or Federal legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees.

#### IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's municipal waste processing or landfill facility or, in the case of a transfer station, to weigh all municipal waste delivered to the county designated processing or disposal facility by the transfer station. The scale used to weigh municipal waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

#### 2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- A. The total weight of each type of Municipal Waste received at the facility from all sources;
- B. The county from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

#### 3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms provided by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters authorized by the Pennsylvania Waste Transportation Safety Act 90 that delivered waste originating from sources in Franklin County.

#### 4. Annual Operation Report

The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract. The annual operation report shall be submitted to the County on or before June 30th of each year

unless an alternate submission date is approved by the County. The following supplemental information shall be included in the annual operational report:

- A. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract; and
- B. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year.

#### 5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

#### 6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

### V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

#### 1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause county to be added as an additional insured on all policies of insurance required under the terms of this Contract.

## 2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the county and the owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized, licensed agent of the insurance company.

## 3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages may result in forfeiture of the performance bond and would be considered a default by the Contractor in accordance with the provisions of the Contract.

## VI. NONDISCRIMINATION

Neither the contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## VII. INDEMNIFICATION

The Contractor or its successors and assigns shall indemnify and save harmless the county, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney fees resulting from any willful misconduct or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants

and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste (processing) (disposal) facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this contract.

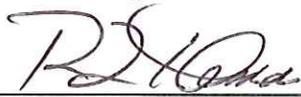
WITNESS the execution hereof, as of the date and year first written.

COUNTY OF FRANKLIN,  
BOARD OF COMMISSIONERS

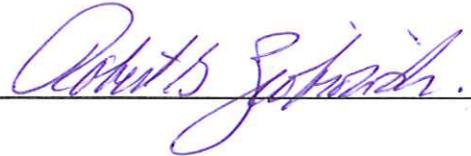
CONTRACTOR

  
\_\_\_\_\_

TITLE: SECRETARY

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

WITNESS:  
  
\_\_\_\_\_

ATTEST:   
CHIEF CLERK  
(SEAL)

**ATTACHMENT III**

**PETITION TO  
DESIGNATE ADDITIONAL FACILITIES**

## **Franklin County Municipal Solid Waste Management Plan**

### **Petition for Designation as Processing/Disposal Facility**

Franklin County has secured Disposal Capacity Agreements for a sufficient amount of disposal capacity for all municipal waste generated within the County. However, the County recognizes that new disposal and processing opportunities may present themselves from time to time. Therefore, Franklin County has established guidelines to include added facilities during the ten-year period of its current Municipal Solid Waste Management Plan. Municipalities, haulers, and/or transfer stations must use this form to notify the County of a party's interest in using another facility. Information provided in this form will be used by the County to contact a facility representative and send the requirements necessary to qualify the facility as a participant in the Plan. The facility must meet all of the same criteria required in the original Request for Proposals for Disposal Capacity, including execution of the Contract as presented. Any and all costs associated with the Plan revision to add a facility shall be the responsibility of either the Petitioner or the Facility as indicated and authorized by a signature on this form.

#### **Please complete and submit the form to:**

Franklin County Planning Department

Franklin County Annex

218 North Second Street

Chambersburg, PA 17201

Phone: 717-261-3855

**Petitioner**

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Facility**

Name of Facility: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**Explain the need to have this facility included in the Plan:**

(Attach Additional Sheets if Necessary)

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**Party responsible for total costs of Plan Revision to add facility:**

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **PROCEDURES AND INSTRUCTIONS TO PETITIONER**

A disposal/processing facility, a hauler, a municipality or a business must complete and submit the petition form to the Franklin County Planning Department.

Within 15 working days of the receipt of a petition, the Franklin County Planning Department will send to the petitioner or the facility, a request for proposal for disposal capacity outlining the same requirements and format for submission as the original document utilized in the selection of those facilities currently designated in the Plan.

Upon receipt of the completed proposal from the petitioning facility the Franklin County Planning Department will notify the Pennsylvania Department of Environmental Protection of its intentions to add a facility.

The Franklin County Planning Department will review and respond to the information in the proposal within 45 working days.

If information in the submitted proposal is complete, accurate and meets the accepted criteria, the Franklin County Planning Department will notify by letter all municipalities within the County of the intent to add a facility to the Plan. The County will accept comments for a period of thirty days.

After the thirty day comment period, the Franklin County Planning Department will formally submit the addition of the facility to the Pennsylvania Department of Environmental Protection for approval.

Upon approval by the Pennsylvania Department of Environmental Protection, the Franklin County Planning Department will notify by letter all County municipalities that a facility has been added to the Plan.

At that time, the requesting facility, hauler, municipality or business will also be notified that the facility is formally designated in the Plan for disposal of Franklin County generated municipal waste.

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**ATTACHMENT IV**

**TRANSPORTERS ORDINANCE**

# COUNTY SOLID WASTE AND RECYCLING TRANSPORTERS ORDINANCE

ORDINANCE NO. \_\_\_\_\_

COUNTY OF FRANKLIN, PENNSYLVANIA

AN ORDINANCE OF THE COUNTY OF FRANKLIN, PENNSYLVANIA, PROVIDING WASTE FLOW CONTROL REQUIREMENTS TO DIRECT WASTE TO DESIGNATED PROCESSING AND/OR DISPOSAL SITES; SETTING STANDARDS FOR COLLECTION AND TRANSPORTATION; ESTABLISHING REPORTING REQUIREMENTS AND PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE.

WHEREAS, Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction Act 101 requires that counties accept responsibilities including the preparation and implementation of municipal waste management plans that provide for the processing and disposal of the municipal waste generated within their boundaries for at least ten years; and ensure maximum feasible waste reduction and recycling of municipal waste or source separated recyclable material.

WHEREAS, it is the position of the Pennsylvania Department of Environmental Protection that counties can implement a waste flow control mechanism ensuring that the municipal waste generated within the county is disposed at the disposal sites designated in the county plan; and

WHEREAS, the Board of County Commissioners has adopted and approved the 1991 Franklin County Municipal Waste Management Plan and a revision in 201\_\_ in accordance with the requirements of Section 501 of Act 101, and said Plan has been duly ratified by the municipalities of Franklin County; and

WHEREAS, the County has the power and duty to adopt any such ordinances deemed necessary to implement this Plan and its revisions by the authority vested to the County pursuant to Act 101.

NOW, THEREFORE, the Board of County Commissioners of Franklin County hereby enact and ordain as follows:

## **SECTION 1- SHORT TITLE**

This Ordinance shall be known and referred to as the "County Solid Waste and Recycling Transporters Ordinance".

## **SECTION 2- DEFINITIONS**

The following words and phrases as used in this Ordinance shall have the meaning ascribed to them herein, unless the context clearly indicates a different meaning:

**Act 90** -- The Pennsylvania Waste Transportation Safety Program (HB 2044, Act 2002-90, June 29, 2002)

**Act 97** -- The Pennsylvania Solid Waste Management Act of 1980 (P.L. 380, No.97, July 7, 1980)

**Act 101** -- The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (SB 528, Act 1988-101, July 28, 1988)

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

**Construction/Demolition Waste** - Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term does not include the following if they are separate from other waste and are used as clean fill:

(i) Uncontaminated soil, rock, stone, gravel, brick and block, concrete and used asphalt

(ii) Waste from land clearing, grubbing and excavation

**County** - Franklin County or any agency designated as the County's representative for the purposes of this Ordinance.

**County Transporter** - Any person, firm, partnership, corporation, or public agency who is engaged in the collection and/or transportation of municipal waste and/or recyclables.

**Department or DEP** - The Pennsylvania Department of Environmental Protection.

**Disposal** - The deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters into the environment, is emitted into the air, or is discharged to the waters of the Commonwealth of Pennsylvania

**Industrial Establishment** - Any establishment engaged in manufacturing or production activities, including, but not limited to, factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

**Institutional Establishment** - Any establishment or facility engaged in services, including, but not limited to, hospitals, nursing homes, schools and universities.

**Leaf Waste** - Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

**Marketed** - The transfer of ownership of recyclable materials for the purpose of recycling the materials into a new product or use.

**Municipality** - Any local municipal government within Franklin County. A city, borough, incorporated town, township, county or an authority created by any of the foregoing.

**Municipal Waste** --Any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semi-solid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; and any sludge not meeting the definition of residual or hazardous waste under Act 97 from any municipal, commercial or institutional water supply treatment plant, wastewater treatment plant, or air pollution control facility. The term does not include any source-separated recyclable materials. For the purposes of this Ordinance, the term "Municipal Waste" shall include all types of municipal waste except infectious and chemotherapeutic waste and septage waste since all haulers of infectious and chemotherapeutic waste are licensed and regulated by the DEP under special regulations.

**Municipal Waste Disposal or Processing Facility** - A facility using land for disposing or processing of municipal waste. The facility includes land affected during the lifetime of operations, including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, transportation and storage facilities, closure and post-closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility

**Municipal Waste Landfill** - A facility using land for disposing of municipal waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post-closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

**Municipal Waste Management Plan** - A comprehensive plan for an adequate municipal waste management system in accordance with Chapter 272, Subchapter C (relating to municipal waste planning).

**Pennsylvania Waste Transportation Authorization** - An authorization issued to municipal and residual waste transporters pursuant to Act 90.

**Person** - Any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, municipality, state institution and agency, or any other legal entity recognized by law as the subject of rights and duties. In any provisions of this Ordinance prescribing a fine, penalty or imprisonment, or any combination of the foregoing, the term "person" shall include the officers and directors of any corporation or other legal entity having officers and directors.

**Plan Revision** — A change that affects the contents, terms or conditions of a Department approved plan under the Municipal Waste Planning, Recycling and Waste Reduction Act.

**Processing** - Any technology used for the purpose of reducing the volume or bulk of municipal or residual waste or any technology used to convert part or all of such materials for off-site reuse. Processing facilities include, but are not limited to, transfer stations, composting facilities and resource recovery facilities.

**Recyclables** - All metals, glass, paper, leaf waste, plastics and other materials, which would otherwise be disposed or processed as municipal waste. that are collected, separated, recovered for sale or reuse.

**Recycling** - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste,

**Recycling Facility** - A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term does not include transfer facilities, municipal waste landfills, composting facilities or resource recovery facilities.

**Sewage Sludge** - Liquid or solid sludges and other residues from a municipal sewage collection and treatment system; and liquid or solid sludges and other residues from septic and holding tank pumpings from commercial, institutional or residential establishments. The term includes materials derived from sewage sludge. The term does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of sewage sludge at a municipal sewage collection and treatment system, or grit, screenings and non-organic objects from septic and holding tank pumpings.

**Source Separated Recyclable Materials** - Materials that are separated from municipal waste at the point of origin or generation for the purpose of recycling.

**Street** - A strip of land, including the entire right-of-way, intended for use as a means of vehicular and pedestrian circulation, includes street, avenue, boulevard, road, highway, freeway, parkway, lane, alley, viaduct and any other ways used or intended to be used by vehicular traffic or pedestrians whether public or private.

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

**Transportation** - The off-site removal of any municipal waste and/or recyclables at any time after generation.

**Transporter** - Any person, firm, partnership, corporation or public agency who is engaged in the collection and/or transportation of municipal waste and/or recyclables.

For the purposes of this ordinance, the singular shall include the plural and the masculine shall include the feminine and neuter.

### **SECTION 3 - STANDARDS FOR COLLECTION AND TRANSPORTATION**

1. All Transporters operating within the County must comply with the following minimum standards and regulations:

- A. All trucks or other vehicles used for collection and transportation of municipal waste must comply with the requirements of Act 97, Act 90, and Act 101 as currently enacted or hereafter amended, and Department regulations adopted pursuant to Act 97, Act 90 and Act 101, including the Title 25, Chapter 285, Subchapter B Regulations for the Collection and Transportation of Municipal Waste as currently worded or hereafter amended.
- B. All collection and transportation vehicles conveying municipal waste and/or recyclables shall be operated and maintained in a manner that will prevent creation of a nuisance or a hazard to public health, safety and welfare.

### **SECTION 4 - PROHIBITED ACTIVITIES**

- 1. It shall be unlawful for any person to collect and or transport municipal solid waste from any sources within Franklin County in a manner that is not in accordance with the provisions of this Ordinance and the minimum standards and requirements established in Chapter 285 of the DEP's Municipal Waste Management Regulations, (as amended) or any other applicable state law.
- 2. It shall be unlawful for any person to transport any municipal waste collected from sources located within Franklin County to any processing and disposal facility other than the facilities that are designated disposal sites under the approved Franklin County Act 101 Municipal Waste Management Plan. The following types of municipal waste and materials are exempt from this sub-section:
  - a. Transporters that deliver waste to a transfer facility provided that transfer facility ultimately transports waste received from Franklin County to facilities that are designated disposal sites under the approved Franklin County Act 101 Municipal Waste Management Plan.
  - b. Transporters of infectious/chemotherapeutic waste shall be exempted from use of the designated disposal facilities.

- c. Transporters of sewage sludge shall be exempted from use of the designated disposal facilities if proof of an approved land application or composting facility is provided.
- d. Transporters of septage shall be exempted from use of the designated disposal facilities but must provide proof of use of a DEP approved land application or permitted wastewater treatment facility for disposal.
- e. Transporters of recyclables shall be exempted from use of the designated disposal facilities but must provide proof that the recyclables are taken to a material recovery processing facility or marketed for end use.

#### **SECTION 5 - EXEMPTED ACTIVITIES**

The following activities shall not be subject to the provisions of this Ordinance with respect to standards for collection, prohibited activity or penalty:

- A. Municipalities and municipally owned vehicles participating in municipally sponsored clean-up days during the time that such vehicles or municipalities are engaged in those municipally sponsored clean-up activities.
- B. Municipalities and municipally owned vehicles participating in county or municipally sponsored recycling collection during the time that such vehicles or municipalities are engaged in those county or municipally sponsored recycling activities.
- C. The transportation of less than 500 pounds of municipal waste and/or recyclables collected and/or transported as part of a non-commercial activity occasionally occurring at an individual residence.

#### **SECTION 6 - RECORDING & REPORTING REQUIREMENTS**

1. All County Transporters shall maintain current, up-to-date records of the customers serviced within Franklin County.
2. Each County Transporter shall prepare and submit on forms provided by the County, a typewritten or legibly printed annual report to the Solid Waste and Recycling Coordinator. The report shall be submitted on or before the last day of January. At a minimum, the following information shall be included in each annual report:
  - A. The total weight of each type of municipal waste and/or recyclables collected from all sources located in Franklin County during each month of the reporting period;
  - B. The name of each processing or disposal facility and/or material recovery or end market the hauler used during the reporting period and the total weight of each type of municipal waste and/or recyclable that was delivered to each site during each month of the reporting period; and
  - C. The name of each municipality in Franklin County in which the hauler collected municipal waste and/or recyclables from any source during the reporting period.

**SECTION 7 - PENALTIES**

Any person who violates any provision of this Ordinance shall, upon conviction, be guilty of a summary offense punishable, by a fine of not more than three hundred (\$300.00) dollars, or by imprisonment for a period of more than thirty (30) days, or both. Each incident shall be considered a separate and distinct offense punishable under the provisions of this Ordinance.

**SECTION 8 - INJUNCTIVE POWERS**

The County or its designated agency may petition the Court of Common Pleas of Franklin County for an injunction, either mandatory or prohibitive, in order to enforce any of the provisions of this Ordinance.

**SECTION 9 - SEVERABILITY**

In the event that any section, paragraph, sentence, clause, or phrase of this Ordinance, or any part thereof, shall be declared illegal, invalid or unconstitutional for any reason, the remaining provisions of this Ordinance shall not be affected, impaired or invalidated by such action.

**SECTION 10 - CONFLICT**

Any ordinances or any part of any ordinances, which conflict with this Ordinance are hereby repealed insofar as the same is specifically inconsistent with this Ordinance

**SECTION 11 - EFFECTIVE DATE**

This Ordinance shall take effect on \_\_\_\_\_

ORDAINED AND ENACTED into an Ordinance this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

COUNTY OF FRANKLIN

BOARD OF COMMISSIONERS

ATTEST:

\_\_\_\_\_, Chairman

(COUNTY SEAL)

\_\_\_\_\_, Commissioner

\_\_\_\_\_, Commissioner

---

**ATTACHMENT V**

**PUBLIC NOTIFICATION & COMMENT**



Part of the Texas/New Mexico Newspaper  
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**ADVERTISING INVOICE/STATEMENT**

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BILLING PERIOD		ADVERTISER/CLIENT NAME	
08/01/2011 - 08/31/2011		FRANKLIN CO PLANNING DEPARTMENT	
TOTAL AMOUNT DUE	* UNAPPLIED AMOUNT	TERMS OF PAYMENT	
\$281.63	\$0.00	Net + 15	
CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS
\$281.63	\$0.00	\$0.00	\$0.00
SALES REP	DISTRIBUTION	PAGE	
Staci Pheil	Mail	Page 1 of 1	

BILLED ACCOUNT NAME AND ADDRESS	PAGE #	BILLING DATE	REMITTANCE ADDRESS
FRANKLIN CO PLANNING DEPARTMENT 218 N 2ND ST CHAMBERSBURG, PA 172011642 USA	1	08/31/2011	MediaOnePA 1891 Loucks RD York, PA 17408-9708  ***** Please include billed account number on all remittance.
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	107691		
	ADVERTISER NUMBER		
	107691		
ADVERTISER NAME		FRANKLIN CO PLANNING DEPARTMENT	

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DATE	NEWSPAPER REFERENCE	DESCRIPTION-OTHER COMMENTS/CHARGES	SAU SIZE, BILLED UNITS	TIMES RUN RATE	AMOUNT
08/22	P65329	Balance Forward			137.00
08/12	I01157598-08122011	Payment - Thank You			-137.00
08/14	I01158191-08142011	PUBLIC NOTICE Notice is hereby given th			106.50
	PO #: Meeting, Wed. A	CHA Online, CHA Public Opinion			
	I01158191-08142011	PUBLIC NOTICE Franklin County Invites c			175.13
	PO #: Public Notice for	CHA Online, CHA Public Opinion			
			Amount to Pay:		\$281.63

**STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS**

CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$281.63	\$0.00	\$0.00	\$0.00	\$0.00	\$281.63



\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

INVOICE #	BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME
0000058081-08312011	08/01/2011 - 08/31/2011	107691	107691	FRANKLIN CO PLANNING DEPARTMENT

Thank You!

Proof of Publication  
State of Pennsylvania

Ad # 0001158191

The Public Opinion is the name of the daily newspaper(s) of general circulation published continuously for more than six months at its principal place of business, 77 North Third Street, Chambersburg, PA 17201.

PUBLIC NOTICE

Franklin County invites consulting firms to submit proposals to assist the county with a revision to the Franklin County Municipal Solid Waste Plan. Copies of the Request for Proposal (RFP) can be obtained by contacting the Franklin County Planning Department at 717-261-3855.

Proposals must be received by 4:30 p.m. on Friday, September 9, 2011. Proposals received after that date and time will not be accepted. The proposal shall be clearly labeled "Franklin County Municipal Solid Waste Plan" and shall become the property of Franklin County. Proposals will not be returned. The applicant shall submit their proposal to:

Franklin County  
Planning Commission  
Franklin County  
Administrative Annex  
218 North Second Street  
Chambersburg, PA 17201-1642

No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic or facsimile transmission. Proposals may be withdrawn prior to the above scheduled time set for closing of the proposals. Any proposal received after the date and hour specified will be rejected and returned unopened to the offeror. Franklin County reserves the right to postpone the date and time for accepting and for opening the proposals through and addendum. 158191

The printed copy of the advertisement hereto attached is a true copy, exactly as printed and published, of an advertisement printed in the regular issues of the said The Public Opinion published on the following dates, viz:

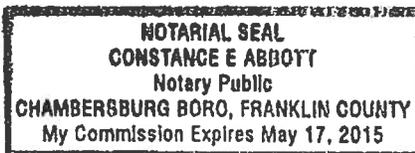
08/14/2011

**COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF FRANKLIN**

Before me, a Notary Public, personally came Melinda Woods who being duly sworn deposes and says that she is the Accountant of The Public Opinion and her personal knowledge of the publication of the advertisement mentioned in the foregoing statement as to the time, place and character of publications are true, and that the affiant is not interested in the subject matter of the above mentioned advertisement.

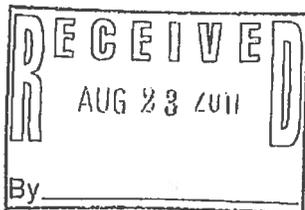
Sworn and subscribed to before me, on this 14 day of August 2011

*Constance E. Abbott* } *Melinda Woods*  
Notary Public



The charge for the following publication of above mentioned advertisement and the expense of the affidavit.

Advertisement Cost	\$160.13
Affidavit Fee	\$15.00
Total Cost	\$175.13



# Stopping polystyrene bans a 'challenge'

By Mike Verespej  
Crain News Service

The challenge of convincing legislators not to ban plastic products isn't limited to plastic bags, which have captured most of the attention of legislators the last three years, particularly on the West Coast.

Manufacturers of expanded polystyrene (PS) takeout packaging and food service ware have battled the same issue and experienced some of the same frustrations, said Monroe, Ga.-based J. Michael Martinez, regional manager of government affairs for Dart Container Corp., which is

headquartered in Mason, Mich. "We have a very big challenge," said Martinez in a presentation at the Business of Plastics conference at NPE2012. "We are dealing with legislators, school officials, consumers, the general public and students ... and how do you effectively communicate a great deal of technical information to people who do not have the technology background to be able to dive down that deep into the topic?"

He said filling in the gaps can be challenging at times because there are no set definitions of either what's green or what's sustainable and because the great preponderance of people who are interested in green products don't have a clear definition themselves.

"People say they want to do something sustainable, something green," said Martinez. "But when you ask them what they mean, nine out of 10 don't know. And most definitions are so imprecise and different that they are not helpful."

In addition, often legislators and environmentalists are "looking for an easy answer," he said.

In other cases, Martinez said, it is "difficult" to have a discussion with legislators "because state legislators and city officials have already decided what

to do" by the time a hearing is held. "Often reading the materials we sent them is immaterial to the decision."

He points out, however, that when they do read the material, it can make a difference. He pointed to one city where the legislators read the material and decided not to ban PS because the material Dart sent was read and it "recast the debate" for city officials.

But even that win had the unintended consequence of highlighting the uphill battle that manufacturers of PS takeout food service products face.

"After council decided not to

ban polystyrene, one legislator said "if we're not going to ban polystyrene, what can we ban?" That comment underscored how some legislators are "just looking to ban something," Martinez said.

The most recent bag bans were approved in Santa Cruz, Calif., and in early July Corvallis, Ore., and Issaquah, Wash., in June. That increases the number of cities that have adopted plastic bag bans this year to 42, and the total number of plastic bag bans in the U.S. to 79 - nearly two-thirds of them in California. ■

Mike Verespej is a reporter for Plastics News, a sister publication of Waste & Recycling News.

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## REQUEST FOR PROPOSAL

### REQUEST FOR PROPOSALS FOR MUNICIPAL SOLID WASTE DISPOSAL AND/OR PROCESSING CAPACITY FRANKLIN COUNTY BOARD OF COMMISSIONERS, CHAMBERSBURG, PENNSYLVANIA

In accordance with Pennsylvania Code Title 25 Environmental Protection, Chapter 272.225 Municipal Waste Planning Recycling and Waste Reduction (as amended December 22, 2000), the Franklin County Board of Commissioners has determined that additional waste disposal or processing capacity for municipal solid waste (MSW), including construction/demolition (C/D) waste and sewage sludge generated within the County is required for a period covering the next ten years. The Franklin County Board of Commissioners is hereby soliciting proposals for disposal capacity for County generated MSW, to begin in 2013.

### SOLICITATION FOR MUNICIPAL SOLID WASTE DISPOSAL SERVICES

The Franklin County Board of Commissioners will receive sealed proposals until 3:00 p.m., Prevailing Time on Friday, September 21, 2012. The Request for Proposals (R.F.P.) will be available on the Franklin County website ([www.co.franklin.pa.us](http://www.co.franklin.pa.us)) on or after August 1, 2012. All sealed proposals must include an executed Representations and Certifications Affidavit as provided in Form C of the proposal package. All proposals must be made on the Proposal Forms and be in accordance with the Requirements for Submitting Proposals contained in the Request for Proposals. The Proposer is required to submit one (1) original and two (2) copies of the Proposal to Franklin County Planning Department at the address listed below. Envelopes containing the proposals must be sealed and clearly labeled to show the name and address of the Proposer, the statement "Proposal Disposal Capacity" and be addressed to: Franklin County Planning Department, Franklin County Annex, 218 North Second Street, Chambersburg, PA 17201. Attention: Ms. Sherr Clayton. Proposers may withdraw their proposal at any time prior to the scheduled closing time for receipt of proposals. Franklin County Board of Commissioners reserves the right to reject any or all proposals, to waive any irregularities and/or information in any proposal and to make an award in any manner, consistent with applicable laws, which is deemed to be in the best interest of the County.

### REQUEST FOR PROPOSALS

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## REQUEST FOR EXPRESSION OF INTEREST

This message is to advise you that the Regional Municipality of Peel has issued a Request for Expression of Interest for:  
**DOCUMENT 2012-4211**  
**THE SUPPLY OF THERMAL CONVERSION TECHNOLOGY FOR THE LONG TERM MANAGEMENT OF RESIDUAL SOLID WASTE IN THE REGIONAL MUNICIPALITY OF PEEL**  
The Document is being made available electronically through the Region of Peel's website at the link below: <https://www.peelregion.ca/scripts/ThomasPublicat.cfm>

## BUSINESS OPPORTUNITIES

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If interested, please contact Dave Avant at: **404-456-8631**

## BUSINESS OPPORTUNITIES

### FOR SALE

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## REQUEST FOR PROPOSALS FOR MUNICIPAL SOLID WASTE DISPOSAL AND/OR PROCESSING CAPACITY

**Ms. Sherri Clayton**

Phone: N/A Fax: N/A  
Email: N/A Website: N/A

FRANKLIN COUNTY BOARD OF COMMISSIONERS,  
CHAMBERSBURG, PENNSYLVANIA

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## Today's Features

«2 of 3»



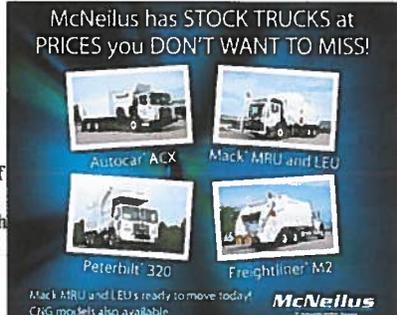
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 Fax: 717-762-3824

Franklin Co Planning Department Ig

Attn Sherri Clayton

218 N Second St

Chambersburg , PA 17201

Cust #: 00005051

Phone (717)261-3855

Date: 12/01/2012

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00089297	PUBLIC NOTICE Notice is	12/01/2012	12/01/2012	1	63.55	0.00	63.55

*Sherri Clayton 01327000-24900*

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 Waynesboro, Pennsylvania  
**PROOF OF PUBLICATION**

In compliance with the Newspaper Advertising Act of May 16, 1929, P.L. 1784, Paragraph 3, Sub-paragraph 25.

Commonwealth of Pennsylvania, County of Franklin, SS:

Personally appeared before me, a Notary Public in and for said County and State Pat Patterson who being duly sworn

according to law, deposes and says that he is the Publisher of The Record Herald Publishing Company, a Pennsylvania corporation, and its agent in this behalf; that the said Company is the publisher of The Record Herald, established in 1847, a daily newspaper of general circulation, printed and published and having its place of business at Waynesboro, Franklin County, Pennsylvania, where it has been established and published continually for more than six months prior to the publication of the notice hereto attached; that the printed notice or advertisement hereto attached is a copy of an official advertisement, official notice, legal notice or legal advertisement, exactly as printed or published in The Record Herald in its regular issue or issues on the following date or dates: 12/1/12

that neither the affiant nor The Record Herald Publishing Company is interested in the subject matter of said notice or advertising and that all of the allegations of this affidavit as to the time, place and manner of the publication are true.

Sworn to and subscribed before me this 3 day of Dec 2012  
Nicole A Kipe  
 Notary Public

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Nicole A. Kipe, Notary Public  
 Waynesboro Boro, Franklin County  
 My Commission Expires March 22, 2015  
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**Public Notice**

Notice is hereby given that the Franklin County Commissioners **WILL BE RECEIVING COMMENT ON THE DRAFT FRANKLIN COUNTY MUNICIPAL SOLID WASTE PLAN.** The plan will be presented for public viewing beginning December 1, 2012 through March 1, 2013 and will be available at the office of the Franklin County Planning Department located at 218 North Second Street in Chambersburg or online at the Franklin County website at <http://www.co.franklin.pa.us/Pages/PlanningDepartment.aspx>

Comments or questions can be directed to the Franklin County Planning Department at 717-264-3855

# Proof of Publication State of Pennsylvania

Ad # 0001307994-01

**The Public Opinion** is the name of the daily newspaper(s) of general circulation published continuously for more than six months at its principal place of business, 77 North Third Street, Chambersburg, PA 17201.

The printed copy of the advertisement hereto attached is a true copy, exactly as printed and published, of an advertisement printed in the regular issues of the said **The Public Opinion** published on the following dates, viz:

11/28/2012

## PUBLIC NOTICE

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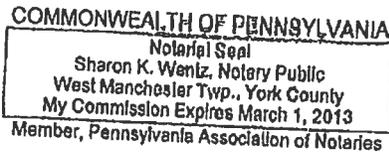
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## COMMONWEALTH OF PENNSYLVANIA COUNTY OF FRANKLIN

Before me, a Notary Public, personally came Linda Smith who being duly sworn deposes and says that she is the Layout Supervisor of The Public Opinion and her personal knowledge of the publication of the advertisement mentioned in the foregoing statement as to the time, place and character of publications are true, and that the affiant is not interested in the subject matter of the above mentioned advertisement.

Sworn and subscribed to before me, on  
this 28 day of November 2012

Sharon K. Wentz } Linda Smith  
Notary Public



The charge for the following publication of above mentioned advertisement and the expense of the affidavit.

Advertisement Cost	\$72.63
Affidavit Fee	\$5.00
Total Cost	<u>\$77.63</u>

S. C. C. C.  
01327000-24000



Part of the Texas/New Mexico Newspaper Partnership - Federal ID 06-1684210

**ADVERTISING INVOICE/STATEMENT**

Billing Inquiries: (855) 664-5862  
 Business Office FAX: (717) 505-4771  
 Advertising FAX: (717) 764-6130  
 Classified FAX: (717) 767-3567  
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BILLING PERIOD	ADVERTISER/CLIENT NAME
03/01/2013 - 03/31/2013	FRANKLIN COUNTY PLANNING DEPT

TOTAL AMOUNT DUE	*UNAPPLIED AMOUNT	TERMS OF PAYMENT
\$1,090.50	\$0.00	Net + 15

CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS
\$1,090.50	\$0.00	\$0.00	\$0.00
SALES REP	DISTRIBUTION	PAGE	
Staci Pheil	Mail	Page 1 of 1	

BILLED TO/ACCOUNT NAME AND ADDRESS	PAGE #	BILLING DATE	REMITTANCE ADDRESS
FRANKLIN COUNTY PLANNING DEPT ACCOUNTS PAYABLE 218 N 2ND ST CHAMBERSBURG, PA 172011642 USA	1	04/01/2013	MediaOnePA P.O. Box 65240 Colorado Springs, CO 80962-5240
	BILLED ACCT NUMBER		**** Please include billed account number on all remittance.
	107691		
	ADVERTISER NUMBER		
	107691		
	ADVERTISER NAME		
	FRANKLIN COUNTY PLANNING		

To support education, please check here and include \$1.00 additional with your payment to contribute to the Newspaper in Education program.

IF PAYING BY CREDIT CARD:



Acct. #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ C.V.V. \_\_\_\_\_

Signature: \_\_\_\_\_

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	DESCRIPTION-OTHER COMMENTS/CHARGES	SALE SIZE, BILLED UNITS	TIME/RATE	AMOUNT
		Balance Forward			867.13
03/11	P124022	Payment - Thank You			-140.00
03/19	P124630	Payment - Thank You			-727.13
03/01	101334492-03012013	CHA Main- municipal solid waste plan	3.00 x 10.0000	1	495.00
		CHA Public Opinion	30.00	16.5000	
03/08	101334492-03082013	CHA Main- municipal solid waste plan	3.00 x 10.0000	1	495.00
		CHA Public Opinion	30.00	16.5000	
03/12	101337735-03122013	PUBLIC NOTICE The Franklin County Rural			100.50
		CHA Online, CHA Public Opinion			
		Amount to Pay:			\$1,090.50

RECEIVED

APR 08 2013

FISCAL DEPT

APPROVED

DATE

**STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS**

CURRENT NET AMOUNT DUE	30 DAYS	60 DAYS	OVER 90 DAYS	*UNAPPLIED AMOUNT	TOTAL AMOUNT DUE
\$1,090.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,090.50



\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

ISSUE NUMBER	BILLING PERIOD	ADVERTISER INFORMATION		ADVERTISER/CLIENT NAME
0000114490-04012013	03/01/2013 - 03/31/2013	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	
		107691	107691	FRANKLIN COUNTY PLANNING DEPT

Thank You!

Trucks

▲ From pp. 14

ry's restaurant, declined to comment about the antibiotic without first making a copy of the certificate that don't add up," Jeroski said.

There are a lot of things that don't add up," Jeroski said. "Nothing is getting to change until there is a change in leadership at Borough Hall, which is being investigated."

A borough officer is entitled to do inspections through the U.S. Department of Transportation's Motor Carrier Safety Assistance Program. The officer was required to conduct 32 truck inspections in 2012 to maintain his certification.

The Tuscarora Area Chamber of Commerce led three Right-to-Know requests with the borough for information about the borough's MCSAP inspection program. The borough granted two — one for a copy of the chief prespector's a chamber meeting on Jan. 23 and another about the funding source for

a police vehicle. The chief, asking specific questions about the program, was denied, and the chamber has appealed to the Pennsylvania Office of Open Records.

Public Opinion made its Right-to-Know request on Jan. 21 in response to police concerns about the roadside inspections.

After continued public outcry Mayor James Zappala on Feb. 20 ordered the inspections stopped. Public Opinion received the borough's Right-to-Know response a week later.

The inspection reports, which contain specific infractions on specific trucks, constitute an agency record relating to a specific investigation, according to Borough Manager Tommy Oberholzer, and so are not subject to Pennsylvania's Right-to-Know law.

"The police can release the reports with redaction, but they are not required to do so by the Right-to-Know law," said Melissa Miele with media law counsel for the Pennsylvania News Media Association.

"The criminal investigation exemption is very broad and exempts most police investigatory material. The Right-to-Know law gives agencies the discretion to release records that fall under an exemption, if it serves the public interest and it is not otherwise prohibited. The police here chose not to exercise discretion in this situation."

Merensburg police during the year made 25 driving under the influence arrests, including two in the final quarter, according to the chief's reports to council. Area managers have objected to police leaving patrons when they leave clubs and restaurants.

In the final three months of 2012, police wrote 87 citations for other traffic violations and 54 parking tickets. They made eight arrests on summary charges, three on misdemeanors and two felonies. They investigated 23 crimes and arrested 290 suspects.

Jim Hook can be reached at 248-4199 and posted at cwrjournal.com.

Dems chide Corbett aide for lack of voter ID info

By PETER JACKSON Associated Press

HARRISBURG — Democrats on the House budget-writing committee Thursday accused Gov. Corbett's chief of staff of not doing enough to prepare for the possibility that Pennsylvania's election voter identification law will be reversed in this year's general election.

The lawmakers questioned Secretary of State Carol Albala about Republican Gov. Tom Corbett's decision not to include money for outreach efforts to his 2012 voters' plan even though the law could be in full effect — or overturned — by the time voters head to the polls in November.

"The (law) has created tremendous confusion," said Rep. Matthew Beaman, D-Scranton. "People have no idea what the status of their ability to vote. We're going to have to educate people. There's got to be some preparation for that."

Albala defended her department's efforts, saying it spent \$4.9 million in fiscal year 2012 on a multi-media campaign to explain the new requirement that all voters show photo ID at the polls.

"There is a high level of awareness about voter ID across Pennsylvania," Albala asserted in testimony before the House Appropriations Committee.

Even though the law was signed in March 2012, the requirement has never been enforced because of a pending lawsuit challenging its constitutionality.

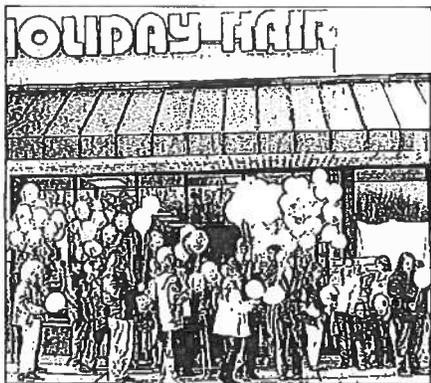
A court order barred it from taking effect as scheduled in the presidential election and will remain in force in the May primary. A trial in Commonwealth Court is scheduled for July, although case is ultimately expected to be settled by the state Supreme Court. It's not clear, however, if the matter will be settled before the Nov. 6 election.

The bill was approved in the Legislature without a single Democratic vote, fueling criticism of politically polarized debate.

Democrats said it was a thinly veiled attempt by Republicans to discourage minorities, senior citizens and other Democratic-leaning groups from voting, while Republicans risked it provided protection against voter fraud. Albala said Thursday that she had no written and knew of no incidents of voter fraud in last year's election.

Albala said federal money not available for a similar voter education drive last year, because there are no federal elections, and state funds for that purpose are included in the GOP governor's budget plan for the fiscal year that starts July 1.

Once the court case is resolved, the state will do everything in our power, within our means," to ensure voters understand the law, she said.



Balloon release

Daughter, The family and friends of Papa Michael gathered Wednesday at her place of employment, Holiday Hub in Chambersburg. They released balloons in honor of her birthday. Friday, Michael was killed in a car accident on Interstate 81 in Spirit Lake.

The Pennsylvania Home Show Over 300 Exhibitors

March 2 through 10

SPECIAL EVENTS



CIVIL WAR RE-ENACTOR ENCAMPMENT - SUNDAY, MARCH 3 11 a.m.-3 p.m.

Saturdays 10 a.m.-8 p.m.

Sundays 10 a.m.-8 p.m.

Monday-Thursday Noon-6 p.m.

Friday Noon-8 p.m.

SENIOR DAY - MONDAY, MARCH 4 \$5 admission (save \$1)

PA State Farm Show Complex Hershey - (717) 534-9141

New Reduced Price \$9.95 tickets for \$12.00. Or \$12.00 tickets for \$15.00 with acceptance by Feb. 15.

THE BEAUTIFUL LOG HOME - SOLD TO THE HIGHEST BIDDER

Your car has been sold. Showtime for a sold car auction is on Sunday, March 3, 2 p.m. with a live auction by All Day Auction. It is conducted by Dutchman Ferry Area Auction. Call 717-534-9141 or 717-534-9112.

www.PAHomeShow.com

FRANKLIN COUNTY COMMISSIONERS RELEASE DRAFT MUNICIPAL SOLID WASTE PLAN REVISION FOR PUBLIC COMMENT

The Franklin County Commissioners will be receiving comment on the draft Franklin County Municipal Solid Waste Plan. The plan will be presented for public review beginning March 1, 2013 through June 1, 2013, and will be available at the office of the Franklin County Planning Department located at 218 North Second Street in Chambersburg or online at the Franklin County Website at <http://www.co.franklin.pa.us/Pages/PlanningDepartment.aspx>

The draft revision to the Franklin County Municipal Solid Waste Plan serves as the county's guide to address waste disposal capacity and recycling efforts for the next 10 years. The selection of the municipal solid waste receiving facilities was undertaken through a fair, open and competitive process. The facilities that successfully responded through this process and can provide adequate capacity for the waste generated by Franklin County residents includes; Blue Ridge Landfill, Conestoga Landfill, Cumberland County Landfill, Grand Central Sanitary Landfill, Modern Landfill, Mostellar Landfill, Mountain View Reclamation, Mountainview Landfill, Shade Landfill, Western, Berks Landfill, and WSI Sandy Run Landfill. This plan adheres to the guidance provided by the Pennsylvania Department of Environmental Protection.

A public hearing will be held on Thursday, March 28, 2013 at 9:45 am in the Commissioner's Office meeting room located at 14 N. Main Street in Chambersburg. Comments will be received by the Franklin County Planning Department located at 218 North Second Street in Chambersburg. Comments may also be emailed to [sclynton@co.franklin.pa.us](mailto:sclynton@co.franklin.pa.us) until the comment period expires. Questions should be directed to the planning department at 717-261-3855.

Dynamic! Gripping! Challenging! The teaching-preaching ministry of Daniel D. Hughes, UIM International missionary in New Mexico, who will speak at Greenville Church of God 5164 Philadelphia Ave., Chambersburg, PA Sunday, March 3rd to Wednesday, March 6th, 2013 7:00 PM each evening. Theme: "The Power of True Conversion in the Life of the Church" Nursery - Children's Programming Provided

PELLET EVENT SAVE SOME GREAT SWITCH TO PELLET HEAT SAVE UP TO \$500 with purchase of a qualifying pellet stove or insert. Get \$200 towards pellet fuel & up to a \$300 tax credit. HARMAN HEARTHPLACE STORE SHOP (Low mch 3-16-13) 1743 Pine Road Newville, PA 17241 (717) 488-7690 4303 Carlisle Pike Camp Hill, PA 17011 (717) 761-1617 Monday-Thursday 10-6; Friday 10-7; Saturday 9-3, Closed Sunday www.AESHearthplace.com

Business digest

Groups issue challenge to license dogs

HARRISBURG — Agriculture Secretary George Gettys, state dog veterinarians and pet specialty retailers have issued a challenge to Pennsylvania's dog licensing law...

If the licensing goal is met, PetSmart will donate \$100,000 to the Pennsylvania State Dog, a nonprofit that trains and provides services and boarding dogs to help children and seniors...

The rest of trading and placing one service dog is about \$20,000. Funding and donations by nonprofits, groups and employers help defray the cost.

State law requires all dogs three months and older to be licensed each year. Owners who fail to license their dogs could face a fine of up to \$300 for each unlicensed dog.

For more information, visit www.pennstate.gov/PALicensure or call the Dog Law Enforcement Office at (717) 767-5362.

Ford recalls 230,000 minivans over rust

DETROIT (AP) — Ford is recalling 230,000 minivans in 20 states and Washington, D.C., to fix rust problems that can cause the minivans to rust.

The company says the rust affects Ford Flex and Mercury Mariner minivans from the 2003 through 2007 model years. They were sold mainly in Canada and U.S. states where salt is used to clear roads in the winter.

Ford said Thursday that rust can weaken the metal body structure that hold the minivans together in the rear door. The company says no crashes or injuries have been reported from the problem.

Dealers will install new salt-resistant brackets, painting them outside of the area that can rust. They'll also install panels above the rear wheel to prevent water from entering. Ford spokeswoman Kathleen Fisher said.

Owners will be notified of the recall by letter during the last week of March. The U.S. National Highway Traffic Safety Administration began recalling the vans from the 2003 model year in December, and in 2008 through 2007 to the recall in April because they all have similar rust at danger.

The recall covers 194,700 minivans in the U.S. and another 33,000 minivans in Canada, Fisher said.

Used in Connecticut, Iowa, Massachusetts, New Hampshire, New Jersey, New York, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, D.C., and Long Beach.

Investor class recovers its money

By CHRISTOPHER S. AUGABER
AP economics writer

WASHINGTON — It took 5 1/2 years.

Swinging stock prices and steadily lower prices for bonds have finally allowed Americans to regain the \$16 trillion in wealth they lost to the Great Recession. The gains are helping support the recovery and could lead to further spending and growth.

The recovered wealth — most of it from higher stock prices — has been lifting the economy and providing a boost to the Great Recession. The gains are helping support the recovery and could lead to further spending and growth.

By contrast, middle-class wealth is mostly in the form of home equity, which has risen more slowly. Household wealth increased to \$96.1 billion at the end of 2012, the Federal Reserve said Thursday. It was \$1.7 billion more than three months earlier and 63 percent of the pre-recession peak.

Further increases in stock and home prices this year mean that Americans' net worth has risen sharply since the recession. The value of household wealth has increased to \$96.1 billion in early 2013.

U.S. household wealth regains its pre-recession level; stocks outpace middle-class home equity

'It's all but certain that we surpassed that peak in the first quarter,' said Steven Smith, senior economist at Moody's Analytics. Household wealth, or net worth, reflects the value of assets like homes, stocks and bank accounts minus debts like mortgages and credit cards. Household net worth has exceeded that peak since late 2009 and has risen 10 percent since then. The recovery is well advanced, Smith says, and the economy is growing at a steady pace. The value of household net worth has risen 10 percent since then. The recovery is well advanced, Smith says, and the economy is growing at a steady pace.

Household wealth increased to \$96.1 billion at the end of 2012, the Federal Reserve said Thursday. It was \$1.7 billion more than three months earlier and 63 percent of the pre-recession peak. Further increases in stock and home prices this year mean that Americans' net worth has risen sharply since the recession. The value of household wealth has increased to \$96.1 billion in early 2013.

are skeptical that higher prices will last, Smith said. They won't necessarily spend more as a result. Finally, the upper-income Americans who have benefited most from the nation's recovered wealth don't tend to spend as much of their money as Americans overall do.

For the past five years, middle-class Americans have sold stocks and reduced their holdings of the rebound. In the October-December period, Americans sold more than \$460 billion in stocks and bought \$229 billion in bonds, the Fed's report shows.

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Pa. lawyers: Thousands wrongly lost Medicaid

By MARY LEVY
AP Health Writer

HARRISBURG (AP) — The number of people who were wrongly denied Pennsylvania Medicaid rolls could reach 100,000, state officials say.

The state's Medicaid rolls are the largest in the nation, with more than 3 million people enrolled. The state's Medicaid rolls are the largest in the nation, with more than 3 million people enrolled.

Of the 7,311, some 3,719 people were re-enrolled in Medicaid by the department, County Legal Services said. Another 3,592 people had already responded and were re-enrolled in Medicaid even before they responded to the letter, the department said.

On Tuesday, the department's acting secretary, Ben Madorsky, told the Senate Ag committee that the department had had their 3,592 letters reviewed and that 3,592 people were re-enrolled in Medicaid. The department had had their 3,592 letters reviewed and that 3,592 people were re-enrolled in Medicaid.

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Stocks gain for 5th day on joblessness report

By MARY LEVY
AP Economics Writer

NEW YORK (AP) — The Dow pushed further into record territory Thursday, having surpassed its previous all-time high two days ago. The catalyst was the federal evidence that hiring is picking up.

Stocks started higher after the Labor Department reported that the number of Americans seeking unemployment aid fell by 7,000 last week, during the four-week average to fall to 1.7 million in five years. The drop is a positive sign about the job market.

The Dow Jones industrial average rose 31.23 points, or 0.3 percent, to 12,123.45. The Standard & Poor's 500 index rose 2.60 points, or 0.2 percent, to 1,644.26. Both indexes rose for the fifth day straight.

The Dow finished through a record high Tuesday and has added to its gains since then. The S&P 500 is also doing in on its own record high of 1,565, which was also reached on Oct. 9, 2007, the same day of the Dow's previous peak.

Investors have been buying stocks on optimism that employers are slowly starting to hire again and that the economy is recovering. Growing company earnings are also encouraging investors to get into the market. The Dow is 9.4 percent higher this year on the broader S&P 500 is up 8.3 percent.

If you have a small-business idea, you can get an attorney's advice, but don't be surprised to see some red flags, especially after the big run we've had. Bill Madorsky, chief market strategist at RBC Capital Group,

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PUBLIC NOTICE
AS A RESULT OF REPOSSESSED MERCHANDISE LIQUIDATION SALE ONE DAY ONLY 55% TO 75% OFF ENTIRE INVENTORY
To Secure Cash For Original Owners PERSIAN AND ORIENTAL RUGS
PACKED IN BALES TO BE OPENED FRI 3/08
SEPARATED UNITARILY FOR PUBLIC SALE FRI 3/08
EACH CARPET TO BE SOLED - LIQUIDATED SERVICELY
41 SALES CONSIST OF 277 PIECES FROM 2'x3' UP TO 12'x26' 8" BETWEEN HANDEL FROM 3'x5' UP TO 30'x42' IN DIFFERENT COLORS TO INCLUDE KASHAN, FARAZ, ISPAHAN, BOKARA, HEZZ, BILAR, SAKOVIC, OSMAN, TOKAT, BUKAT
ON FRI 3/08 11:00AM - 8PM AT QUALITY RUGS AND CARPETS 1015 WORTH AVE #111 EXT 14
WE HAVE BEEN COMMISSIONED TO LIQUIDATE A LARGE INVENTORY OF ORIENTAL RUGS COMPREHENSIVE WITH OUR GOODS OF EQUAL VALUE, CONTRACTED BY APPROVED AND REPUTABLE BULK BUYERS, CHINA, ETC. ALL RUGS PROVIDED WITH CERTIFICATE OF APPRAISAL & AUTHENTICITY. DEALERS & DECORATORS BEWARE SALES TAX CELEBRATE! TERMS: CASH OR CREDIT, VISA, M/C, A.M.E.X, DISC. PLEASE SEE AD FOR BOOK PRICES
RTO 301-456-2990 WE BUY OR EXCHANGE OLD RUGS ALL RANBAN RUG WERE IMPORTED BEFORE EBAY.COM



- 5. Ken Jones commented at the Commissioners' hearing. Commented that there needs to be more education and is concerned regarding trash falling out of trucks while traveling the highways. Mr. Jones' comments were acknowledged at the hearing.**
- 6. Allen Piper commented at the Commissioners' hearing. Questioned who the SWAC members were and who established the membership. He felt there should be other committee members (average people, farmers). Also questioned whether the plan had anything to do with stream protection. Mr. Piper's questions were answered at the hearing.**
- 7. Richard Bapst (Chambersburg Waste Paper (CWP) and PA Independent Waste Haulers Association) commented at the Commissioners' hearing. Questioned County administrative fees and whether they are still being paid. These are now considered in violation of Act 101. Also questioned the effectiveness of proposed efforts to curtail illegal dumping. The Transporters Ordinance should also be reviewed for consistency with regard to annual vs. quarterly reports and feasibility of providing customer lists and proof of disposal at accepted County facilities. Also concerned about being not included on purpose at a recent meeting. Mr. Bapst's questions were answered at the hearing and his comments regarding the Transporters Ordinance were also addressed via revisions in the Plan.**

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**ATTACHMENT VI**

**MINUTES OF**  
**COUNTY COMMISSIONERS' PUBLIC HEARING**

**PRELIMINARY AGENDA**

**As of, March 27, 2013  
For meeting, March 28, 2013  
Starting at 9:30 a.m.**

FRANKLIN COUNTY COMMISSIONERS  
FRANKLIN COUNTY COMMISSIONERS OFFICE COMPLEX

**AGENDA TOPICS**

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**APPROVE THE AGENDA**

**PUBLIC COMMENT**

**APPROVE VOUCHERS**

**APPROVE MINUTES**

Tuesday, March 19, 2013

Thursday, March 21, 2013

**NEW BUSINESS**

**BOARD ACTIONS**

See attached listing

**BID AWARD/REJECT**

9:40 a.m. – Award/Reject for Falling Spring Nursing and Rehabilitation Center Boiler Room  
Asbestos Abatement Project.

**PUBLIC HEARING**

Sherri Clayton, Senior Planner and Phil Tarquino, Planning Director will be present to conduct a  
public hearing on the County's Solid Waste Plan.

**PRESS TIME**

\* \* \*

**PLEASE NOTE**

The foregoing is a Preliminary Agenda reflecting the Agenda as of the date of its preparation. It is provided for your convenience only and is not intended to be Public Notice of any Board proceeding. Items may be deleted or added prior to and/or the day of the meeting. To be certain of an opportunity to participate in the discussion of any item, whether itemized on this Agenda or not, you are advised to attend this meeting.

Franklin County encourages qualified persons with disabilities to participate in its programs and activities. If you anticipate needing any type of accommodation or have questions about the physical access provided, please contact the Franklin County Commissioners Office at (717) 261-3812.

FRANKLIN COUNTY

CONFERENCE: FRANKLIN COUNTY COMMISSIONERS DATE: March 28, 2013

<u>PRINT NAME</u>	<u>TITLE/OFFICE</u>	<u>SIGNATURE</u>
Richard G. Jones PATRICK EVANS	CRB FRANKLIN ADVISORY	[Signature]
Kees Jones	CRG VP	[Signature]
Jay Lightfoot	CRB	[Signature]
TIM CORMAN	Martin & Martin	[Signature]
Michael Curl	Martin & Martin	[Signature]
Debra Kennedy	Deputy Controller	[Signature]
Mary Burkholder	Citizen	[Signature]
Michelle Jimmy	citizen	[Signature]
ALLEN C. TIGER	CRG Pres	[Signature]
Phil Tarantino	Pian	[Signature]
Sheniel	Planner	[Signature]
Rockelle Barvinchade	Planner	[Signature]
RICHARD BAYST	PA Insp. Waste Handling	[Signature]
Kelly Adams	CWP	[Signature]
MIKE CHESTNUT	WASH TRP	[Signature]

NEWS REPORTERS

marcus Rauhert P.O. [Signature]

THURSDAY, MARCH 28, 2013

The Franklin County Commissioners met Thursday, March 28, 2013, with the following members present: David S. Keller, Robert L. Thomas and Robert G. Ziobrowski. Chairman Keller presided and after calling the meeting to order, a Moment of Silence, and the Pledge of Allegiance proceeded with the business of the day.

On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved to adopt the agenda.

Ken Jones from Chambersburg provided public that he would like a brief explanation of item #1 with Franklin Advisory and who will be responsible for the \$10,350?

Allen Piper provided public comment and he echoes sentiments of Ken Jones relating to item #1. He did attend the Council of Government (COG) meeting where this was discussed but he is concerned about the \$10,350 and involvement with COG. His concern relates to the cooperation between the townships and inventory of their equipment with exception of one township to try to find cost savings to share equipment with other townships. Mr. Piper does have a problem with extra layers of government. What does it mean, how far will it go in the future, and what is the impact on tax payers.

On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved all bills presented and ordered paid.

On a motion by Robert G. Ziobrowski, seconded by David S. Keller; approved the minutes of March 19, 2013 while Commissioner Thomas abstained. On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved the minutes of March 21, 2013 meetings.

Commissioner Ziobrowski wanted to offer an explanation of the Franklin Advisory agreement since he is Chairman of COG which includes most Townships and School Districts. Most Township Supervisors are working supervisors and to take time off to come to meeting is a challenge but most do attend. He said Townships have been sharing equipment forever but always on an adhoc basis. The townships work well together but there has never been an inventory of what each Township has and there is redundancy of equipment, which is not a good idea. For townships to organize an inventory it is a challenge. The County established a multi municipal development fund for municipalities that want to work together, this is a County budgeted item. There were a number of discussions about this idea and there was widespread acceptance. Mr. Evans' consultant group will inventory equipment of any municipality that requests it. Commissioner Ziobrowski said there is no additional layer of government this is simply an inventory of equipment. This initiative came through COG, but is not a COG initiative; there is no requirement to be involved. Commissioner Thomas said there is no additional layer of government, he sees this as enabling and utilizing equipment that have in existence. This is a \$10,000 investment into government efficiency and have to spend a little to get ahead and will pay for itself in future. Chairman Keller said the taxpayer impact will be positive and \$10,000 will go to Mr. Evans to do the inventory work, look at condition of equipment, look at tools to maintain to repair, and skills of personnel. The potential is to lead to coordinating of sharing equipment. Share purchasing of road materials, and to get a better price of providers or additional equipment required that none of the boroughs and townships have. Pat Evans spoke and concurs with what the Board said, but there is one thing that hasn't been discussed. This inventory list could presented to the Emergency Management team if there is an emergency so need to know what have before need to ask what need to use. He is not

continued on page 2

recommending any change in government. Mr. Evans said we need to know condition, age and life cycle of equipment. Commissioner Ziobrowski said the potential for this goes beyond what doing right now, down the road if two or three townships decide to rent milling equipment this will help tax payers; this could go further and is one step at a time.

Commissioner Ziobrowski said there are a couple actions included today that were not included Tuesday so he asked John Hart, County Administrator for an explanation. Mr. Hart said there is a notice to proceed, waivers and agreements related to boiler project at the Falling Springs Nursing & Rehabilitation that the Board awarded bid in February. There is a need to move quickly due to the State mandating dates when can and can't turn off boilers at the nursing home.

The Board reviewed Commissioners Office matters. On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved the Business Consultant Agreement between the County of Franklin and Franklin Advisory to facilitate with the County of Franklin and the Board of Franklin County Council of Governments to provide for the development of a complete inventory of capital equipment as defined in item 1 and 2 of the agreement at a total cost of \$10,350.00 for the period of March 28, 2013 through July 31, 2013.

The Board reviewed Coroner matters. On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved the contract between the County of Franklin and Jan Sulcove to provide contracted attorney services at a cost not to exceed \$112.00 per hour, with no more than 100 hours billed annually without consent and approval by the Coroner and the Board of Commissioners for the period of January 1, 2013 through December 31, 2013.

The Board reviewed Grants matters. On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved the agreement between the County of Franklin and PA Homeless Management Information System to enable select county staff access to the statewide data system that tracks performance of the Emergency Solutions Grant (ESG). We currently have access to PA HMIS for existing HUD grants, but the requirement to enter ESG data is a new request this year. This is only a change in the system, there are no costs involved and it is a requirement from PA Department of Community and Economic Development.

The Board reviewed Human Resources matters. On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved the Bereavement Leave (Funeral Leave) Policy, Revision Number 312.01, to grant employees with paid days off to cope with the death and grieving of a family member.

The Board reviewed Human Resources matters. On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved the agreement between the County of Franklin and O.C. Tanner Recognition Company for purchasing service awards for employees being recognized for 2012-2013 service, at a cost of \$11,952.00 plus up to \$2,450.00 shipping. Three quotes were received and O.C. Tanner is the company recommended due to having the best selection of products

The Board reviewed Jail matters. On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved the amendment to the Agreement between the County of Franklin and PrimeCare Medical, Inc. which provides comprehensive health services for inmates at the Jail with a 2.0% cost of living increase for a total of \$1,504,567.20 for the period of January 1, 2013 through December 31, 2013. All other terms and conditions of the original agreement will remain in full force and effect.

Continued on page 3

The Board reviewed Nursing Home matters. On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved the agreement between the County of Franklin and Ability Network, Inc., a Novitas Medicare Services approved network service vendor to access the HIPAA Eligibility Transaction System, which replaces the Common Working File for verifying Medicare coverage and benefits for new admissions at an annual with auto renewal cost of \$450.00.

The Board reviewed Property Management matters. On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved the Notice to Proceed, Agreement, and Waiver of Liens to Oyler Electric for the Nursing Home Boiler Project Bid awarded by the Board on February 14, 2013 for a total bid price of \$109,925.00.

The Board reviewed additional Property Management matters. On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved the Notice to Proceed, Agreement, and Waiver of Liens to Rodney B. Smith Plumbing for the Nursing Home Boiler Project Bid awarded by the Board on February 14, 2013 for a total bid price of \$996,084.00.

The Board reviewed Tuscarora Managed Care Alliance matters. On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved the renewal of Agreement between the County of Franklin and TMCA for the period of January 1, 2013 through December 31, 2013, increasing the County's reimbursement amount by \$9,006.00, from \$363,087.00 to \$372,093.00 to pay for personnel with payroll and benefits to be reimbursed by TMCA. All other terms and conditions remain the same.

In accordance with PA Act 14 notifications, Falling Spring Environmental Services, Inc. notified the County of a Pennsylvania Department of Environmental NPDES Permit renewal application being applied by Fellowship of Bible Churches, Inc. (Camp Tohiglo), Montgomery Township for a wastewater treatment facility.

The Board reviewed Property Management matters. John Hart, County Administrator said the County solicitor and staff reviewed the proposals received and recommends Power Component, Inc. as the lowest bidder. On a motion by Robert L. Thomas, seconded by Robert G. Ziobrowski; unanimously approved to award the bid for the Falling Spring Nursing and Rehabilitation Center Boiler Room Asbestos Abatement Project to Power Component, Inc. for a total bid price of \$17,400.00. This proposal is the lowest responsible bidder.

Tim Cormany from Martin and Martin, Phil Tarquino, Planning Director and Sherri Clayton, Senior Planner conducted a public hearing on the Solid Waste Plan. Mr. Cormany said the public comment period will go through June. The plan needs to be adopted by the Board of Commissioners within 60 days of end of public comment period. Once this happens, the plan needs to be sent to each municipality so they can ratify or vote not to ratify the plan then its sent Department of Environmental Protection. Mr. Cormany provided a snapshot of Franklin County and mentioned that waste numbers in 2011 were 98,000 tons which equals 3 lbs. garbage a day, per person in the County. Recyclables in 2011 measured 24,060 tons which is 23.5% figure for recycles. The State requests this number reach 35%. Mr. Cormany provided history of the process of solid waste plan and the last plan expired in 2001 so its 12 years overdue. He said the waste plan looks at municipal waste, residential waste, C&D waste, sludge and septage waste, ICW asbestos, and hazardous waste. Franklin County has two facilities for disposal which are: Blue Ridge Landfill and Mountain View Reclamation and another facility in Washington Township has a transfer station and recyclable facility. Mr.

Cormany says in 2011, 90% of waste stays in boundaries of Franklin County, 8.5% goes to Cumberland County and 2.1-7% goes to other areas. He said nearly every municipality in Franklin County has a form of recycling. Only two municipalities that don't have a formal facility are Orrstown Borough and Southampton Township. He said in Franklin County a lot of people rely on private contractors to dispose of their waste. There are more opportunities since the last plan update in 2001. Mr. Cormany said they put out an RFP for waste disposal services and received proposals back by twelve facilities from across the state. He provided the following proposed implementation items: Will need a county transporters ordinance developed; establish recycling advisory committee to enhance the County website; reassess need for solid waste & recycling coordinator and if add a position the state would pay for ½ position; partnerships with schools/municipalities/ business & industry, special collection events & awareness campaigns; county procurement policy; and county waste minimization/recycling policies. He said the County needs to be seen as an active group and monitoring own facilities to see how can improve what doing in own county and can look to us as a model.

Chairman Keller opened the floor for public comments.

Michelle Jansen asked why the state has a 35% recycling goal and what is that based on? Mr. Cormany doesn't know where that came from and Mike Christopher said it's arbitrary. She asked why developing a new plan took so long? Mr. Tarquino said the previous plan had a roll over clause that rolled over every year. Mr. Cormany said they did develop a draft plan but it was never accepted by DEP. Ms. Jansen asked where does she get rid of fluorescent bulbs? Mr. Cormany suggests she contact Planning. She has concerns about CFL bulbs as they are a hazardous product and she does not use them in her home.

Richard Bapst representing Chambersburg Waste Paper and PA Independent Waste Haulers Association said there are good ideas but there are a lot of things that need consideration and reviewed. County admin fees if still in existence and if landfills are still paying they are doing at their benefit. There was a court case that the State of Pennsylvania admin fees are illegal and in violation of Act 101, so they might want to rephrase that section. He said on the Ordinance, page 43, about illegal dumping activity, he wants to know how that will occur. He said most illegal dumping is done by residents that don't want to pay for trash collection, he doesn't see how this will curtail illegal dumping. Mr. Bapst would like to see how we provide economic services to curb illegal dumping and burning. He said Lurgan Township has a program that residents can bring bag trash and recyclables and the program works well and doesn't see this addressed in this work plan. Another issue is providing proof of taking recyclables to facilities and have transporters provide a list of customers and there is not a hauler in PA that will provide a customer list. He said they are contradicting themselves in requirements on page 112 that will prepare an annual or a quarterly report. This is not in act 101. He said there are a number of things that need to look at in the transporter ordinance. Mr. Cormany responded this is a draft plan and would like to see these issues in writing. Mr. Bapst said there was a meeting that he was not included on purpose.

Ken Jones said illegal dumping may be a problem in some areas but other dumping such as trash trucks driving down highway, he sees trash falling out even full bags. People who have pickup trucks use their beds for trash so that trash flies out while driving down the road, there should be more education.

Continued on page 5

Allen Piper, President of CRG, would like to know who the twelve members on the Solid Waste Committee. Who establishes and proposes members? Mr. Tarquino answered that Act 101 designates the occupations of the members. The following were appointed by the Board in 2011: Commissioner Thomas, Mike Christopher, representatives from: Chambersburg Borough, Greene Township, Letterkenny Army Depot, the two landfills and they did invite someone from Chambersburg Waste paper, a member of DEP, and Mr. Cormany. Mr. Piper asked if this plan has anything to do with streams? Mr. Cormany answered that it does not apply to nutrient management plans or farmers businesses, it applies to environment in a whole. Mr. Piper asked of the twelve members, are any farmers? He thinks there should be other people on this committee. Commissioner Thomas said it was stated earlier that the Conservation District has responsibilities. He said the Solid Waste Plan is for residential but manure waste is a different vehicle with rules through DEP. There should be more average people sitting on these committees. Mr. Tarquino read from Act 101 that there is discretion of who can be selected.

Mike Christopher from Washington Township commended Martin & Martin for work they did. He has prepared a lot of plans and directed a comment to Mr. Bapst that he should have brought up the issues he mentioned during the scheduled meetings. Mr. Bapst responded that the committee and Martin and Martin have done everything to exclude them and even asked for emails of future meetings and never received anything. Sherri Clayton responded that she did send everything out via email and they were large documents and did get some emails back that too large so that may have been a problem. Mr. Christopher asked why bring them up now but there is still time to address the issues.

Commissioner Thomas said he volunteered for this board and the participation was very active with active discussion. He said 23% of recycling was not acceptable to everyone in the room. How can we get word out to residents on recycling was brought up. No one got paid for their time and it was all volunteer work. He said comments made will be taken into consideration. No one was intending to shut anyone out and Mr. Bapst was on all emails and communication. This is a good plan.

Mr. Cormany said with any plan it is only as good as implementation that follows, hard part will be in the next 10 years to make things happen.

Chairman Keller thanked Mr. Cormany for presenting to the Board and members of the public for their interest and for participating in this hearing. The Board will look for follow-up on the comments made today and in the near future.

The meeting was adjourned at 11:03 a.m. with a motion by Robert L. Thomas; seconded by Robert G. Ziobrowski.

FRANKLIN COUNTY COMMISSIONERS

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**ATTACHMENT VII**

**MINUTES & RECOMMENDATION OF COUNTY PLANNING COMMISSION**

FRANKLIN COUNTY PLANNING COMMISSION  
MEETING

May 2, 2013

MEMBERS PRESENT

J. Benhart, R. Fignar, C. Lawver, D. Mackley, L. Musselman, and G. Pomeroy,

GUESTS PRESENT

None

STAFF PRESENT

P. Tarquino S. Clayton, and R. Barvinchack, and S. Thrush

WELCOME

J. Benhart opened the meeting and welcomed everyone in attendance.

APPROVAL OF MINUTES

Members reviewed the minutes from the March 7, 2013, meeting. A motion to approve the minutes was made by D. Mackley. L. Musselman seconded and the motion was approved by all (6-0-0).

PUBLIC COMMENT

None

STAFF REPORTS

S. Clayton updated members on the Blighted Property Review Committee (BPRC). The committee is working on one property, which should be complete by the end of the summer. A property in Shippensburg has been tabled. The BPRC meets the fourth Thursday of every month, except for the month of May, in which it will meet the 3<sup>rd</sup> Thursday instead. With respect to agricultural preservation, the board is not making any new selections this year, but will have 3 farms go to settlement by the end of summer – Ben Gamble (~89 acres) and 2 farms for Sherwin & Rebecca Brechbill (~180 acres). S. Clayton also gave an update on the Commissioners' Trees for Tomorrow Initiative. The goal is to have 150,000 trees planted by 2015 and the program had 50,000 trees planted in the first year. Staff is working with the Chesapeake Bay Alliance to further the program toward its goal. The DCNR is currently working on a tree canopy study. The study will give the amount of tree cover that currently exists within the county and will give recommendations on adding tree cover, especially in urban areas.

S. Thrush informed members that the DCED would like to start the planning process for the 2013 CDBG program. It may take HUD 30-60 days to get the funding to the state. It is anticipated that funding could be as much as \$300,000. The DCED is also working on a public participation program as well.

S. Clayton added that the Franklin County RPO is now designated as an MPO (Metropolitan Planning Organization) and is coordinating with the Hagerstown/Eastern Panhandle MPO on the portion of their urban area that extends into Franklin County. The first meeting of the new MPO was held yesterday. J. Benhart asked if there were any changes as a result of the new designation. A Congestion Management Plan and a Long Range Transportation Plan (LRTP) will now both be required, but the LRTP is already nearly complete. The MPO will receive additional funding, but there will also be additional responsibilities. An asset inventory of local transportation facilities will also be required.

P. Tarquino gave members an update on the land records project. With respect to GIS, Sidwell has approximately 85% of the parcels completed. The GIS and the CAMA updates are both anticipated to be complete later this year. The county has also begun working on implementing UPI as well. Staff has also been working with MACWell on improving connectivity. Greene Township is currently working on creating a trail from Caledonia to Chambersburg.

S. Clayton informed members that the county recently hosted Highway Occupancy Permit training. Connectivity training will be offered next.

## BUSINESS

### A. Long Range Transportation Plan

The LRTP is complete and has been tentatively adopted by the MPO pending the upcoming ACM meeting on May 22<sup>nd</sup>. The plan is currently going through an air quality analysis at the PADOT. The plan is the first one to go through under the new PADOT guidance. A large portion of the plan focuses on keeping existing bridges up to date and making improvements to the highway network. Bids for the Exit 3 improvements will be opened next week. The Wayne Avenue Bridge will complete by the end of May. The PADOT is waiting on Greene Township before proceeding with signals at the Exit 17 ramps.

### B. Municipal Solid Waste Plan

The plan is going through another required 90-day review period through June 1<sup>st</sup> due to an advertising issue. The commissioners will adopt the plan once the review period is complete. The purpose of the plan is to ensure that the county has disposal capacity. Twelve responses were received and eleven of those responded with the required information and were included in the plan. As a part of the plan, the county will continue to promote recycling and attempt to meet the state's 35% goal. Electronics must go to a certified recycler. Washington Township currently accepts all types of electronics. Comments on the plan have been limited. C. Lawver made a

motion to forward the plan to the commissioners. G. Pomeroy seconded the motion and it was approved by all (6-0-0).

C. Revised Action Plan

An updated action plan was given to members for review. Members are asked to further review the document and email any comments to staff. The Comprehensive Plan summary is complete and will soon be sent to the printer.

SUBDIVISION REPORT

A. March and April 2013

Members reviewed the April 2013 subdivisions. The March 2013 subdivisions were inadvertently left out and will be approved at the next meeting. L. Musselman made a motion to approve the April 2013 subdivisions. R. Fignar seconded the motion and it was approved by all (6-0-0).

REMARKS

J. Benhart asked D. Mackley if he any comments on the proposed development at Fayette Street/I-81. He has no comment at this time on the specifics, but did say that the infrastructure at and near the site has been designed to accommodate any traffic.

D. Mackley updated members on FCADC's recent activity, informing them that they have closed/will close on \$8.5 million in property. Industrial development is currently at 90% capacity and will need new facilities to accommodate additional growth. FCADC is working with LIDA to facilitate this issue.

R. Fignar informed members that the inventory of foreclosures has greatly decreased among local banks. The remaining foreclosures are largely residential.

ADJOURNMENT

On a motion by L. Musselman, seconded by C. Lawver and approved by all (6-0-0), the meeting was adjourned at 3:45 pm.

**APPENDIX VIII**

**SOLID WASTE ADVISORY COMMITTEE  
AGENDAS & MINUTES**



## **FRANKLIN COUNTY**

### **SOLID WASTE ADVISORY COMMITTEE (SWAC)**

#### **TIP-OFF MEETING**

**TUESDAY, FEBRUARY 28, 2012, 6:00 P.M.**

#### **- AGENDA -**

- I. Welcome and Introductions**
- II. History of the County Solid Waste Plan**
- III. Required Plan Content**
- IV. The Plan Process**
- V. Plan Elements and Analysis**
- VI. Preliminary Facts & Figures**
- VII. What's Next for SWAC?**
- VIII. Discussion**
- IX. Thank You's & Adjournment**

## **MEETING OUTLINE**

### **I. Welcome and Introductions**

- A. Martin and Martin, Inc. – Tim Cormany & Chuck Sioberg**
- B. Franklin County Planning – Phil Tarquino, Sherri Clayton, Dan Wolfe**
- C. SWAC members – Travis Brookens, Mike Christopher, Sam Donato, Dave Finch, Dan Long, Bob Thomas, Glenn Trego, John Wardzinski**

### **II. History of the County Solid Waste Plan**

- A. 1973 Initial Plan > 1991 Update > 2003 Revision > 2012-2013**
- B. 2011 DEP Consent Order & Agreement**
  - 1. 6/28/11 – Consent Order Approved**
  - 2. 9/15/11 – County advertises RFP for Consultant**
  - 3. 11/1/11 – SWAC established & Consultant selected**
  - 4. 5/1/12 – Complete overview of current waste generation, waste and recycling facilities, and recycling programs**
  - 5. 8/1/12 – Complete justification of municipal waste management programs, draft ordinances and resolutions, advertise RFP for capacity**
  - 6. 3/1/13 – Complete review and comment process**
  - 7. 6/1/13 – Submit draft plan revision to DEP**
  - 8. 11/1/13 – Adopt & submit final plan revision**

### **III. Required Plan Content (per Acts 97 & 101, PA Code Ch. 272)**

- A. Description of the waste (tons and contents)**
- B. Description of the facilities (current)**
- C. Estimated future capacity (10-year needs, assurances)**
- D. Description of recycling program (35% goal)**
- E. Selection & justification of municipal waste management program (costs & benefits; fair, open and competitive process)**
- F. Location (flow control, identification of available facilities)**
- G. Implementing Entity identification (Who?, methods, licensing & fees)**
- H. Public function (only if proposed)**
- I. Copies of ordinances & resolutions**
- J. Orderly extension (coordination with other County plans, ordinances, & programs)**
- K. Methods of disposal other than by contracts**
- L. Non-interference (with existing facilities)**
- M. Public participation (ads, minutes, notices)**
- N. Other information (if required by DEP)**

## **IV. The Plan Process**

- A. Notify municipalities when revision process begins**
- B. Progress reports to municipalities throughout**
- C. When complete, public notice of 90-day review and comment period, and at least one public hearing during that period**
- D. Copies to DEP, municipalities, County Planning, County Health Dept**
- E. SWAC revises plan and responds to all comments**
- F. SWAC submits revision and comment responses to County Commissioners for adoption**
- G. Commissioners adopt within 60 days following comment period**
- H. Send adopted plan to municipalities within 10 days of adoption**
- I. Municipalities have 90 days to ratify. Must have >50% of municipalities representing >50% of County population for successful ratification**
- J. Submit to DEP within 10 days**

## **V. Plan Elements and Analysis**

Some of the topics that must be discussed include . . .

- A. Disposal (facilities, tonnages, waste stream)**
- B. Transportation (collection, hauling, transfer)**
- C. Ordinances (municipal and county)**
- D. Recycling (programs, progress, facilities, 35% goal)**
- E. Demographics (Growth, Projections, Per Capita Waste)**
- F. Sludge / Septage / Biosolids**
- G. Medical / Infectious waste**
- H. Public Education**
- I. Household Hazardous Waste**
- J. Illegal Dumps**
- K. Shredding**
- L. Electronics**
- M. Yard Waste / Composting**

## **VI. Preliminary Facts & Figures**

- A. County Population – (1990) 121,082 + 6.8% (2000) 129,313 + 15.7% (2010) 149,618 + ???% (2020 & beyond)**
- B. Waste – (1990) 84,722 + 69% (2000) 143,414 + 4.5% (2010) 149,905 County reached high of 166,580 in 2006 ( 97% increase since 1990) (2011) 148,755**
- C. Landfills in 2011 – IESI 18.3% Franklin 8.9% Other PA 72.8% Out Mountain View 13.5% Franklin 32% Other PA 54.5% Out**
- D. County 2011 #s – 65.2% IESI, 24.3% Mountain View, 8.4% CCLF, 2.1% Other**
- E. County Waste Types – 66% Municipal, 15.7% Residual, 5.9% Sludge, 12.4% C&D, 0.1% Asbestos**
- F. Recyclables – (2010) 29% of municipal waste**
- G. Capacity – IESI 8 years, Mountain View 23 years**
- H. Washington Township Transfer Station – (2010) 10,976 tons 35% recycled, (2011) 9,205 tons 26% recycled**

## **VII. What's Next for SWAC?**

- A. Another meeting due in early to mid-April prior to 5/1/12 DEP deadline for completion of plan overview**
- B. Please consider this question throughout the process: What do you want to see result from this Plan? Issues we're missing? Programs that should be funded and implemented? Changes made to the way things have been or are currently being handled?**
- C. Input always welcome from all SWAC members and the public**
- D. SWAC Organization: Election of officers? Appoint Moderator? Suggestions?**

## **VIII. Discussion**

## **IX. Thank You's & Adjournment**

## Franklin County Solid Waste Plan

### Solid Waste Advisory Committee (SWAC) Meeting #1

February 28, 2012

SWAC Members Attending –Mike Christopher, Dan Long, John Wardzinski, Sam Donato, Harry T. O'Donnell Jr (attending on behalf of Glenn Trego), David Finch, and Commissioner Robert Thomas.

Franklin County Planning Staff - Phil Tarquino, Sherri Clayton, Rochelle Barvinchack, Daniel Wolfe.

Consultants - Tim Cormany and Charles Sioberg.

Absent – Travis Brookens

Guest – Kelly Adams and Arnold Barber

#### Introductions

Phil Tarquino opened the meeting and thanked the committee members. Mr. Tarquino introduced Mr. Tim Cormany from Martin&Martin Engineering who will be taking the lead on the Solid Waste Plan. Mr. Cormany introduced himself to the committee members and spoke of the importance and need for an updated solid waste plan.

#### Review Scope of Elements (Completion expected by November 2013)

History of County Solid Waste Planning – The initial plan was developed in 1973, updated in 1991 and revised in 2003. The County is currently under a DEP consent order to finish plan by November 1<sup>st</sup>, 2013.

Required Plan Content – The plan requires a description of waste to include tons, content, and facilities. Estimated future capacity, recycling programs and public participation will be included.

Planning Process – Municipalities will be notified when process begins and be kept informed throughout. Public must be kept informed and be given a chance to comment. SWAC must respond to all comments. Commissioners adopt plan within sixty days of comment period.

#### Anticipated Meeting Topics April 12, 2012

Meeting 2 – Participants will be discussing disposal facilities, transportation, and municipal ordinances. Committee members will be asked what they expect from plan. Recycling idea's will be sought as County needs to increase

the percentage of all trash recycled to 35%.

#### Subcommittees – Key Person Interviews

The SWAC will not have any subcommittees. Key Person interviews have not been determined at this time.

#### Other Questions – Issues and Concerns

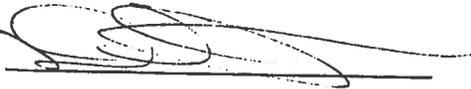
Mr. Cormany briefed committee members on facts and figures regarding where the County is now. This included County population, refuse collected and where it is disposed. Current recycling trends were also discussed by Mr. Cormany who stated that recycling rate for the County is currently at 29% and needs to be 35%. Commissioner Thomas was concerned about meeting the requirement of recycling 35% of trash and stated that an education program would be needed. All SWAC members agreed that an education program was needed. Mr. Cormany stated that all municipalities have to consider how data is being reported. There were concerns that the committee would recommend changes that need to take place and those changes would not be implemented. Commissioner Thomas assured the committee that would not be the case that all members were appointed by the County Commissioners for their expertise on Solid Waste matters and the County takes their input quite seriously. Several other matters were openly discussed by the committee members that included flow-control, sludge disposal, infectious waste, and waste water treatment. Mr. Cormany informed members that these are all matters that will have to be addressed. The meeting adjourned at 7:30 P.M.

Solid Waste Advisory Committee – 2011

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Washington Township Supervisor  
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Waynesboro, PA 17268  
717-762-3128  
[mac@washtwp-franklin.org](mailto:mac@washtwp-franklin.org)



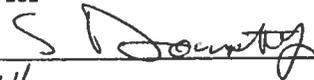
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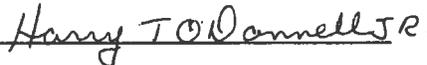
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*Robert*

John Lundsted, Planning & Recycling Coordinator  
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*Rally Adams*  
*264-4890*

*Rally Adams*

*Waste Management*

*ARNOLD BANBORN*  
*BOVO OF CHSG*

*261-3213*

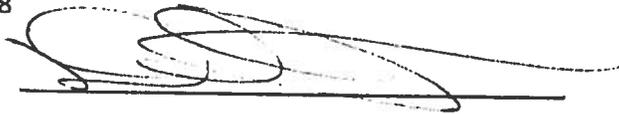
*ARNBORN@CHAMBERSBURGPA.GOV* *Arnold B. B.*

Solid Waste Advisory Committee – 2011

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[mac@washtwp-franklin.org](mailto:mac@washtwp-franklin.org)



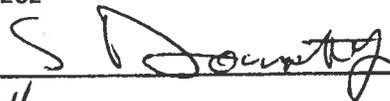
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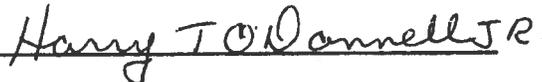
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*Present*

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*Rally Adams*  
*264-4890*

*Rally Adams*

*Waste Management*

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*ARNOLD BARBONE*  
*BOUN OF CHBG*

*261-3213*

*ARNOLD BARBONE @ CHAMBERSBURG, PA .GOV* *Arnold B. B.*

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## **FRANKLIN COUNTY**

### **SOLID WASTE ADVISORY COMMITTEE (SWAC)**

#### **MEETING**

**THURSDAY, APRIL 12, 2012, 1:30 P.M.**

#### **- AGENDA -**

- I. Welcome**
- II. May 1, 2012 – Due Date per County/DEP Consent Order for Overview of Current Waste Generation, Waste and Recycling Facilities, and Recycling Programs**
- III. Presentation of Working Document & Exhibits**
- IV. Discussion**
- V. Next Steps / Future Phases**
- VI. Thank You's & Adjournment**

## Franklin County Solid Waste Plan

### Solid Waste Advisory Committee (SWAC) Meeting #2

April 12, 2012

SWAC Members Attending –Mike Christopher, Dan Long, John Wardzinski, Sam Donato, Harry T. O’Donnell Jr, Travis Brookens, David Finch, and Commissioner Robert Thomas

Franklin County Planning Staff - Phil Tarquino, Sherri Clayton, Rochelle Barvinchack, Daniel Wolfe

Consultants - Tim Cormany

Guests – Kelly Adams and Arnold Barber

#### Introductions

Mr. Tim Cormany from Martin & Martin Engineering started the meeting with brief introductions and briefed the Committee on the status of the Phase 1 update due to the Pennsylvania Department of Environmental Protection on May 1, 2012.

#### Review Scope of Elements (Completion expected by November 2013)

County Overview – A snap shot of the County as to where we stand now on solid waste was provided to include demographics, population, and current rates of disposal and recycling.

Required Plan Content - County maps were provided. Recycling, disposal sites, and current municipality standards were discussed. Mr. Cormany explained areas that the committee could seek to implement improvement. Mr. Cormany explained the review draft had three categories Waste – Transportation and Disposal – Recycling.

- A. Waste – Mr. Cormany briefed the committee on current waste trends to include where it is coming from and who is generating it.
- B. Transportation and Disposal – Where the waste in Franklin County is disposed of and who is transporting it was reviewed with input from several committee members providing keen insights. County waste haulers and landfill operations were discussed.
- C. Recycling – The committee discussed current recycling initiative in the County. The issue of proper reporting was discussed and the

Committee had several ideas to increase recycling percentage by initiating new reporting procedures for recyclers.

Planning Process – Phase two of the plan will be presented to the Committee before the next meeting so more in-depth comments can be obtained.

#### Anticipated Meeting Topics June 28, 2012

Meeting 3 – Participants will be discussing Phase Two of the plan, members will be provided an electronic copy for review before the meeting. Members will review Franklin County success and failures in Solid Waste.

#### Subcommittees – Key Person Interviews

The SWAC will not have any subcommittees. Key Person interviews have not been determined at this time.

#### Other Questions – Issues and Concerns

Several members of the Committee suggested idea's where waste and recycling reporting could be improved mainly in the reporting area. Committee members felt that the majority of scrap metals collected in the County were not being reported correctly. Mr. Long suggested that reporting was too cumbersome for most commercial enterprise and the form that is being used by the PA DEP should be streamlined. Commissioner Thomas agreed and felt that this should be brought up directly to PA DEP. Mr. Christopher briefed members of the committee on how waste and recycling are totaled at the Washington Township transfer station. The issue of Septic Hauler and how they dispose of sludge was discussed. The committee also requested that the planning staff look into litter collection in Franklin County to see if any total numbers were kept. Act 101 mandated municipalities required to recycle was also were explained.





## **FRANKLIN COUNTY**

### **SOLID WASTE ADVISORY COMMITTEE (SWAC)**

#### **MEETING**

**THURSDAY, JUNE 28, 2012, 1:30 P.M.**

#### **- AGENDA -**

- I. Welcome**
- II. August 1, 2012 – Due Date per County/DEP Consent Order for Justification of Municipal Waste Management programs, draft ordinances, resolutions, RFP for waste disposal capacity**
- III. Presentation of Phase 2 Working Document & Exhibits**
- IV. Washington Township Recycling Center Evaluation (May, 2012)**
- V. Discussion**
- VI. Next Steps / RFP advertisement, responses and review**
- VII. Thank You's & Adjournment**

## Franklin County Solid Waste Plan

### Solid Waste Advisory Committee (SWAC) Meeting #3

June 28, 2012

SWAC Members Attending: Mike Christopher, David Finch, Dan Long, Harry T. O'Donnell, Jr., and Robert Thomas

Franklin County Planning Staff: Phil Tarquino, Sherri Clayton, and Rochelle Barvinchack

Consultant: Tim Cormany

Guests: Arnold Barbour, Jay McLaughlin, and Cheryl Shields

#### Welcome

Mr. Tim Cormany from Martin & Martin Engineering welcomed those in attendance.

#### August 1, 2012

August 1<sup>st</sup> is the deadline for the Solid Waste Plan RFP to be advertised and is also the date that the Phase 2 document has to be submitted to the PADEP. The purpose of the RFP is to get waste processors to respond with their ability to meet the county's waste needs.

#### Presentation of Phase 2 Working Document & Exhibits

The Phase 2 working document was presented to members for review. Further review is needed as soon as possible and the consultant suggested that he may need to meet with a smaller, specific group in order to iron out some of the contract details. Any comments or proposed changes should be directed to the consultant or staff right away. Members then reviewed a few of the potential issues within the RFP and decided that the consultant will meet with representatives from Waste Management and IESI to further review these issues.

#### Washington Township Recycling Center Evaluation (May 2012)

The Washington Township Recycling Center was recently evaluated. The evaluation resulted in a number of recommendations for the facility, including equipment improvements. The study also pointed out that there is no countywide recycling effort in place. The recycling center is applying for a grant to purchase 2 balers, a forklift and a plastic perforator and is requesting a letter of support from the Solid Waste Advisory Committee via the consultant, Martin & Martin. Members did not

have any concerns or questions, so Tim Cormany will submit a letter of support directly to Washington Township for submittal with the grant application.

#### Next Steps / RFP advertisement, responses & review

The next step is to advertise the RFP.

The committee also needs to begin considering what else can be done to increase recycling within the county. As per Act 101 (1987), the county was required to complete a solid waste plan and implement recycling programs in larger municipalities. This allowed the county to hire a recycling coordinator to work with the municipalities on establishing their recycling programs. The coordinator helped townships to purchase tubs and also worked on educating residents about recycling. Once the municipal programs were up and running, the focus shifted more to the education side of recycling and staff regularly worked with local schools to educate students. The county also purchased recycling trailers for the municipalities to use and placed recycling information on the county website. There is currently no full-time recycling coordinator position since the duties are now shared, but staff is available to help municipalities as needed. The county currently hosts fall and spring shredding events and also participates in other events. There may be a need to promote recycling more since there will be some changes in the updated solid waste plan.

In the lieu of what is already being done, how can the county expand its role? The county can lead by example. The county already has a program in place for county facilities in which recyclables such as paper, bottles, cans and cardboard are recycled, but participation varies between departments. The county may need a person to monitor the county's recycling numbers. In addition to this effort, the county needs to help better educate residents on how to recycle and promote specific recycling activities within the county, not just where to recycle within the county. Household hazardous waste is very important to residents, but pickups are very expensive. The PA Dept. of Agriculture will collect some pesticides, but that program is not generally accessible to residents of the county. Waste Management currently has a household hazardous waste pilot project operating in the Pittsburgh area and IESI provides two pickups per year in the Bethlehem. The IESI program is feasible due to the fact that there is a vendor located close that can dispose of the items properly. A drop-off event may be possible at next year's Earth Day event. Mike Christopher will check into liability insurance at the township building to see if such an event is feasible locally. Lancaster County currently has a facility that accepts household hazardous waste and stores it until a sufficient amount has been collected and then a vendor comes in to remove the items. The permitting process for storage of hazardous waste is very difficult, so such a program is likely not feasible locally.

Prescription drug disposal was mentioned as another issue within the county, but there are already local programs in place that take back prescription drugs. Such programs are run by the local police departments and the Drug Enforcement Agency.

R. Thomas asked if the county currently receives any state funding for a recycling coordinator. It currently does not since there is not a staff person dedicated only to recycling. If there was such a person, then the county would be reimbursed 50% of that person's salary.

With respect to the recycling data currently collected by the county, such data is collected annually from the local municipalities. However, not all businesses provide their recycling data to the municipality, so those numbers may not be entirely accurate. One problem experienced by local businesses and municipalities is that the necessary form is difficult to fill out. A simplified form from the PADEP would likely improve the level of response and result in more accurate annual recycling numbers.

Something else that the county could consider doing is to add language to bid documents that gives preference to recycled content. The language could read: 'recycled content (or materials) preferred'.

#### Thank You's & Adjournment

The special meeting with WM and IESI will be scheduled as soon as possible. The next meeting of the committee will be after the RFP is released and is tentatively scheduled for Sept. 27<sup>th</sup>.

SIGN-IN SHEET

FRANKLIN COUNTY SOLID WASTE ADVISORY COMMITTEE

Meeting #3

June 28, 2012

NAME / AGENCY	ADDRESS	EMAIL ADDRESS
Mike Christopher	Wash Twp	Muel@wash.twp-frankl.pa.us
Phil Iacovino	Franklin County	phi@co.franklin.pa.us
Ivan CoRnauy	Martin & Martin	ivco@martinaudmartininc.com
Ted O'Donnell	Letterberry	HARRY.T.O'DONNELL.NAE@MAIL.MIL
Cheryl Shields	Water PA UWM	cshields@uwm.com
David Long	6405 Alexander Rd.	<del>DAVID.LONG@FRANKLINCOUNTYPA.GOV</del>
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ARNDT BARBOUR	" " "	ABARB@CHAMBERSBURGPA.GOV
JIM McLAUGHLIN	1552 Scotchland PA	jmcLaughlin@jesi.com
BOB THOMAS	FRANKLIN Co.	rthomas@co.franklin.pa.us



## **FRANKLIN COUNTY SOLID WASTE ADVISORY COMMITTEE (SWAC)**

**MEETING of THURSDAY, OCTOBER 18, 2012, 1:30 P.M.**

### **- AGENDA -**

- I. Welcome**
- II. RFP update and responses**
- III. Presentation of Updated Phase 2 Working Document**  
**Capacity Needs, RFP Process, Target Improvements, Disposal Capacity Guarantee (Proposals, Agreements, Petitions), Transporter Ordinance**
- IV. Discussion - RFP specifics (what do we have and what is missing?), County commitments (Planning Department vs. Solid Waste Coordinator, education, promotion, County audits, collection events, business-municipal-schools partnerships, prep for next plan**
- V. Next Steps**
  - 1) December 1, 2012 - March 1, 2013 – 90-day public review and comment period (DEP, municipalities, County PC), includes one public hearing, and;**
  - 2) NOW - Pursue completion of disposal capacity agreements.**
- VI. Thank you's and adjournment**

## Franklin County Solid Waste Plan

### Solid Waste Advisory Committee (SWAC) Meeting #4

October 18, 2012

SWAC Members Attending: Travis Brookens, Mike Christopher, Sam Donato, John Lundsted, Harry T. O'Donnell, Jr., Robert Thomas, and John Wardzinski

Franklin County Planning Staff: Phil Tarquino and Sherri Clayton

Consultant: Tim Cormany

Guests: Richard Bapst, CWP

#### Welcome

Mr. Tim Cormany from Martin & Martin Engineering welcomed those in attendance and provided a status report on the plan.

#### RFP Responses

The county received responses from 12 different facilities.

1. McKean County Landfill
2. Mountainview Landfill (Maryland)
3. Shade Landfill
4. Grand Central Sanitary Landfill
5. Mountain View Reclamation
6. IESI Blue Ridge Landfill
7. Cumberland County Landfill
8. WSI Sandy Run Landfill
9. Mostoller Landfill
10. Western Berks Landfill
11. Modern Landfill
12. Conestoga Landfill

T. Cormany shared a map with the committee and discussion ensued regarding the distance that many of these facilities are from Franklin County. S. Clayton informed the committee that there are some items missing from several of the facilities. The best disposal price came from McKean County Landfill but it was missing a substantial amount of the required information. Members of the committee recommended that all of the responders be contacted and given the opportunity to submit the remaining required information. If they do not respond then they will not be in the plan. Letters are to be sent certified and followed up with a phone call and

email. A motion was made by M. Christopher and seconded by S. Donato to do so and the motion was approved by all those in attendance.

### Discussion

Discussion included things that the county could do to improve the recycling and solid waste program including hiring a dedicated recycling coordinator and form a Recycling Advisory Committee to meet regularly. R. Bapst, representing Chambersburg Waste Paper commented that he feels that the county is not doing enough to promote recycling and suggested that the county needs a full-time person to track the program.

### Presentation of Updated Phase 2 Working Document

The revision to the Phase 2 working document was presented to members for review and comment. Once the final documentation is back from the responders to the RFP, the facilities will be listed in this portion of the document. Additionally, Phase 2 includes recommendations for program improvements and the Transporter's Ordinance.

### Next Steps

The next step is to advertise the public review period which will begin December 1, 2012 and run through March 1, 2013. The document will be sent to the municipalities and the county planning commission and a public hearing will be scheduled as required.

In the meantime, staff will contact the facilities that responded to the RFP to obtain the remaining information required to be considered for the plan.

### Adjournment

The meeting was adjourned at 2:53 pm.





## **FRANKLIN COUNTY SOLID WASTE ADVISORY COMMITTEE (SWAC)**

**MEETING of THURSDAY, JUNE 6, 2013, 1:30 P.M.**

### **- AGENDA -**

- I. Welcome**
- II. Review of Public Comment & County Board of Commissioners' Public Hearing**
- III. Addressing the Comments & Resulting Plan Changes**
- IV. Next Steps following any additions or revisions**
  - 1) June 15, 2013 - Draft Plan Revision submitted to PADEP**
  - 2) November 1, 2013 - Final Plan Revision submitted to PADEP**
  - 3) In the meantime - Commissioners will need to execute their portion of the Disposal Capacity Agreements, PADEP will review Draft Plan Revision and offer any comments, M&M will clean up the document and format for Final presentation**
- V. Questions & General Discussion**
- VI. Thank You's and Adjournment (by 3:00 for County PC meeting)**

## Franklin County Solid Waste Plan

### Solid Waste Advisory Committee (SWAC) Meeting #4

June 6, 2013

SWAC Members Attending: Mike Christopher, Sam Donato, Harry T. O'Donnell, Jr., and John Wardzinski

Franklin County Planning Staff: Phil Tarquino, Sherri Clayton, and Rochelle Barvinchack

Consultant: Tim Cormany

Guests: Kelly Adams

#### Welcome

Mr. Tim Cormany from Martin & Martin Engineering welcomed those in attendance.

#### Review of Public Comment & County Board of Commissioners' Public Hearing

The public comment period was extended to June 1, 2013 due to an advertising problem. The Public Hearing was held at the Commissioners' office on March 28, 2013. Three separate email comments were received for the plan. The first was from Cindy Lawver (Cumberland Valley Business Park) and it pointed out that FCGA has a treatment authority and the sludge is landfilled. She also pointed out that Advance recycling Technology is no longer in business. The next email comments were received from George Pomeroy (Shippensburg University), who recommended some formatting changes be made for easier reading. He also suggested spelling out various acronyms with their first use in the document. The next email correspondence received was from Ted O'Donnell (Letterkenny Army Depot), who provided recycling tonnages for Fiscal Years 2009, 2010, and 2011. The next comments were received at the Commissioners' hearing. Michelle Jansen questioned where the 35% recycling goal originated. Mike Christopher responded that it was an arbitrary number that PADEP decided upon. Ms. Jansen also questioned why it took so long to prepare a new plan. Phil Tarquino explained that there was a plan update approximately 10 years ago that had not been received by PADEP. As a result, the County entered into an agreement with the PADEP in order to get this update completed quickly and efficiently. Ms. Jansen also asked where CFL bulbs can be disposed of as they are hazardous. Sherri Clayton informed her that Lowe's will accept CFL bulbs but not the large fluorescent bulbs. Ms. Jansen's questions stressed the need for the County to take a more active role in recycling in order to be a better resource for its residents. Ken Jones commented that there needs to be more education and is concerned regarding trash falling out of trucks while traveling the highways. Allen Piper questioned who the SWAC members were and who

established the membership. He felt that there should be other committee members (average people, farmers). P. Tarquino explained that the members were selected by the Commissioners due to their affiliation with the waste industry. A local municipal representative was also included since that municipality hosts a waste transfer and recycling station. Mr. Piper also questioned whether the plan had anything to do with stream protection. The final comments received at the Public Hearing were from Richard Bapst (CWP and PA Independent Waste Haulers Association). He questioned County administrative fees and whether they are still being paid. These are now considered in violation of Act 101. He also questioned the effectiveness of proposed efforts to curtail illegal dumping. Tim Cormany further reviewed the plan and found that the only two relevant portions of the plan that Mr. Bapst was referring to pertained to the importance of education and establishing ordinances that create mandatory curbside pickup within municipalities. Mr. Bapst also proposed that the Transporter Ordinance be reviewed for consistency with regard to annual vs. quarterly reports and the feasibility of providing customer lists and proof of disposal at accepted County facilities. Mr. Cormany explained to the committee at the meeting that the Transporter Ordinance simply makes haulers aware that the Solid Waste Plan is in place. With respect to the reports, the plan should have only required annual reports, not quarterly. The concern over customer lists and proof of disposal can be addressed by removing the language from the plan if it serves no real purpose. If an issue did arise, the County could find alternate ways to obtain the information that it needed. Mr. Bapst also expressed concern about being purposefully excluded from a recent meeting. Mr. Cormany explained that no one was excluded on purpose and that there may have been a problem with the County's email system if he did not receive the emails that were sent out. County staff requested that Mr. Bapst forward his written comments to the Planning Office so that they could be addressed, but no comments were received from Mr. Bapst.

#### Addressing the Comments & Resulting Plan Changes

The preceding comments can all be easily addressed with minor changes to the plan. M. Christopher made a motion for corrections to be made and the corrected plan to be forwarded to the Commissioners and PADEP for approval. S. Donato seconded and the motion was approved.

#### Next Steps following any additions or revisions

- 1) June 15, 2013 – Draft Plan Revision submitted to PADEP
- 2) November 1, 2013 – Final Plan Revision submitted to PADEP
- 3) In the meantime – Commissioners will need to execute their portion of the Disposal Capacity Agreements, PADEP will review Draft Plan Revision and offer any comments, Martin & Martin will clean up the document and format for Final presentation.

### Questions & General Discussion

After PADEP approval, the plan will be sent to all of the municipalities for ratification. Once the plan is in place, it is recommended that a Recycling and Solid Waste Advisory Committee be established. Staff hopes that some of the members of the SWAC will be available to serve on the committee once it is established.

A discussion on e-Waste followed. Facilities accepting electronics are not permitted to charge. Meanwhile, the facilities are overwhelmed with televisions and are having trouble finding processors to accept them.

### Thank You's & Adjournment

The meeting was adjourned at 2:05 pm.

SWAC Meeting 6/6/2013 - 1:30pm

Name                      Sign-In Sheet                      Agency

Sherril Clayton

FCPC

Tim Corey

Martin & Martin

Ted O'Donnell

Letterkenny

Rochelle Barvinchack

FCPC

Phil Larosino

FCPC

Mike Christopher

WTS

John Wardziński

WU

Sam Donato

IESE

Greg Alton

CWP

**ATTACHMENT IX**

**RESOLUTION OF PLAN ADOPTION**

RESOLUTION NO. 2013-11

RESOLUTION BY THE FRANKLIN COUNTY BOARD OF COMMISSIONERS ADOPTING THE REVISED MUNICIPAL SOLID WASTE MANAGEMENT PLAN

WHEREAS, the Franklin County Board of Commissioners, acting through the Franklin County Planning Department, have undertaken the development of a revised Municipal Solid Waste Management Plan for Franklin County in accordance with the requirements of the Solid Waste Management Act of 1980 (Act 97) and the Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 101); and

WHEREAS, this Revised Municipal Solid Waste Management Plan for Franklin County will be financed by a grant from the Pennsylvania Department of Environmental Protection and local funds and services provided by the Franklin County Commissioners; and

WHEREAS, upon the recommendations of the Franklin County Planning Department and the Franklin County Solid Waste Advisory Committee, the Board of County Commissioners has reviewed and approved the recommendations of this proposed plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated within Franklin County.

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of Commissioners do hereby approve and adopt the 201\_\_ Revised Municipal Solid Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 101).

PASSED AND APPROVED on the 10<sup>th</sup> day of September, 2013

COUNTY OF Franklin

ATTEST:

County Clerk



BOARD OF COUNTY COMMISSIONERS

 \_\_\_\_\_ Chairman  
 \_\_\_\_\_ Commissioner  
 \_\_\_\_\_ Commissioner