2026 — 2035

MUNICIPAL WASTE MANAGEMENT PLAN UPDATE

Franklin County, Pennsylvania

FRANKLIN COUNTY
PENNSYLVANIA
-ESTABLISHED 1784-

Prepared by:

GT ENVIRONMENTAL

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CHAPTER 1

DESCRIPTION OF WASTE

CHAPTER 1.
Description of the Waste

Chapter Overview

The purpose of this chapter is to describe the quantity of recyclables and municipal wastes generated within Franklin County, per Act 101 Section 502 "Contents of Municipal Waste Management Plans." This chapter focuses specifically on the origin, tonnage or volume, and contents of municipal waste currently generated in the County, including special event waste and estimated municipal waste that will be generated within the county's boundaries during the next 10 years. The material streams described in this chapter include municipal waste, residual waste, sewage sludge, processed medical waste, and construction and demolition debris waste.

Characteristics of Franklin County

Franklin County, located in Southcentral Pennsylvania, is a fourth-class county consisting of 15 townships and seven boroughs. The County covers 772 square miles and had a 2020 U.S. Census population of 155,932. The County operates under an elected three-member Board of Commissioners and provides many public services and community programs to ensure the safety, health, and welfare of its residents.

The first Franklin County Solid Waste Plan was completed in 1973 to meet the requirements of Act 97-241. The second edition of Franklin County's Plan was completed in October 1990 and implemented in January 1991 in response to new legislation: the Municipal Waste Planning, Recycling, and Waste Reduction Act of 1988 (Act 101). Act 101 shifted authority for municipal solid waste (MSW) management to the County, shifting authority away from municipalities to give the County the ability to establish goals, an implementation plan, as well as implementation recommendations to improve waste management through the adoption of ordinances, rules, and regulations.

Franklin County's latest Plan Update occurred in 2013, with formal approval in 2015. The purpose of the 2013 Plan Update was to evaluate both the efforts of Franklin County to implement its existing Plan, and incorporate new ideas that complement the County's evolving needs and demographics. The County's Solid Waste Advisory Committee (SWAC) includes representatives from all classes of municipal government as well as members of the waste and recycling industry.

Population

As shown in **Table 1-1**, per the 2020 U.S. Census, Franklin County's population is almost 157,900 with roughly 66,400 households.

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Table 1-1 Population and Households by Municipality (2023)

Municipalities	Population	Households
Chambersburg Borough	22,245	9,756
Greencastle Borough	4,244	1,988
Mercersburg Borough	1,496	739
Mont Alto Borough	1,573	690
Orrstown Borough	213	91
Shippensburg Borough	1,179	556
Orrstown Borough	11,067	5,243
Subcounty Areas	**Population**	**Households**
Antrim Township	16,091	6,035
Fannett Township	2,496	1,032
Greene Township	18,591	8,003
Guilford Township	14,854	6,323
Hamilton Township	11,509	4,469
Letterkenny Township	2,500	1,063
Lurgan Township	2,196	821
Metal Township	1,767	856
Montgomery Township	5,786	2,420
Peters Township	4,468	1,895
Quincy Township	5,295	2,220
St. Thomas Township	5,970	2,377
Southampton Township	8,590	3,307
Warren Township	330	157
Washington Township	15,394	6,327
TOTAL	**157,854**	**66,368**

Sources:
U.S. Census Bureau "Annual Estimates of the Resident Population for Minor Civil Divisions in Pennsylvania: April 1, 2020 to July 2023"
U.S. Census Bureau. "HOUSING UNITS." Decennial Census, DEC Demographic and Housing Characteristics, Table H1, 2020

MSW Generation

MSW generation is calculated by adding the quantities of waste disposed and recycled materials. MSW generation is generally a result of population growth, lifestyles, economic activity, and production practices. **Table 1-2** shows the past five years (2019 – 2023) of MSW generation in Franklin County.

Over the past five years, MSW landfilled year over year is holding flat but did see a temporary spike in waste landfilled in 2021, and a steep decline in in 2023. Diversion through recycling efforts has seen peaks and valleys over the past five years, most notably in 2022 with a large spike in recycled materials diverted from residential and commercial metals as well as commercial paper tonnages. This is likely in part due to the

scrap metal values in 2022. In 2023, recycling returned to mostly normal diversion tonnages as seen in 2019 through 2021.

It's important to note that unlike disposal facilities, recycling and composting facility data is not required to be reported. However, municipalities are required to report recyclables collected to the county to meet Act 101 requirements, which is represented as "Amount Recycled" in Table 1-2.

Overall, Franklin County's per capita MSW generation rate is holding at just over 1 ton per person. This five-year average for MSW generation, landfilled, and recycled will be the basis to project the County's disposal capacity needs over the ten-year planning period (2026 through 2035).

Table 1-2 Historical MSW Generation, 2019 - 2023

Year	Amount Landfilled (tons)	Amount Recycled (tons)	Total MSW Generation (tons)	Population	Per Capita MSW Generation (tons)
2019	109,061	61,884	170,944	155,027	1.10
2020	109,063	57,741	166,804	155,949	1.07
2021	111,898	51,699	163,597	156,573	1.04
2022	109,276	106,544	215,820	156,951	1.38
2023	103,572	38,994	142,566	157,854	0.90
Five Year Average					
	108,574	**63,372**	**171,946**	**156,471**	**1.10**

Sources:
Franklin County Act 101 Annual ReTrac Recycling Reports, 2019-2023.
PADEP Waste Destination Reports, 2019-2023.
U.S. Census Bureau "Annual Estimates of the Resident Population for Minor Civil Divisions in Pennsylvania: April 1, 2020 to July 2023"
U.S. Census Bureau "Annual Estimates of the Resident Population for Minor Civil Divisions in Pennsylvania: April 1, 2010 to July 1, 2019".

National Waste Generation compared to Franklin County

According to the U.S. EPA, 292.4 million tons of MSW were generated in 2018, with near 94 million tons of MSW diverted through recycling or composting. The U.S. national recycling rate sits at around 32% diversion through composting and recycling efforts nationally.

When compared to the national average, Franklin County is currently recycling 27% of its waste as of 2023. Franklin County is below the national average as well as not currently meeting the State of Pennsylvania's 35% diversion target. An estimate of the MSW composition can be found below in **Table 1-6**.

Table 1-3 shows the key differences between national generation habits and those of Franklin County. Franklin County mirrors most national generation habits, however, plastics, paper, and food waste are key

differences. Franklin County generates more paper and plastic than the national average, while generating less food waste compared to national generation habits. A description of Franklin County's current and proposed waste diversion practices will be discussed further in Chapters 4 and 5.

Table 1-3 National MSW Generation Habits compared to Franklin County, PA

Material Category - Franklin County, PA	Percent	Material Category - U.S. EPA, National Averages	Percent
Paper and Paperboard	29.5%	Paper and Paperboard	23.05%
Glass	2.5%	Glass	4.19%
Metals	3.5%	Metals	8.76%
Plastics	21.8%	Plastics	12.20%
Yard Trimmings	3.0%	Yard Trimmings	12.11%
Food	14.4%	Food	21.59%
Wood	6.4%	Wood	6.19%
Rubber - reported with Textiles & Leather Products	0.0%	Rubber and Leather	3.13%
Textiles & Leather Products	2.8%	Textiles	6.00%
Other	9.4%	Other	1.56%
Misc. Inorganic Wastes	6.7%	Misc. Inorganic Wastes	1.39%
TOTAL	**100.0%**	**TOTAL**	**100%**

Sources: PADEP Waste Characterization Study, Southcentral region, Suburban results, 2022.
U.S. EPA Total MSW Generated by Material, 2018

County Generators

According to the 2023 U.S. Bureau of Labor Statistics Quarterly Census of Employment and Wages, 3,422 commercial and municipal establishments were present in the County, employing 59,064 people. Trade, transportation, and utilities were the county's biggest establishment type/employer, followed by Education and Health Services then Manufacturing. The composition of the waste generated by the establishments shown in **Table 1-4** will vary widely, depending on their operations and waste volume. For example, wastes generated by manufacturing processes will likely be more industrial in nature, while educational institutions like K-12 schools are more likely to generate food waste and paper recycling.

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Table 1-4 Commercial and Municipal Establishments

Establishment Type	Number of Establishments	Number of Employees
Federal Government	44	2,139
State Government	19	763
Local Government	117	4,503
Natural resources and mining	112	1,579
Construction	306	2,367
Manufacturing	209	8,755
Trade, transportation, and utilities	730	16,081
Information	36	232
Financial services	238	1,496
Professional and business services	432	5,142
Education and health services	503	8,944
Leisure and hospitality	336	5,099
Other services	341	1,964
TOTAL	**3,422**	**59,064**

Source: U.S. Bureau of Labor Statistics Quarterly Census of Employment and Wages, 2023

Special Events

As shown in Table 1-5, Franklin County hosts a number of community events with more than 200 attendees. These community events are primarily hosted by municipalities and include events such as festivals, fairs, and markets. The County does not maintain waste data or attendee estimations from these events, with the exception of one event.

The Franklin County Planning Commission collects data from the annual Earth Celebration Day & Recycling Fundraiser. This community event is organized by The Institute and hosted at the Buttonwood Nature Center in mid to late April. Community members are encouraged to bring paper documents to be shredded and recycled by OSI. In 2023, OSI recycled 1,870 pounds of paper. In 2024, the event experienced significant rain making it difficult to collect and recycle paper so unfortunately, no data is available to report.

Table 1-5 Franklin County Community Events with 200+ Attendees

Community Event	Municipality
Shippensburg Fair	Southampton
Shippensburg Mac & Cheese Fest	Southampton
Central PA Chainsaw Carvers Festival	Southampton
Fayetteville Fireman's Carnival	Greene
Franklin County Fair	St Thomas
ChambersFest	Chambersburg
Fountain Festival	Chambersburg
AppleFest	Chambersburg
Greencastle Sidewalk Days	Greencastle
Franklin Fall Farm Fun Fest	Variable
Mercersburg Lions Community Fair	Mercersburg
New Year's Eve Drop	Chambersburg
New Year's Eve Boro Blast	Waynesboro
Icefest	Chambersburg
Mercersburg Townfest	Mercersburg
Mercersburg Springfest	Mercersburg
Greencastle-Antrim Old Home Week	Greencastle/Antrim
Mont Alto Fire Company Carnival	Mont Alto
Fort Loudoun Market Fair	Peters
Fannettsburg Fest	Metal
Path Valley Picnic	Fannett
Market Day	Waynesboro

Source: Franklin County Planning Commission, July 2025.

Waste Disposal

MSW Waste Disposal

According to the latest Pennsylvania Waste Characterization Study, 51.3% of waste generated in the State of Pennsylvania comes from the residential sectors, while the remaining 48.7% of waste generated is from the commercial sector in 2021. The Pennsylvania Department of Environmental Protection (PADEP) collects data on Franklin County waste disposed. PADEP's data collection includes annual disposal tonnages for municipal waste, construction waste, residual waste, sewage sludge, asbestos, medical waste, and waste-to-energy (WTE) ash. **Table 1-6** shows a breakdown of Franklin County residential and commercial MSW disposed by the material categories found in the PADEP Waste Characterization Study, 2022.

Table 1-6 Estimated Franklin County MSW Composition

Material Category		Percent	Annual Tons	Material Category		Percent	Annual Tons
Paper		**28.1%**	**44,330**	**Organics**		**36.2%**	**57,108**
	Corrugated Cardboard/Kraft Paper	8.1%	12,778		Food Waste	14.9%	23,506
	Newspaper	0.7%	1,104		Yard Waste - Grass	0.8%	1,262
	Office/High Grade Paper	0.5%	789		Yard Waste - Other	2.2%	3,471
	Magazine & Catalogs	0.7%	1,104		Wood - Unpainted	3.7%	5,837
	Aseptic Boxes & Gable Top Cartons	0.5%	789		Wood - Painted	2.3%	3,628
	Mixed Recyclable Paper (Low Grade)	5.8%	9,150		Textiles & Leather Products	2.7%	4,259
	Compostable Paper	7.2%	11,359		Diapers & Sanitary Products	3.2%	5,048
	Non-recyclable Paper	4.6%	7,257		Animal By-Products	2.9%	4,575
Plastic		**21.7%**	**34,233**		Fines	0.8%	1,262
	#1 PET Bottles & Jars	1.4%	2,209		Other Organics	2.7%	4,259
	#1 PET Non-Bottles & Containers	0.3%	473	**Inorganics**		**8.6%**	**13,567**
	#2 HDPE Natural Bottles	0.4%	631		Electronics - Covered Devices	0.0%	-
	#2 HDPE Colored Bottles	0.3%	473		Other Electronics	0.4%	631
	#3 - #7 Bottles	0.1%	158		Carpet & Carpet Padding	0.8%	1,262
	#2 - #7 Non-Bottle Rigid Containers	1.3%	2,051		Drywall/Gypsum Board	0.4%	631
	Expanded Polystyrene	1.3%	2,051		Concrete, Rock, Brick	0.1%	158
	Clean Retail Plastic Bags	0.1%	158		Asphalt Roofing	0.0%	-
	Industrial Film	3.9%	6,153		Asphalt Paving	*not found	
	All Other Film	6.5%	10,254		Other C&D	1.1%	1,735
	Durable/Bulky Rigid Plastics	2.8%	4,417		Medically-Related Waste	0.2%	316
	Remainder/Composite Plastic	3.3%	5,206		Lithium Batteries	0.0%	-
Metal		**3.0%**	**4,733**		Automotive Batteries	*not found	
	Steel Cans	0.9%	1,420		Other Batteries	0.1%	158
	Aluminum Cans	0.5%	789		Other HHW	0.1%	158
	Other Aluminum	0.3%	473		Bulky Materials	1.3%	2,051
	Other Ferrous Metals	0.9%	1,420		Furniture	3.1%	4,890
	Other Non-Ferrous Metals	0.4%	631		Other Inorganics	0.8%	1,262
Glass		**2.4%**	**3,786**		PPE	0.2%	316

Material Category		Percent	Annual Tons	Material Category		Percent	Annual Tons
	Clear Glass Containers	0.9%	1,420				
	Green Glass Containers	0.3%	473				
	Brown Glass Containers	0.4%	631				
	Non-Recyclable Glass	0.8%	1,262				
TOTAL					100%		

Source: PADEP Waste Characterization Study, Southcentral region, Suburban results, 2022.

As shown below in **Table 1-7**, 157,757 tons of waste were disposed of from Franklin County in 2023. Over 65% of this material was classified as municipal waste from households and commercial businesses, nearly 16% is industrial waste byproducts (residual waste), 11% is construction and demolition waste, 7% is sewage sludge, and less than 1% asbestos. Residual waste is primarily waste by-products from the industrial and agricultural sector. The distribution of waste disposal in 2023 closely mirrors the 2011 waste disposal numbers referenced in the 2013 Plan.

Table 1-7 Waste Disposal (2023)

2023 Waste Disposal from Franklin County, PA		
Material Category	**Total Tonnage**	**% Total Waste**
Municipal Waste	103,572	66%
Residual Waste*	24,899	16%
Construction & Demolition Waste	17,675	11%
Sewage Sludge**	11,519	7%
Asbestos	93	0%
TOTAL	**157,757**	**100%**

Source: PA DEP Bureau of Waste Management Disposal Info, Waste Receipts in Tons of Waste, 2023.
*Residual waste applies to industrial wastes disposed at municipal sanitary landfills, excluding coal refuse.
**Sewage sludge is reported separately in PA.

The solid waste disposal data reported in **Table 1-7** is reported to PADEP from landfills that accept Franklin County waste.

Historical Waste Disposal

Disposal data from 2019 through 2023 was analyzed during this non-substantial Plan revision process. On average, during the decade analyzed, municipal waste disposed by Franklin County represented 67% of the total waste disposed in the County. As shown in **Table 1-8**, a per capita analysis shows on average 3.81 lbs of waste are disposed per person per day in Franklin County over the past five years.

Table 1-8 Historical Waste Disposal

Year	Municipal Waste	MSW Rate (PPD)*	Residual Waste**	Construction & Demolition Waste	Sewage Sludge***	Asbestos	Total Waste	Municipal Waste Percentage of Total Waste Disposed
2019	109,061	3.84	26,719	17,178	10,260	107	163,323	67%
2020	109,063	3.83	23,853	14,795	9,416	176	157,304	69%
2021	111,898	3.94	29,231	17,215	11,463	720	170,527	66%
2022	109,276	3.84	25,215	15,585	9,564	124	159,763	68%
2023	103,572	3.60	24,899	17,675	11,519	93	157,757	66%
Five-Year Average Tonnage								
	108,574	**3.81**	**25,983**	**16,489**	**10,444**	**244**	**161,735**	**67%**

Source: PADEP Waste Destination Reports, 2019-2023.
*PPD is pounds per person per day
**Residual waste applies to industrial wastes disposed at municipal sanitary landfills, excluding coal refuse.
***Sewage sludge is reported separately in PA.

Septage and Sewage Sludge Waste

To collect accurate data on septage and sewage sludge waste, the County surveyed all municipalities to collect information on disposal methods reported as well as the total tons disposed through all methods in 2023. 17 of the 22 municipalities responded to the survey. Sludge generation, as with other waste types, is dependent on the municipality's population as well as industrial activity in the area. Municipalities are responsible for disposing of their sludge under PADEP regulations. While the County does not regulate or track this activity on a regular basis, PADEP provides disposal tonnages for sewage sludge in their annual PADEP Waste Destination Reports (see **Table 1-8** above). **Table 1-9** provides a County-wide snapshot of municipal sludge and sewage disposal methods and tonnages reported in 2023.

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Table 1-9 Municipal Sludge and Sewage (2023)

Municipalities	Septic Tanks	Municipal Wastewater Treatment Plant	Annual Sludge Volume	Sludge Disposal Method
Chambersburg Borough	Yes	Yes	1,329.18 dry tons	Landfill disposal, land application
Greencastle Borough	Yes	Yes	75 dry tons	Land application
Mercersburg Borough	unknown	unknown	unknown	unknown
Mont Alto Borough	No	Yes	462,492 gallons	Land application
Orrstown Borough	unknown	unknown	unknown	unknown
Shippensburg Borough	Yes	Yes	2,000 wet tons	Land application
Waynesboro Borough	No	Yes	130.53 dry tons	Land application
Subcounty Areas	**Septic Tanks**	**Municipal Wastewater Treatment Plant**	**Annual Sludge Volume**	**Sludge Disposal Method**
Antrim Township	Yes	Yes	171.13 dry tons	Landfill disposal
Fannett Township	unknown	unknown	unknown	unknown
Greene Township	Yes	No	unknown	unknown
Guilford Township	Yes	No	n/a	n/a
Hamilton Township	Yes	No	n/a	unknown
Letterkenny Township	Yes	No	unknown	Land application
Lurgan Township	Yes	No	Unknown	n/a
Metal Township	unknown	unknown	unknown	unknown
Montgomery Township	Yes	Yes	10,000 gallons	transported to McConnellsburg wastewater treatment plant for disposal
Peters Township	Yes	Yes	64,020 gallons	Landfill disposal
Quincy Township	Yes	Yes	300,000 – 500,000 gallons	Land application
St. Thomas Township	Yes	Yes	22,000 / year for public only	Land application
Southampton Township	unknown	unknown	unknown	unknown
Warren Township	unknown	unknown	unknown	unknown
Washington Township	unknown	unknown	unknown	unknown

Source: Franklin County Planning Commission online survey, April 2025.

In Pennsylvania, transporters of residential septage must register with PADEP. **Table 1-10** shows the list of registered septage waste haulers who are licensed to operate in the County.

Table 1-10 List of Approved Septage Haulers

Septage Hauler	Location Address	Telephone
Art's Portable Toilets	18475 Swails Road, Fannettsburg, PA 17221	717-349-2462
Chamberlin & Wingert Septic and Portable Toilet Service	150 Reading Road, Shippensburg, PA 17257	717-530-9741
Daley Sons Septic Service	9010 North Rabbitt Rd., Greencastle, PA 17225	717-597-8181
Gordon Septic	13890 Karper Road, Mercersburg, PA 17236	n/a
Lush Acres, LLC	3547 Warm Spring Road, Chambersburg, PA 17202	717-658-6126
Mountain Top Excavation & Construction	12912 Martin Lane, Blue Ridge Summit, PA 17214	717-729-2729
Rosy's Waste Water Removal, Inc.	8058 Huber Road, St. Thomas, PA 17252	717-369-4809
Witter's Septic and Sanitation, LLC.	8014 Corner Road, Mercersburg, PA 17236	717-369-0083

Source: PADEP Active Residential Septage Haulers, April 2024.

Construction and Demolition (C&D) Waste

Pennsylvania considers C&D waste a subset of municipal waste and therefore must consider this waste in the planning process. C&D waste typically consists of wood debris, plastic, metals, asphalt-like substances, brick, block, and concrete. Most of the C&D waste generated from Franklin County is sent to Blue Ridge Landfill, Mountain View Reclamation Landfill, or the Cumberland County Landfill.

Construction and Demolition (C&D) Waste, reported in **Table 1-8**, comprises approximately 10% of the County's total waste and is generated from construction, renovation, and demolition activities. Based on PADEP's Waste Destination Reports from 2019-2023, an average of 16,489 tons of C&D waste are disposed annually.

The 10-year projections for C&D Waste disposal for the County will be discussed in Chapter 3.

Residual Waste

Franklin County is not required to manage residual wastes under this Plan, but must report on and consider how these wastes are managed in the ten-year planning period. Residual wastes include solid, liquid, and gases, generated as a by-product of industrial processes. This may include contaminated soil, ceramics, gypsum board, linoleum, leather, pharmaceutical waste, and much more. As shown in **Table 1-8** using PADEP Waste Destination Reports from 2019-2023, Franklin County annually disposed of 25,983 tons on average over the past five years, 16% of the total County waste stream. This reflects similar waste disposal trends from the 2013 Plan Update.

Waste-to-energy (WTE) ash

Franklin County does not generate waste-to-energy (WTE) ash.

Processed Medical Waste

Processed medical waste is a specially handled waste stream and includes regulated medical and chemotherapeutic wastes. Hospitals are the primary generators of medical waste, commonly including used

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bandages, dressings, medical supplies, and equipment that may be contaminated with blood, fluids, chemicals, and other harmful agents. PADEP maintains licenses and records for active medical waste transporters operating in Pennsylvania, however, these transporters and medical facilities are not required to report to the County the type of waste generated or disposed. No processed medical waste was reported from Franklin County in the 2019-2023 PADEP Waste Destination Reports. **Table 1-11** shows a list of the largest medical facilities and hospitals in Franklin County, which are the generators of this specialty waste stream. Smaller medical facilities such as urgent cares were not included in this list.

Table 1-11 List of Medical Facilities

Facility Name	Address	Type of Facility
Wellspan Chambersburg Hospital	112 N 7th St, Chambersburg, PA 17201	Hospital
Wellspan Waynesboro Hospital	501 E Main St, Waynesboro, PA 17268	Hospital
South Mountain Restoration Center	10058 S Mountain Rd, South Mountain, PA 17261	Long term care
Chambersburg Skilled Nursing and Rehabilitation Center	1070 Stouffer Ave, Chambersburg, PA 17201	Nursing home
Laurel Lakes Rehabilitation and Wellness Center	201 Franklin Farms Ln, Chambersburg, PA 17202	Nursing home
Penn Hall Menno Haven	17202, 1421 Philadelphia Ave, Chambersburg, PA 17201	Nursing home
Quincy Village	6596 Orphanage Rd, Waynesboro, PA 17268	Nursing home
Magnolias of Chambersburg	745 Norland Ave, Chambersburg, PA 17201	Assisted Living, Memory Care
Providence Place Chambersburg	2085 Wayne Road, Chambersburg, PA 17201	Assisted Living, Memory Care, Independent Living

Source: GT Environmental Inc., research, 2025.

Waste Tires

Dependent on grant funding, Franklin County Planning Department works to offer annual Tire Collection events, in partnership with local haulers. This event is for Franklin County residents to appropriately recycle scrap tires at a one-day special collection event. In 2022, 1,402 tires were collected and 1,384 tires collected in 2023. A tire collection event was not held in 2024. This event is funded in part by the DEP Mosquito Control grant program. Residents pay a small fee to dispose of tires, and must pre-register to participate in the special collection.

Additionally, five municipalities in Franklin County also offer tire collection.

CHAPTER 2

DESCRIPTION OF FACILITIES

CHAPTER 2.
Description of Facilities

Municipal Solid Waste Facilities

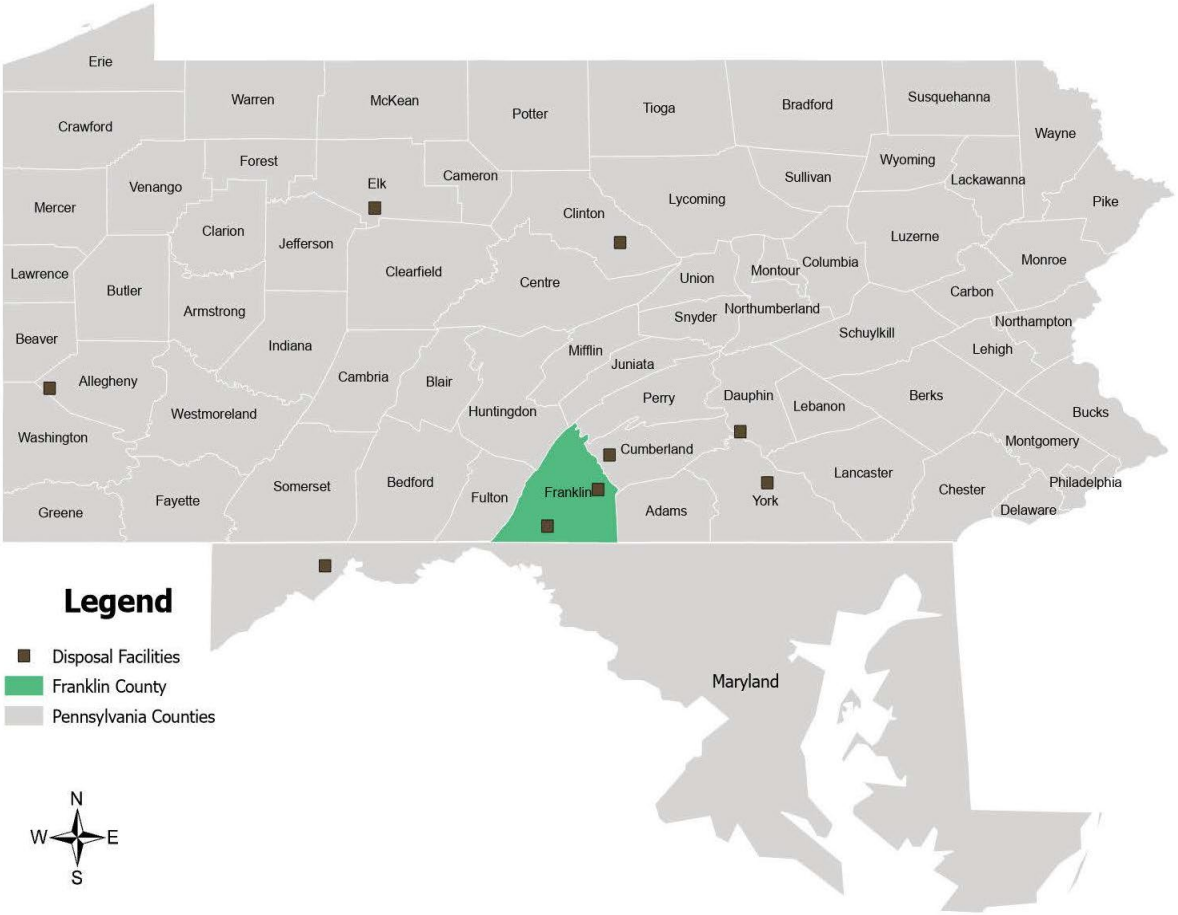
The 2013 Plan Update included disposal capacity agreements with 11 facilities. However, only eight facilities accepted waste from Franklin County in 2023: six landfills and two resource recovery facilities. **Table 2-1** provides a list of the facilities accepting waste in 2023.

Table 2-1 MSW Facilities Used in 2023

Facility Name	MSW (tons)	Residual (tons)	C&D Waste (tons)	Sewage Sludge (tons)	Asbestos (tons)	Total (tons)	% of Total Waste Disposed
Advanced Disposal Services Greentree Landfill	0	31	0	0	0	31	0%
Allied Waste Systems Imperial Landfill	0	0	0	0	2	2	0%
IESI Blue Ridge Landfill	66,762	13,789	7,407	9,634	10	97,601	62%
Clinton County SWA Wayne Township Landfill	0	0	64	0	1	65	0%
Cumberland County Landfill	1,933	349	1,096	47	80	3,504	2%
LCSWMA – Susquehanna Resource Mgmt Complex	0	1,345	0	0	0	1,345	1%
Mountain View Reclamation Landfill	34,582	9,143	9,109	1,837	0	54,670	35%
York County Resource Recovery Center	296	243	0	0	0	538	0%
Total	**103,572**	**24,899**	**17,675**	**11,519**	**93**	**157,757**	**100%**

Franklin County utilizes flow control for waste disposal, while allowing additional facilities to petition and designate between the 2013 Plan and current Plan update.

Figure 2-1 Waste Disposal Facilities Receiving Franklin County Waste



Land disposal remains the primary waste disposal strategy for the County. In 2023, 157,757 tons of waste were disposed at the eight in-state facilities receiving waste from Franklin County. The two in-county facilities received the majority of the waste disposed: 62% sent to the IESI Blue Ridge Landfill, and 35% at the Mountain View Reclamation Landfill. The remaining 3% was disposed of at the other six facilities. With the exception of the Mountainview Landfill in Maryland, the other facilities that accepted waste from Franklin County in 2023 are all located in Pennsylvania. A description of the MSW facilities that the County intends to use during the 2026 – 2035 Planning Period will be described in Chapter 3, along with their recycling capabilities.

Table 2-2 MSW Facilities

Ownership	Facility Name	Facility Operator/Owner	Address	County	How the County intends to use the facility
BFI	Advanced Disposal Services Greentree Landfill	Noble Environmental	635 Toby Road Kersey, PA 15846	Elk	Waste disposal (current)

Ownership	Facility Name	Facility Operator/Owner	Address	County	How the County intends to use the facility
Republic Services	Allied Waste Systems Imperial Landfill	Republic Services	11 Boggs Road Imperial, PA 15126	Allegheny	Waste disposal (current)
Waste Connections	IESI Blue Ridge Landfill	Waste Connections	1660 Orchard Dr. Chambersburg, PA 17202	Franklin	Waste disposal (current & future)
Clinton County Solid Waste Authority	Clinton County SWA Wayne Township Landfill	Clinton County SWA	P.O. Box 209 McElhattan, PA 17748	Clinton	Waste disposal (current)
WM	Cumberland County Landfill	WM	135 Vaughn Rd. Shippensburg, PA 17257	Cumberland	Waste disposal (current & future back-up facility)
Lancaster County SWMA	LCSWMA – Susquehanna Resource Mgmt Complex	Lancaster County SWMA	1670 S. 19th St. Harrisburg, PA 17104-3201	Dauphin	Waste disposal (current)
WM	Mountain View Reclamation Landfill	WM	9446 Letzburg Road Greencastle, PA 17225	Franklin	Waste disposal (current & future back-up facility)
York County SWMA	York County Resource Recovery Center	York County SWMA	2651 Blackbridge Rd. York, PA 17402	York	Waste disposal (current & future)

Sources: PADEP Waste Destination Reports, 2019-2023.

Transfer Facilities

There are two transfer stations in Franklin County: the Washington Township Transfer Station and Recycling Center, as well as Chambersburg Waste Paper.

The Washington Township Transfer Station and Recycling Facility is owned, operated, and managed by Washington Township directly, providing both landfill and recycling center access for County residents. The Transfer Station is open Monday – Saturday 8:00 AM to 4 PM, with the exception of holidays. Washington Township residents are also eligible to purchase annual vehicle permits for $20 to drop off single-stream recyclables at the site and may visit the transfer station from Thursday through Saturday.

Table 2-3 Transfer Facilities

Facility Name	Address	County	State	Waste and Recycling Capabilities	How the County intends to use the facility
Chambersburg Waste Paper	2047 Loop Road, Chambersburg, PA 17202	Franklin	PA	MSW, C&D waste, bulky items. NO hazardous waste. Magazines, newspapers, paper, cardboard, clothing, and shoes. Industrial plastics, ferrous metal, non-ferrous metal, heavy printed plate stock, and more.	24-hour residential drop-off recycling. Commercial recycling options. Metals buy back center open Mon thru Sat 8 am - 4 pm.
Washington Township Transfer Station	13013 Welty Rd., Waynesboro, PA 17268	Franklin	PA	MSW, Tires, appliances, vehicles Magazines, phonebooks, newspapers, office paper, cardboard, paperboard, plastics #1-7, metal cans	Drop-off refuse and recycling (County residents); Single-stream recycling to Washington Township residents only

Sources: PADEP Municipal Waste Transfer Stations.
Washington Township Franklin County Pennsylvania "Refuse Transfer Station & Recycling Center" website.

Recyclers/Material Recovery Facilities

According to a 2017 report produced by the Pennsylvania Recycling Markets Center (PennRMC), southcentral Pennsylvania had 437 material recovery facilities (MRFs) and/or processors active in the region as of 2015, employing 2,553 individuals. While this report focused on the economic impacts of recycling in Pennsylvania, it also gives us a baseline understanding of the local recyclers and processors accepting material.

The Mountain View Reclamation Landfill and Washington Township Recycling Center, mentioned above, both accept and process recyclables. See Table 2-4 for a description of the Act 101 recyclable materials accepted and processed. Chapter 3 will include a description of the recycling capabilities of the facilities selected for the ten-year planning period of 2026 – 2035.

The Pennsylvania Recycling Markets Database (PAReMaDe), also produced by PennRMC, lists brokers, processors, MRFs, and recyclable materials manufacturers operating in Franklin County. These recycling facilities voluntarily sign up to be a part of the PAReMaDe database. Franklin County also hosts a Recycling and Waste Disposal GIS map on the website, showing residents local recycling options in the County. While neither database tracks quantities of diverted material these facilities accept from the County, it is clear there is a very active recycling community in Franklin County with 21 total facilities in County.

Table 2-4 Recycling Facilities

Facility Name	Address	County	State	Recycling Capabilities	How the County intends to use the facility
Ag Plastic Solutions	6946 Park Road, Orrstown, PA 17244	Franklin	PA	Corrugated containers, magazines, newspaper, plastic pallets, plastic film, ag and post-industrial plastics	Processor
Aj Pallet Recyclers, LLC	8642 Molly Pitcher Hwy., Greencastle, PA 17225	Franklin	PA	wooden pallets (non-repairable)	Processor
American Recycling Services	6200 Mt. Zion Rd., Waynesboro, PA 17268	Franklin	PA	aluminum cans, non-ferrous metal	Broker, Processor
Applegate Insulation	1050 Superior Avenue Chambersburg, PA 17201	Franklin	PA	newspaper	End User/Manufacturer
Battery Warehouse	125 Falling Spring Rd., Chambersburg, PA 17201	Franklin	PA	rechargeable batteries, vehicle batteries, cell phones	Processor
Beecher's Auto Salvage	7287 Lincoln Way E Fayetteville, PA 17222	Franklin	PA	aluminum cans, ferrous metal, lead automotive batteries only, non-ferrous metal, steel cans, white goods	Processor
Chambersburg Waste Paper Company Inc	2047 Loop Road, Chambersburg, PA 17201	Franklin	PA	aluminum cans, gray board boxboard, colored ledger paper, vinyl siding, corrugated containers, ferrous metal, HDPE, magazines, newspapers, junk mail, PET, phone books, plastic film, mixed plastic bottles/containers, PP, PS, PVC, office paper, white ledger paper, clean uncontaminated wood material from building construction projects	Broker, End User/Manufacturer, MRF
Dave's Auto Salvage and Sales, LLC	472 Saint Thomas Williamson Rd., St. Thomas, PA 17252	Franklin	PA	non-ferrous aluminum metal scrap, corrugated containers, ferrous metal	Processor
Edge Rubber	811 Progress Road, Chambersburg, PA 17201	Franklin	PA	shredded tire chips and buffings	End User/Manufacturer, Processor
EZ Recycling	13004 Sandy Mt. Rd., Orrstown, PA 17244	Franklin	PA	aluminum cans, tin cans, aluminum scrap, scrap metal, ferrous metal, nonferrous metal, newspaper, phone books, magazines, cardboard, vehicle batteries	Broker, End User/Manufacturer, Processor
First Lutheran	43 W Washington St., Chambersburg, PA 17201	Franklin	PA	mixed paper, newspaper, phone books, magazines, office paper	Broker
Hostetter's Salvage & Recycling	12475 Locust Land, Shippensburg, PA 17257	Franklin	PA	aluminum cans, aluminum scrap, ferrous metal, lead acid batteries, brass, copper, stainless steel	Processor

Facility Name	Address	County	State	Recycling Capabilities	How the County intends to use the facility
IESI Blue Ridge Landfill	1660 Orchard Rd., Chambersburg, PA 17202	Franklin	PA	Plastics #1 - 7, aluminum cans, scrap metal, ferrous metal, non-ferrous metal, mixed paper, newspaper, phone books, magazines, office paper, cardboard, boxboard, brown paper bags	Broker, End User/Manufacturer, MRF, Processor
K.D. Woods Company	925 Superior Avenue, Chambersburg, PA 17201	Franklin	PA	clean old wood	Broker, End User/Manufacturer
Mountain View Reclamation	9446 Letzburg Road, Greencastle, PA 17225	Franklin	PA	tin cans, aluminum cans, newspaper, clean cardboard, plastics #1 – 6	Processor
Newcomer's Auto & Truck Parts	6405 Nunnery Road, Waynesboro, PA 17268	Franklin	PA	aluminum cans, aluminum scrap, corrugated containers, ferrous metal, lead automotive batteries, brass, copper, catalytic converters, stainless steel	Processor
Nursery Supplies Inc.	1415 Orchard Drive, Chambersburg, PA 17201	Franklin	PA	HDPE bottles and clean nursery pots	End user/Manufacturer
Peckman Farm	961 Peckman Dr., Chambersburg, PA 17201	Franklin	PA	mixed paper, newspaper, phone books, magazines, office paper	End User/Manufacturer
St. Thomas Towing and Recycling	4571 Race Track Road, Chambersburg, PA 17201	Franklin	PA	aluminum cans, aluminum scrap, ferrous metal, lead automotive batteries, copper, brass, steel cans, white goods	Processor
Tarco Roofing Materials	8650 Molly Pitcher Hwy., Greencastle, PA 17225	Franklin	PA	roofing	End User/Manufacturer
Washington Township Recycling Center	12725 Buchanan Trail East, Waynesboro, PA 17268	Franklin	PA	aluminum cans, corrugated containers, HDPE, lead acid automotive batteries only, newspapers, PET, sorted office and computer paper, tin cans, steel cans, white goods	MRF

Sources: Pennsylvania Recycling Markets Database.
Franklin County Recycling and Waste Disposal App.

Composting Facilities

There are four composting facilities in Franklin County, primarily residential drop-off/processors. The only PADEP permitted food waste composting/digesting facility in Franklin County is Wilson College in Chambersburg. The Fulton Farm at Wilson College holds a General Permit WMGM017 from PADEP to compost on-farm material including manure, yard waste, source-separated food scraps from food markets, grocery stores, food banks, food distribution centers, school cafeterias and institutions, as well as source-separated newspaper and cardboard. Fulton Farm currently composts material through both windrow and in-vessel composting methods.

Fulton Farm began a pilot project to test their in-vessel composter in 2017, in partnership with DT Environmental, to convert food waste into soil amendment more quickly than the windrow composting method previously used on their farm. The digester is permitted to accept food waste, manure, and yard waste from both residential as well as Industrial, Commercial, and Institutional (ICI) sources. Should the County choose to expand yard or food waste composting, discussions with Fulton Farm would be advantageous to divert additional materials from the landfill stream as well as their capacity for accepting compost material from residents.

Table 2-5 Composting Facilities

Facility Name	Facility Operator/Owner	Address	County	State	Composting Capabilities	How the County intends to use the facility
Affordable Excavating & Hauling, Inc.	Affordable Excavating & Hauling, Inc.	2174 Letterkenny Rd., Chambersburg, PA 17201	Franklin	PA	Grass clippings, leaves, manure	Organic compost product, topsoil
Fulton Farm at Wilson College	Wilson College	1015 Philadelphia Ave., Chambersburg, PA 17201	Franklin	PA	Food Waste, Manure, yard Waste	RES, ICI; Windrow, In-Vessel
Greene Township Compost Site	Greene Township	300 Mickey Inn Rd., Chambersburg, PA 17202	Franklin	PA	Tree trimmings/brush, leaves, Christmas trees, wood chips	Residential drop-off, Processor
IESI Blue Ridge Landfill	Waste Connections	1660 Orchard Rd., Chambersburg, PA 17202	Franklin	PA	wood chips	Residential drop-off, Processor

Sources: PADEP "Pennsylvania Permitted Food Waste Composting/Digesting Facilities," published October 16, 2023.
Franklin County Recycling and Waste Disposal App.

A description of Material Recovery Facilities (MRFs) can be found in Chapter 4 of the Plan.

CHAPTER 3

ESTIMATED FUTURE CAPACITY

CHAPTER 3.
Estimated Future Capacity

Chapter Overview

This Chapter projects the annual municipal waste and recyclables estimated to be generated over the ten-year planning period: 2026 – 2035. This chapter also confirms whether Franklin County has sufficient disposal capacity secured to manage the waste generated over the next ten years.

Population Projections

Population distribution, density, and change affect the types of diversion opportunities and waste disposal as a whole. **Table 3-1** shows the projected population for the next ten years. Population projections are derived from 2019 to 2023 U.S. Census data. Applying the average population growth rate from 2019 to 2023, Franklin County is projected to see a minimal 0.45% annual increase over the next ten years.

Table 3-1 Population Projections: 2026 - 2035

Year	Population
2026	160,009
2027	160,729
2028	161,452
2029	162,179
2030	162,909
2031	163,642
2032	164,378
2033	165,118
2034	165,861
2035	166,607
2036	167,357

Waste Generation Projections

The County must understand the waste it will generate before making decisions on how to manage the waste. Thus, the amount and types of waste generated in the past (Chapter 2) were analyzed so that the projected future waste can be estimated. Waste generation refers to the volume of materials that enter the waste stream before recycling, composting, landfilling or other waste management. To calculate how much waste is projected to be generated the quantities of waste diverted and disposed are added.

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Municipal Solid Waste Projections

Historical and baseline data was obtained from waste disposal tons reported in PADEP Waste Destination Reports (Chapter 2). The historical waste analysis shown in **Table 3-2** depicts minimal change over the five-year historical trend from 2019 to 2023.

Table 3-2 Historical Waste Analysis: 2019 - 2023

MSW	Residual	C&D Waste	Sewage Sludge	Asbestos	Total Waste
Average Annual Percent Change					
-1.2%	-0.8%	1.6%	4.3%	66.4%	-0.7%
Average Annual Change in Tons Disposed					
(1,372)	(455)	124	315	(3)	(1,392)
Average Per Capita Disposal Over Time (lbs/person/day)					
3.62	0.91	0.58	0.37	0.01	5.49

Taking this analysis the projections of waste disposal from 2026 through 2035 were based on the average per capita disposal. Holding the average annual per capita disposal for each disposal category flat, the projected waste disposal increases at the same rate of the projected population. This indicates that the County must secure at least 1.7 million tons of waste disposal capacity over the next ten years.

Table 3-3 Municipal Waste Projections: 2026 - 2036

Year	MSW (tons)	Residual (tons)	C&D Waste (tons)	Sewage Sludge (tons)	Asbestos (tons)	Total Waste (tons)
2026	105,606	27,202	17,601	11,201	320	161,929
2027	106,081	27,324	17,680	11,251	321	162,658
2028	106,558	27,447	17,760	11,302	323	163,389
2029	107,038	27,570	17,840	11,353	324	164,125
2030	107,520	27,695	17,920	11,404	326	164,864
2031	108,004	27,819	18,001	11,455	327	165,606
2032	108,489	27,944	18,082	11,506	329	166,351
2033	108,978	28,070	18,163	11,558	330	167,099
2034	109,468	28,196	18,245	11,610	332	167,851
2035	109,961	28,323	18,327	11,662	333	168,606
2036	110,456	28,451	18,409	11,715	335	169,365

Year	MSW (tons)	Residual (tons)	C&D Waste (tons)	Sewage Sludge (tons)	Asbestos (tons)	Total Waste (tons)
Total	**1,188,159**	**306,041**	**198,027**	**126,017**	**3,600**	**1,821,844**

Diversion Projections

Historical and baseline data was obtained from Act 101 Annual Recycling Reports compiled by the County through Re-TRAC (Chapter 2). Reporting impacts the tonnages on a yearly basis. The historical waste analysis shown in **Table 3-4** depicts minimal change over the five-year historical trend from 2019 to 2023.

Table 3-4 Historical Diversion Analysis: 2019 - 2023

Average Annual Percent Change
6.38%
Average Annual Change in tons
-5,723
Average Annual Per Capita (lbs/person/day)
2.22

Taking this analysis, the projections of recycling from 2026 through 2036 were based on the average per capita disposal. Holding the average annual per capita diversion flat, the projected recycling increases at the same rate of the projected population. It is important to note that the 10-year projections are based on 2023 reported recycling diversion, and actual tonnages may be higher.

Table 3-5 Diversion Projections: 2026 - 2036

Year	Recycling (tons)
2026	64,804
2027	65,095
2028	65,388
2029	65,682
2030	65,978
2031	66,275
2032	66,573
2033	66,873
2034	67,174
2035	67,476
2036	67,780
Total	**729,098**

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Waste Generation Projections

Waste generation is calculated by adding the quantities of waste disposed and quantities of recycled. The County's MSW per capita waste generation is 3.81 pounds per person per day from 2019 to 2023. Based on the projected disposal and recycling, this is expected to decline to an average annual of 3.75 pounds per person per day.

Table 3-6 Waste Generation Projections: 2026 - 2036

Year	MSW (tons)	Recycling (tons)	Total MSW Generation (tons)
2026	105,606	64,804	170,410
2027	106,081	65,095	171,176
2028	106,558	65,388	171,946
2029	107,038	65,682	172,721
2030	107,520	65,978	173,498
2031	108,004	66,275	174,279
2032	108,489	66,573	175,063
2033	108,978	66,873	175,851
2034	109,468	67,174	176,642
2035	109,961	67,476	177,436
2036	110,456	67,780	178,235
Total	**1,188,159**	**729,098**	**1,917,257**

Available Municipal Solid Waste Disposal Capacity

Municipal Waste is projected to take up the majority of the County's disposal capacity needs (64% of total waste), which reflects the past five-year historical trend for waste disposal in the County. Similarly, Residual Waste, Sewage Sludge, and Asbestos waste streams are projected to stay consistent over the next ten years, projected to remain at 16%, 7%, and 0.15% respectively for these specialty waste streams. C&D Waste is projected to decrease slightly to 10% overall waste, down from 11% observed over the past five years. Recycling is projected to make up 27.4% of the overall waste generated within the County, reflecting the past five-year historical generation trends.

Franklin County is estimated to generate approximately 157,500 tons of material annually during the planning period and must secure disposal capacity for this waste, for a total of 1.7 million tons from all waste streams. To demonstrate that sufficient disposal capacity is available during the ten-year planning period, the County released an request for qualifications to accept responses from facilities ensuring adequate disposal capacity. See Chapter 14 for a copy of the finalized disposal capacity agreements and public notice published in the local newspapers, trade journals, and Pennsylvania Bulletin.

In response to the RFQ placed in the Pennsylvania Bulletin and MSW Management, nine facilities expressed interest in providing disposal capacity to Franklin County. Eight of these facilities are landfills and one is a resource recovery facility.

Table 3-7 provides a summary of the facilities that offered to provide disposal capacity to the County to manage its waste during the 10-year planning period. None of these facilities provided any innovative financial or programmatic support to the County, and none of these facilities have any significant compliance issues that would impact their ability to adequately supply disposal capacity to the County. Franklin County plans to continue its strategy of flow control during the planning period.

Table 3-7 Summary of 2025 Disposal Capacity RFQ Responses

Facility Name	Ownership	Address	County	State	Types of Waste Accepted	Alternate and/or Back-up Facilities
Blue Ridge Landfill	Waste Connections	1660 Orchard Rd. Chambersburg, PA 17202	Franklin	PA	MSW, C&D, Sewage Sludge	**NOT LISTED**
Commonwealth Environmental Systems (CES)	Keystone Landfill and L&D Management Inc	99 Commonwealth Road Hegins, PA 17938	Schuylkill	PA	MSW, C&D, Sewage Sludge	Keystone Landfill
Sandy Run Landfill, LLC	Noble Environmental, Inc.	995 Landfill Road, Hopewell, PA 16650	Bedford	PA	MSW, C&D, Residual, Sewage Sludge	Southern Alleghenies Landfill
Southern Alleghenies Landfill	Noble Environmental, Inc.	843 Miller Picking Rd. Davidsville, PA 15928	Somerset	PA	MSW, C&D	Sandy Run Landfill, Greentree Landfill
Cumberland County Landfill (CCLF)	Waste Management	620 Newville Road Newburg, PA 17240	Cumberland	PA	MSW, C&D, Sewage Sludge	Mountain View Reclamation Landfill
Laurel Highlands Landfill	Waste Management	260 Laurel Ridge Rd. Johnstown, PA 15909	Cambria	PA	MSW, C&D, Sewage Sludge	Mountain View Reclamation Landfill or Cumberland County Landfill
Mountain View Reclamation Landfill	Waste Management	9446 Letzburg Road Greencastle, PA 17225	Franklin	PA	MSW, C&D, Sewage Sludge	Laurel Highlands or Cumberland County Landfills
Wayne Township Landfill	Clinton County Solid Waste Authority	264 Landfill Lane McElhattan, PA 17748	Clinton	PA	MSW, C&D, Sewage Sludge	Lycoming County Resource Management
York County Resource Recovery Center (YCRRC)	York County Solid Waste & Refuse Authority (YCSWA)	2651 Blackbridge Rd. York, PA 17402	York	PA	MSW	**NOT LISTED**

Source: Franklin County Disposal Capacity RFQ responses, 2025.

Table 3-7 does not take into consideration any facility expansions that may impact their ability to process and accept waste from Franklin County. Franklin County uses flow control and allows new disposal facilities to be designated during the current planning period. Facilities that will be designated for this ten-year planning period are identified above in **Table 3-7**. Effective contract dates are set to begin upon plan approval.

As shown in **Table 3-8**, there is adequate capacity and estimated remaining years of life from the disposal facilities that plan to accept waste from Franklin County from 2026 – 2036. The County has secured more than 5.9 million tons of disposal capacity over the next 10 years, and the facilities accepted waste from Franklin County have 207 years of estimated remaining capacity to process and accept waste disposal.

The two in-county landfills, Blue Ridge Landfill and Mountain View Reclamation Landfill, can provide more than enough capacity for the County's total estimated MSW disposal annually, reserving 120,460 tons of capacity.

Table 3-8 Annual Disposal Capacity Remaining and Reserved for Franklin County (2026 – 2036)

Facility Name	County	State	Total Airspace Remaining (cubic yards)	Total Remaining Permitted Capacity (tons)	Estimated Remaining Years of Capacity	Estimated MSW per year Facility could reserve for Franklin County (tons)
Blue Ridge Landfill	Franklin	PA	10,334,200	7,642,951	10.6	94,200
Commonwealth Environmental Systems (CES)	Schuylkill	PA	9,174,370	5,677,100	9.63	2,550
Sandy Run Landfill, LLC	Bedford	PA	7,894,246	2,925,127	15.90	25,400
Southern Alleghenies Landfill	Somerset	PA	17,501,720	7,175,163	48.30	52,000
Cumberland County Landfill (CCLF)	Cumberland	PA	6,002,377	4,753,883	17.75	100,000
Laurel Highlands Landfill	Cambria	PA	36,400,000	24,474,118	69.40	26,000
Mountain View Reclamation Landfill	Franklin	PA	8,712,187	7,135,281	17.06	26,260
Wayne Township Landfill	Clinton	PA	9,112,521	10,206,023	29.27	15,600
York County Resource Recovery Center (YCRRC)	York	PA	n/a	n/a	n/a	6,100
TOTAL			**94,797,421**	**62,346,695**	**207.31**	**348,110**

Source: Franklin County Disposal Capacity RFQ responses, 2025.

A summary of the County plans that include these nine facilities, as well as their major long-term disposal contracts and capacity reservation agreements, can be found in Table 3-9. In total, Franklin County has secured capacity for 5.9 million tons of total waste disposal for all material streams during the 10-year planning period.

Table 3-9 Facility Commitments, Total Capacity, and Other Capacity Reservation Agreements

Facility Name	County	State	Total 10-year Future Capacity Available to the County for all Accepted Wastes (tons)	County Plans that currently include the facility	Major long-term disposal contracts and capacity reservation agreements
Blue Ridge Landfill	Franklin	PA	1,962,500	Adams County, Franklin County, Cumberland County; Frederick County, MD; Borough of Chambersburg, PA	Greene Township, Franklin County Host Agreement
Commonwealth Environmental Systems (CES)	Schuylkill	PA	63,750	Berks, Carbon, Cumberland, Lehigh, Luzerne, Perry, Pike, Susquehanna, Wayne, Wyoming	Schuylkill County; Reilly, Frailey, and Foster Townships
Sandy Run Landfill, LLC	Bedford	PA	254,000	Bedford, Cumberland, Fulton, Huntingdon, Perry, Blair	Bedford County Municipalities: Broad Top Township, Coaldale Borough, Hopewell Borough; Fulton County Municipality: Wells Township
Southern Alleghenies Landfill	Somerset	PA	650,000	Somerset, Cambria, Westmoreland, Indiana, Blair, Bedford	Conemaugh Township (Somerset County)
Cumberland County Landfill (CCLF)	Cumberland	PA	1,540,000	Adams, Berks, Cumberland, Lancaster, Montgomery	Hopewell Township, North Newton Township, Newburgh Borough, and Cumberland County
Laurel Highlands Landfill	Cambria	PA	720,000	Armstrong, Cambria, Cameron, Centre, Cumberland, Indiana, Jefferson, Juaniata, Mifflin, Monroe, Northumberland, Somerset, Westmoreland	Jackson Township (Cambria County)
Mountain View Reclamation Landfill	Franklin	PA	531,600	Cumberland, Dauphin, Franklin, Fulton, Northumberland, Perry, York, Morgan	Montgomery Township & Antrim Township; Franklin County
Wayne Township Landfill	Clinton	PA	156,000	Center, Union, Snyder, Northumberland, Carbon, Butler, Clearfield, Mifflin, Northampton, Dauphin, Montour, Cameron, Fulton, Berks, Cambria, Chester, Columbia, Crawford, Cumberland, Elk, Indiana, Juniata, Luzerne, Lycoming, Mercer	Wayne Township(Clinton County)
York County Resource Recovery Center (YCRRC)	York	PA	61,000	Adams, Berks, Cumberland, Franklin, Juniata, Lehigh, Mifflin, Montgomery, Philadelphia, Schuylkill	Manchester Township (York County)
TOTAL			**5,938,850**		

As shown in Table 3-10 below, each facility has recycling capabilities for at least three Act 101 recyclable materials.

Table 3-10 Recycling Capabilities of the Selected Disposal Facilities

Facility Name	County	State	Act 101 Eligible Recyclables
Blue Ridge Landfill	Franklin	PA	Paper, glass, plastic, scrap metal.
Commonwealth Environmental Systems (CES)	Schuylkill	PA	Plastic bottles and jugs; metal cans; ferrous metal
Sandy Run Landfill, LLC	Bedford	PA	Plastic bottles and jugs; clear, brown, and green glass containers; metal cans; paper; cardboard
Southern Alleghenies Landfill	Somerset	PA	Plastic bottles and jugs; clear, brown, and green glass containers; metal cans; paper; cardboard
Cumberland County Landfill (CCLF)	Cumberland	PA	Plastic bottles and jugs; metal cans; newspaper; cardboard; paper
Laurel Highlands Landfill	Cambria	PA	Metal cans; paper; tires
Mountain View Reclamation Landfill	Franklin	PA	Metal cans; paper; tires
Wayne Township Landfill	Clinton	PA	Plastic bottles and jugs; glass bottles and jugs; metal cans; newspaper; cardboard; paper
York County Resource Recovery Center (YCRRC)	York	PA	Metal cans; cardboard; textiles (clothing and shoes)

CHAPTER 4

DESCRIPTION OF RECYCLING PROGRAM

CHAPTER 4.
Description of Recycling Program

Chapter Overview and Requirements

Act 101 of 1988 (Act 101) and Chapter 272 of the Pennsylvania Code require Franklin County to develop and implement proper waste management policies and practices and to report quantities of recycled materials to PADEP annually. The goal of this Chapter is to demonstrate how the County will reach the 35% diversion goal during the 10-year planning period. A description of Franklin County's education program, implementation schedule, and estimated cost of the County's selected recycling program will be described below.

4.1 Existing Recycling System

4.1.1 Diversion

Provision of recycling services is mostly privatized in the County; there is one public hauler providing hauling services for recyclables (Borough of Chambersburg). Municipalities take proposals/quotes from private sector service providers to deliver the specified services. Public-private contracts determine collection frequency, materials collected, size of containers, and type of collection. Subscription service provides residents in the community the opportunity to "subscribe" for curbside recycling service. Non-subscription service provides curbside recycling to everyone in the community.

In Pennsylvania, Act 101 mandated communities are required to report both residential and commercial recycling materials through the state's online data portal, Re-TRAC. In 2023, over 38,000 tons of materials were reported as diverted from the landfill. The materials and tons diverted are shown in Table 4-1.

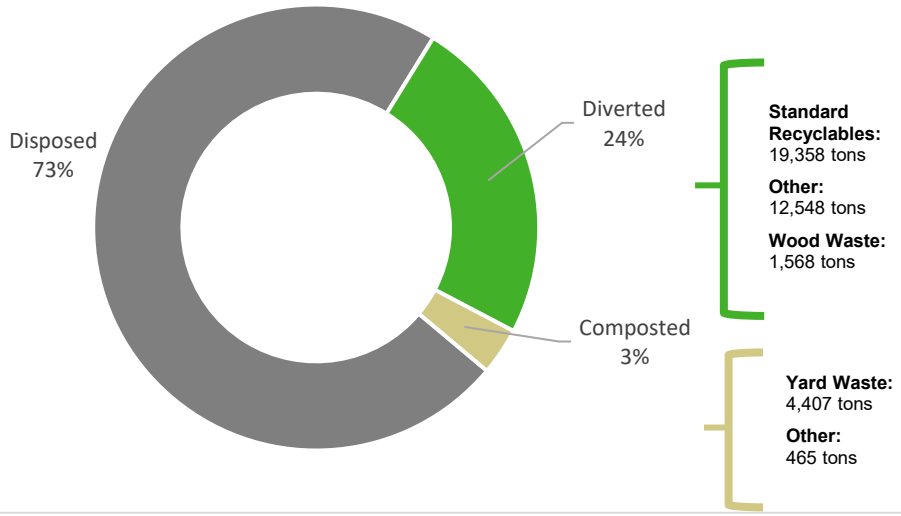
Table 4-1 Materials Recycled in 2023

Material	Residential Tons	Commercial Tons	Total Tons †
Aluminum cans	4	0	4
Aluminum scrap	10	11,333	11,342
Antifreeze	0	0	0
Brass	1	0	1
Cardboard	1,158	8,324	9,482
Cartons	0	1	1
Commingled*	4,352	2,902	7,254
Construction & Demolition Materials	281	0	281
Copper	2	0	2
E-Waste	55	9	65
Ferrous Metal	19	1	19
Food Scraps**	0	465	465
Household Hazardous Waste (HHW)***	0	71	71

Material	Residential Tons	Commercial Tons	Total Tons
Lead	1	0	1
Batteries	2	263	264
Other Glass	0	0	0
Mixed paper (includes shredded)	145	737	882
Mixed metals (includes drum steel)	521	307	828
Magazines	12	0	12
Newspaper	12	0	12
Non-ferrous Metal	0	7	7
Office Paper (includes shredded)	175	1,453	1,628
Organics (Leaf and Yard Waste)	4,126	281	4,407
Plastic Containers	13	146	159
Flexible Film	0	37	37
Steel, tin, and mixed metal cans	12	5	17
Misc./Other Consumer Items	9	17	26
Tires	69	89	158
Wire/Cable	2	0	2
White Goods	2	0	2
Wood Waste	1,114	455	1,569
TOTAL	**12,097**	**26,903**	**39,000**

Source: Franklin County Act 101 Re-TRAC Recycling Report, 2023
*Commingled stream includes materials such as paper, cardboard, paperboard, plastic bottles and jugs, metal containers; glass containers, food and beverage cartons.
**Food scraps are source-separated. Includes composted, animal feed, and digestion methods of disposal and processing.
***HHW includes household cleaning products, pesticides, paints, automotive fluids, CFLs, and fluorescent tubes. E-Waste and battery recovery tracked separately.
†Displayed amounts may reflect minor inconsistencies due to the rounding of residential and commercial tonnages

Figure 4-1 Diversion Measured in 2023



In the baseline year, 2023, Franklin County recycled 24% and composted 3% of municipal solid waste from the landfill, falling short of the DEP 35% aspirational goal while meeting the 25% Act 101 statutory minimum goal. In comparing the data over the past four years, there is a declining trend in the amount of ferrous metal, non-ferrous metal, aluminum cans, and office paper. There also appears to be confusion and inconsistencies in the reporting from municipalities.

From anecdotal conversations between Franklin County Planning Department staff and municipal stakeholders, several noted the exclusion of glass in their curbside recycling programs. This further contributes to the reduced volume of material measured as diverted.

Another factor is the "evolving ton," a term used to describe the shift in the overall composition of the municipal solid waste stream over the past 30 years. Throughout the nation, many have seen a decline in recycling tonnages because of evolving materials. The collection of some materials has changed dramatically, especially in curbside single stream collection systems. Societal and lifestyle trends have fundamentally changed the composition and type of materials in the waste stream such as aseptic/cartons, bulky rigid HDPE plastics, tubs and lids (Nos. 2, 4 and 5 plastics). These materials are becoming more prevalent in the waste stream. This lighter feedstock is taking the place of denser printed materials and consumer packaging. The volume of a ton has increased with the loss of ton density. There may be more volume, but it weighs less. Plus, as manufacturers seek to use less energy and materials for greater savings along the production and distribution chains, the weight of lighter feedstock is also decreasing. Essentially, recycling programs will need to collect more volume in order to maintain tonnages.

Figure 4-2 depicts the tonnages of the standard recyclables diverted. Paper comprises the majority of the standard recyclables diverted and includes cardboard, mixed paper, magazines, newspaper, and office paper. The commingled (single stream) materials include paper, paperboard, cardboard, plastic bottles and containers, metal containers, and glass containers. The materials may vary depending on the community contract with the hauler.

Figure 4-2 Standard Recyclables Diversion 2023

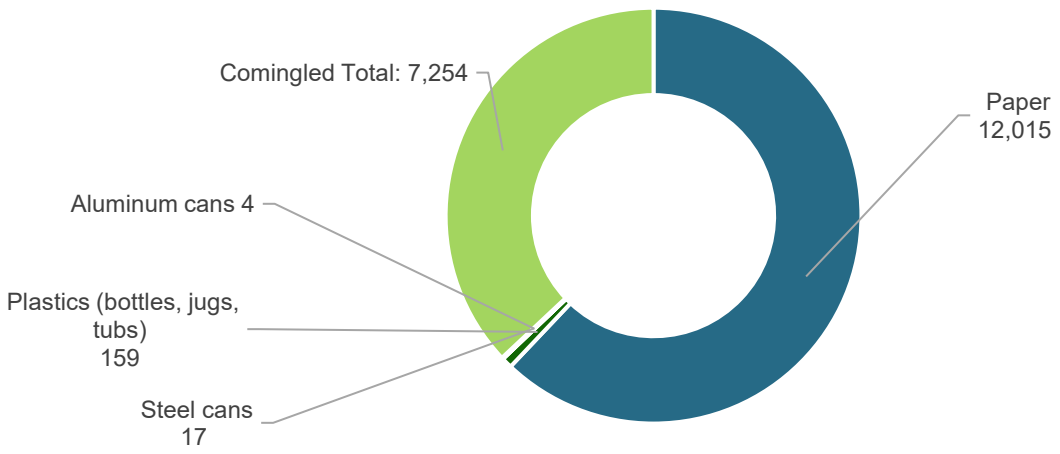


Figure 4-3 depicts the tonnages of hard-to-recycle materials diverted. Figure 4-4 depicts the tonnages of other materials reported as diverted.

Figure 4-3 Hard-to-Recycle Materials Diversion 2023

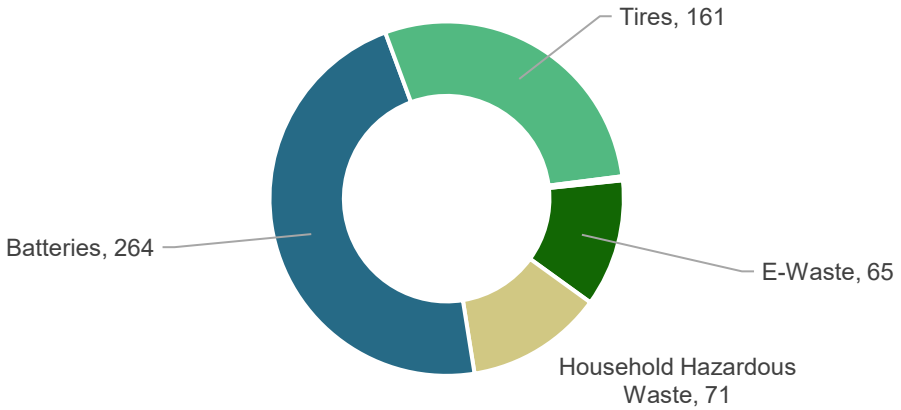
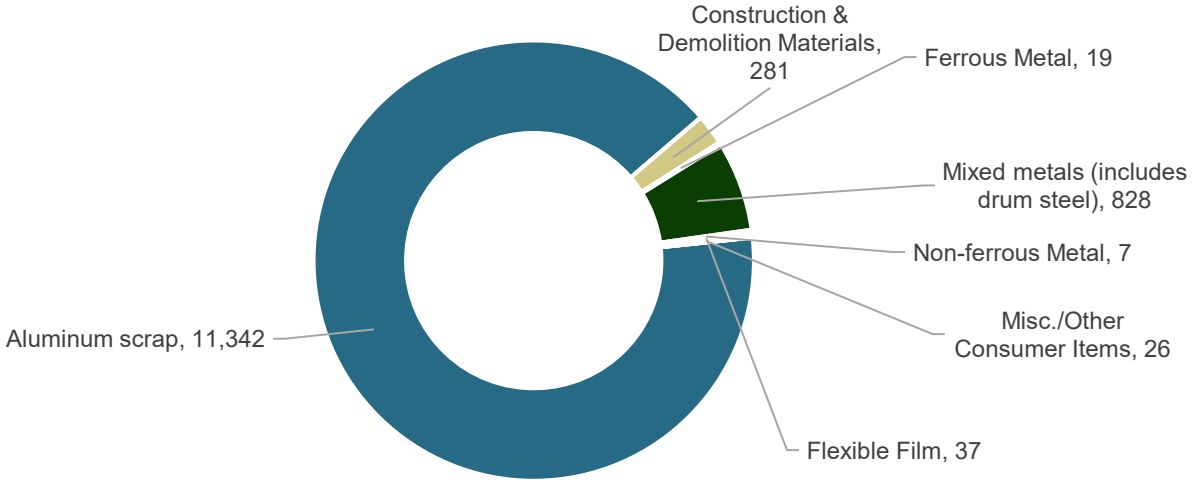


Figure 4-4 Other Material Categories Diverted 2023



*Materials less than 4 tons are not shown in this graph

4.1.2 Evaluating Greenhouse Gas Emissions

The Waste Reduction Model (WARM)

Gases that trap heat in the atmosphere are called greenhouse gases (GHGs). These gases include carbon dioxide (CO^2), methane (CH^4), nitrous oxide (N_2O), and fluorinated gases. Each gas has its own global warming potential (GWP) with carbon dioxide establishing the baseline global warming potential, all other gases are compared in units of carbon dioxide equivalent (CO2e). Each gas has varying degrees of impact on the climate and is dependent on the quantity in the atmosphere, the time these gases remain in the

atmosphere, and how strong their GWP is on the atmosphere. Disposal and treatment of materials results in greenhouse gas emissions from collection, transportation, disposal, manufacturing, etc.

The most common method to measure the climate impact of waste management is to measure it in terms of carbon dioxide equivalents. Because waste reduction and waste disposal result in multiple types of greenhouse gases, the conversion to a standard carbon equivalent measurement allows for a total quantification of impacts. It also establishes a standard language to compare these sources of emissions to other sources like transportation and energy reduction efforts. A carbon dioxide equivalent means the number of metric tons of CO^2 emissions with the same global warming potential as one metric ton of another greenhouse gas. The international standard for reporting CO^2 emissions is metric tons. Carbon dioxide quantities will be reported as MTCO2e, metric tons of carbon dioxide equivalent.

Produced by the US EPA, the Waste Reduction Model (WARM) was designed to help solid waste planners, municipal leaders, and other stakeholder organizations track and report greenhouse gas emissions reductions. It is a tool that helps decision-makers predict the strategies that have the greatest impact on reducing GHG emissions. The WARM model calculates GHG emissions across six waste management modalities (source reduction, recycling, composting, anaerobic digestion, combustion, and landfilling). Modeling different combinations of waste management practices allows decision-makers to see which approach leads to the least GHG entering the atmosphere.

WARM is a standard tool used for waste management GHG impacts, however, the model does have limitations. For example, the WARM GHG-related impacts of composting organics were developed within the framework of the larger WARM development effort and the presentation of results, estimation of emissions and sinks, and description of ancillary benefits are not comprehensive. Also, the material categories within the model are not exhaustive; therefore, materials like household hazardous wastes (HHW) are excluded from the modeling because they have no relevant WARM proxy.

Franklin County used the WARM model to show municipal solid waste management impacts to managing materials through diversion from the landfill. The report below shows the metric tons of carbon dioxide equivalent (MTCO2e) which describes the global warming potential of all common greenhouse gases as an equivalent to CO2. Negative values indicate savings while positive values indicate increasing emissions.

As shown in 2023, a savings of 145,292 MTCO2e were realized. With the projected increase in diversion by 2033, there is an estimated additional reduction of 564 MTCO2e of greenhouse gases. The estimated increase in diversion is equivalent to:

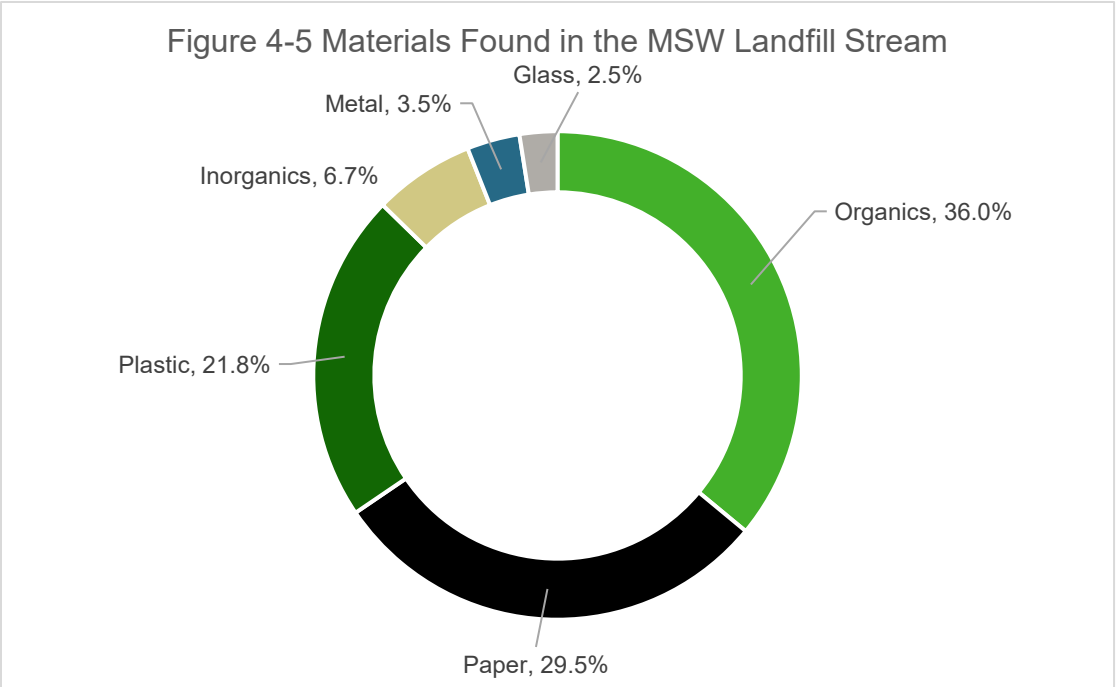
- Adding annual emissions from an additional 120 vehicles
- Conserving an additional 63,485 gallons of gasoline
- Conserving an additional 69 household's energy consumption

Total GHG Emissions from Baseline Year (2023) ($MTCO_2E$):	**(145,292)**
Total GHG Emissions from 6th Year Alternative (2033) ($MTCO_2E$):	**(145,856)**
Incremental GHG Emissions ($MTCO_2E$):	**(564)**

Note: Negative values indicate GHG savings

4.2 Potential Recycling System

To evaluate diversion potential, Franklin County reported disposing of approximately 103,000 tons of municipal solid waste in 2023. Based on regional data from the Pennsylvania DEP's 2022 statewide waste characterization study—which classifies Franklin County as part of the southcentral, suburban region—an analysis suggests that more than 80% of the landfilled materials could be diverted through reuse, recycling, or other recovery strategies. This translates to an estimated 82,000 tons of additional material that Franklin County could potentially divert from landfills.



Source: PADEP Waste Characterization Study, Southcentral region, Suburban results, 2022.

Table 4-2 estimates a capture rate for each material category shown. Calculating a capture rate helps to understand how effectively a recycling program is recovering specific materials from the waste stream.

Table 4-2 Estimated Capture Rate of Materials, 2023

Material Categories	Annual Tons Disposed[1]	Annual Tons Diverted[2]	Total Tons Material Generated	Capture Rate
Plastic Containers	3,832	159	3,991	4%
Plastic Film	7,146	37	7,183	1%
Aluminum Cans	621	4	626	1%
Animal By-Products	3,418		3,418	0%
Aseptic Boxes & Gable Top Cartons	207	1	208	0%
Batteries (all)	104	264	368	72%
Glass Containers	1,554		1,554	0%

Material Categories	Annual Tons Disposed[1]	Annual Tons Diverted[2]	Total Tons Material Generated	Capture Rate
Bulky Materials	1,554		1,554	0%
Compostable Paper	7,664		7,664	0%
Cardboard	8,700	9,482	18,182	52%
Durable/Bulky Rigid Plastics	2,693		2,693	0%
Electronics - Covered Devices	0	65	65	100%
Expanded Polystyrene	1,243		1,243	0%
Food Waste	14,914	465	15,379	3%
Furniture	1,139	2	1,141	0%
Paper	8,596	2,533	11,130	23%
Other Aluminum	414	11,342	11,756	96%
Other C&D	1,036	281	1,317	21%
Other Electronics	414	2	416	0%
Other Ferrous Metals	1,139	847	1,987	43%
Other HHW	104	232	336	69%
Other Inorganics	518		518	0%
Other Non-Ferrous Metals	414	12	426	3%
Other Organics	2,589		2,589	0%
Remainder/Composite Plastics	3,625	7,161	10,786	66%
Steel Cans	1,139	17	1,157	2%
Textiles & Leather Products	2,900	26	2,926	1%
Wood - Painted	2,693		2,693	0%
Wood - Unpainted	3,936	1,569	5,505	29%
Yard Waste - Grass	829		829	0%
Yard Waste - Other	2,279	4,407	6,685	66%
Non-Recoverable Materials	16,158			15.6%
Total (tons):	87,414	38,910	142,482	84.4%

Source:
[1]PADEP Waste Characterization Study, Southcentral region, Suburban results, 2022 and Franklin County reported municipal solid waste tonnages disposed.
[2]Franklin County Act 101 Re-TRAC Recycling Report, 2023

Franklin County has minimal oversight of local recycling programs, assigning responsibility to the municipalities and political jurisdictions to provide voluntary or mandatory recycling programs to their residents. Thus, actual tonnages diverted from disposal as well as available outlets for recyclable materials varies from community to community. A description of current municipal programs and materials diverted can be found later in this Chapter.

4.3 Value of Materials Lost to Disposal

The amount of paper, plastics, metal and glass estimated in landfills represents $1.68 million in lost economic value. Post consumer recyclable commodity prices fluctuate; thus, an average market price was determined for the analysis in Table 4-3.

In 2023, cardboard, which comprises 8% of the waste stream, had an average market price of $102 per ton, resulting in nearly $890,000 in lost value. Mixed paper, compromising 6% of the waste stream, contributes an additional $445,917 in lost value at $71 per ton. Steel cans, though only roughly 1% of the waste stream, were valued at $182 per ton, the highest among the listed commodities. The loss of steel cans to landfill disposal equates to more than $207,500.

Table 4-3 Value of Common Recyclables Found in Waste Stream

Commodity	% Recyclables in MSW Stream	Tonnage Landfilled	Average Market Price ($/ton)	Market Value of Commodity Disposed
Aluminum Cans	.6%	621	$81	$50,336
Glass	2.5%	2,598	$25	$64,733
Mixed Paper	6.1%	6,318	$71	$448,570
Cardboard	8.4%	8,700	$102	$887,405
Rigid Plastics	2.6%	2,693	$18	$48,472
Steel Cans	1.1%	1,139	$182	$207,351
Total				**$1,706,867**

Sources:
PA DEP Bureau of Waste Management Disposal Info: Waste Receipts in Tons of Waste
PA DEP Waste Characterization Study, Southcentral region, Suburban results
RecyclingMarkets published average commodity pricing February 2024 – February 2025 Midwest Region

In addition to the lost commodity revenue, the disposal of these materials also incurs significant cost. With an estimated landfill tip fee of $115 per ton, the total disposal cost for these materials is approximately $2.43 million. Together, these figures highlight both the economic loss from missed recycling opportunities and the financial burden of landfill disposal.

4.4 Processors

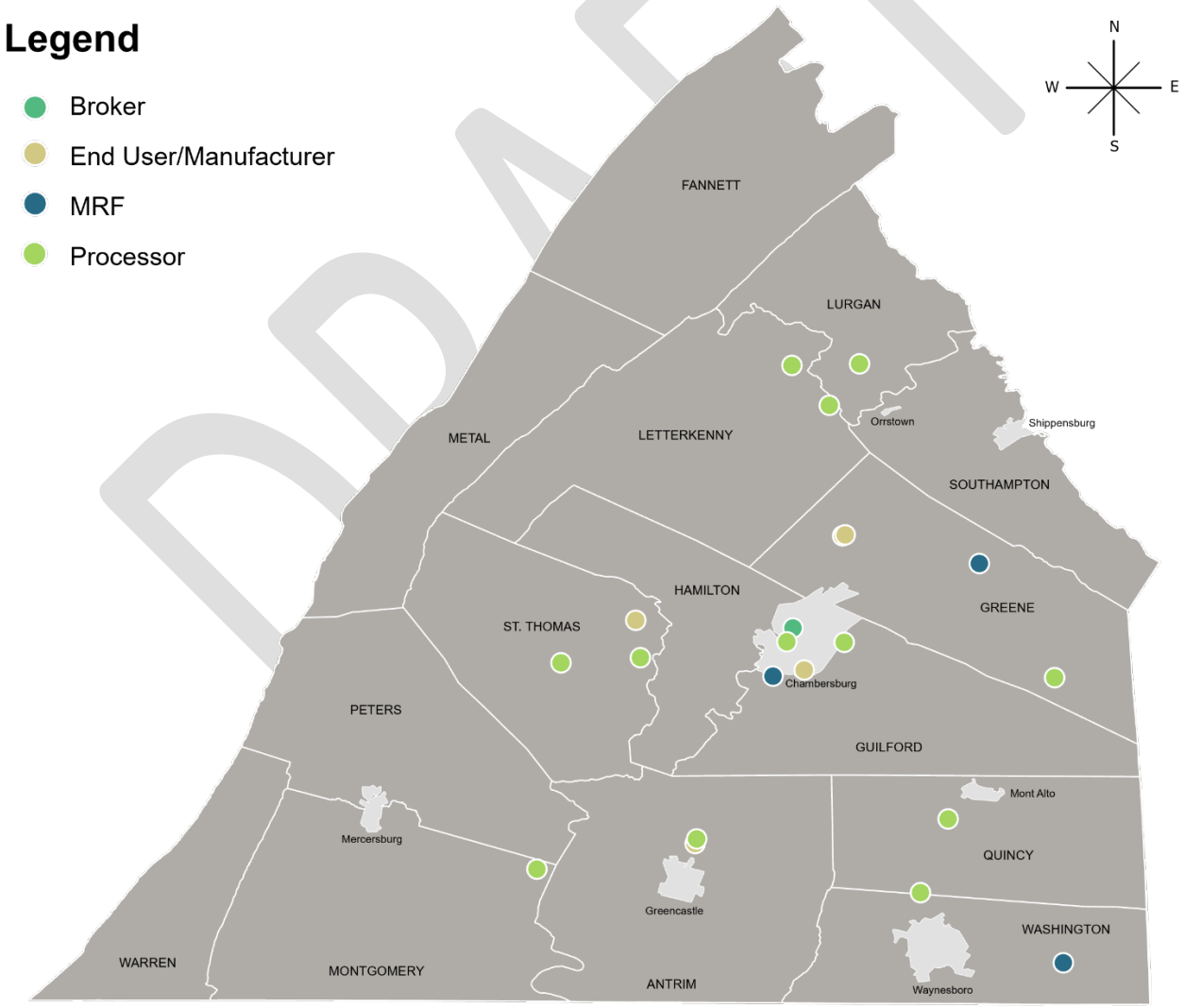
There is an increasing dependency on recycled feedstocks to make goods. Circular economy approaches are part of a larger sustainable materials management methodology that moves away from the traditional reliance on disposal as the first option for waste management.

When recycled material leaves the household, commercial, or industrial business it begins a journey to become feedstock for material goods. Processing is one step of the value chain in becoming a recycled material or compost. First stage sorter or primary processors/aggregators, such as material recovery facilities and composting facilities, and second stage facilities, such as secondary processors that perform further separation, are critical pieces in how material is processed locally and regionally.

Franklin County has processing capacity and local infrastructure to effectively sort and process many post-consumer residential and commercial materials circulating in the recycling system today, including common recyclables such as boxboard and corrugated cardboard, mixed and office paper, magazines and newspapers, aluminum and steel cans, and plastics #1 and #2 (bottles, jugs, tubs, and containers). While additional materials such as clear and colored glass bottles and containers are also able to be processed locally, not all municipalities collect them because hauler contracts increase costs or deter from collecting.

There are two MRFs located in Franklin County, which are also primary processors, and 12 other primary and secondary processors. Figure 4-6 maps the processing infrastructure in the County (Table 2-4 in Chapter 2 identifies name and address of each processor).

Figure 4-6 Map of Processors in Franklin County



Source: Pennsylvania Recycling Markets Center

There are also two out-of-county MRFs that may also accept recyclable materials from Franklin County.

Franklin County uses a combination of public and private sector processors. Table 4-5 identifies the material categories each processor listed as accepting. The materials are divided into groupings of standard recyclables, hard-to-recycle materials, and other material categories. The materials listed under standard recyclables follow The Recycling Partnership's designated list of those packaging and printed paper materials that should be captured in curbside recycling. This Plan groups materials to begin the communication and educational alignment needed throughout the county.

Table 4-5 In-County Processors

Standard Recyclables	In County Processor	Ownership	Total Tons Accepted	Total Throughput Capacity
Paper • Mixed • Office • Newspaper • Magazines & catalogs • Junk mail • Paperboard Cardboard	Chambersburg Waste Paper Co.	Private	DNR	DNR
	Washington Township Recycling Center	Public	DNR	DNR
	Ag Plastic Solutions	Private	DNR	DNR
	Dave's Auto Salvage and Sales, LLC - Cardboard only	Private	DNR	DNR
	Mountain View Reclamation -cardboard and newspaper	Private	DNR	DNR
	Newcomer's Auto & Truck Parts -cardboard	Private	DNR	DNR
Plastics #1 PET bottles, jugs, and tubs	Chambersburg Waste Paper Co.	Private	DNR	DNR
	Washington Township Recycling Center	Public	DNR	DNR
	Mountain View Reclamation	Private	DNR	DNR
Plastics #1 PET non-bottles	Chambersburg Waste Paper Co.	Private	DNR	DNR
	Washington Township Recycling Center	Public	DNR	DNR
Plastics #2 HDPE bottles, jugs, and tubs	Chambersburg Waste Paper Co.	Private	DNR	DNR
	Washington Township Recycling Center	Public	DNR	DNR
	Mountain View Reclamation	Private	DNR	DNR
Steel Cans	Chambersburg Waste Paper Co.	Private	DNR	DNR
	Washington Township Recycling Center	Public	DNR	DNR
	Beecher's Auto Salvage	Private	DNR	DNR
	Mountain View Reclamation	Private	DNR	DNR
	St. Thomas Towing and Recycling	Private	DNR	DNR
Aluminum Cans	Chambersburg Waste Paper Co.	Private	DNR	DNR
	Washington Township Recycling Center	Public	DNR	DNR
	American Recycling Services	Private	DNR	DNR
	Beecher's Auto Salvage	Private	DNR	DNR

Standard Recyclables	In County Processor	Ownership	Total Tons Accepted	Total Throughput Capacity
	Hostetter's Salvage & Recycling	Private	DNR	DNR
	Mountain View Reclamation	Private	DNR	DNR
	Newcomer's Auto & Truck Parts	Private	DNR	DNR
	St. Thomas Towing and Recycling	Private	DNR	DNR
Cartons	None			
Glass (all colors)	Mountain View Reclamation	Private	DNR	DNR
Hard-to-Recycle Materials	**In County Processor**	**Ownership**	**Total Tons Accepted**	**Total Throughput Capacity**
Batteries (automotive)	Washington Township Recycling Center	Public	DNR	DNR
	Beecher's Auto Salvage	Private	DNR	DNR
	Hostetter's Salvage & Recycling	Private	DNR	DNR
	Newcomer's Auto & Truck Parts	Private	DNR	DNR
	St. Thomas Towing and Recycling	Private	DNR	DNR
Batteries (all others)	Battery Warehouse	Private	DNR	DNR
Tires	Chambersburg Waste Paper (CWP)	Private	DNR	DNR
White Goods/Appliances	Washington Township Recycling Center	Public	DNR	DNR
	Beecher's Auto Salvage	Private	DNR	DNR
	Mountain View Reclamation	Private	DNR	DNR
	St. Thomas Towing and Recycling	Private	DNR	DNR
E-Waste	Goodwill Keystone	Private	DNR	DNR
Household Hazardous Waste	None			
Other Material Categories	**In County Processor**	**Ownership**	**Total Tons Accepted**	**Total Throughput Capacity**
Polypropylene (#5)	None			
Film & Flexibles (LDPE)	Chambersburg Waste Paper Co.	Private	DNR	DNR
	Ag Plastic Solutions - Also accepts plastic pellets	Private	DNR	DNR
PVC	Chambersburg Waste Paper Co.	Private	DNR	DNR
Aluminum Scrap	Dave's Auto Salvage and Sales, LLC	Private	DNR	DNR
	Hostetter's Salvage & Recycling	Private	DNR	DNR
	Newcomer's Auto & Truck Parts	Private	DNR	DNR
	St. Thomas Towing and Recycling	Private	DNR	DNR
Ferrous Metal	Beecher's Auto Salvage	Private	DNR	DNR
	Dave's Auto Salvage and Sales, LLC	Private	DNR	DNR
	Hostetter's Salvage & Recycling	Private	DNR	DNR

Standard Recyclables	In County Processor	Ownership	Total Tons Accepted	Total Throughput Capacity
	Newcomer's Auto & Truck Parts	Private	DNR	DNR
	St. Thomas Towing and Recycling	Private	DNR	DNR
Lead	None			
Mixed Metals	None			
Non-ferrous Metals	American Recycling Services	Private	DNR	DNR
	Beecher's Auto Salvage	Private	DNR	DNR
	Hostetter's Salvage & Recycling	Private	DNR	DNR
	Newcomer's Auto & Truck Parts	Private	DNR	DNR
	St. Thomas Towing and Recycling	Private	DNR	DNR
Wood (clean, uncontaminated)	Chambersburg Waste Paper Co.	Private	DNR	DNR
Wood Pallets	Aj Pallet Recyclers, LLC	Private	DNR	DNR
C&D	None			
Misc. / Other Consumer Items	None			

Sources:
Pennsylvania DEP "MRFs" Excel spreadsheet.
Pennsylvania Recycling Markets Center
Google and phone interview research, August - October 2025.
*DNR = Do Not Report

The two in-county MRFs accept recyclables collected in a single stream, commingled together. The tonnages processed by each facility are unknown, as the municipalities have different processing arrangements. Despite repeated attempts to capture data on the tonnages and throughput capacity of Franklin County material processors, this remains a gap in the system.

Two MRFs in York County are within transport distance and could accept Franklin County materials. Both are roughly 70 and 85 miles from Chambersburg and where a hub and spoke haul system could be accommodated, if additional MRF capacity is needed. Table 4-6 identifies the material categories those processors accept.

Table 4-6 Out-of-County Processors

Standard Recyclables	Out-of-County Processor	Ownership	Total Tons Accepted	Total Throughput Capacity
Paper • Mixed • Office • Newspaper • Magazines & catalogs • Junk mail • Paperboard Cardboard	Penn Waste, Inc.	Private	DNR	DNR
	RCA - York	Private	DNR	DNR

Standard Recyclables	Out-of-County Processor	Ownership	Total Tons Accepted	Total Throughput Capacity
Plastics #1 PET bottles, jugs, and tubs	Penn Waste, Inc.	Private	DNR	DNR
	RCA - York	Private	DNR	DNR
Plastics #1 PET non-bottles	Penn Waste, Inc.	Private	DNR	DNR
Plastics #2 HDPE bottles, jugs, and tubs	Penn Waste, Inc.	Private	DNR	DNR
	RCA - York	Private	DNR	DNR
Steel Cans	Penn Waste, Inc.	Private	DNR	DNR
	RCA - York	Private	DNR	DNR
Aluminum Cans	Penn Waste, Inc.	Private	DNR	DNR
	RCA - York	Private	DNR	DNR
Cartons	Penn Waste, Inc.	Private	DNR	DNR
Glass (all colors)	Penn Waste, Inc.	Private	DNR	DNR
	RCA - York	Private	DNR	DNR
Other Material Categories	**Out-of-County Processor**	**Ownership**	**Total Tons Accepted**	**Total Throughput Capacity**
Polypropylene (#5)	Penn Waste, Inc.	Private	DNR	DNR
Film & Flexibles (LDPE)	None			
PVC	None			
#3 - #7 Bottles	Penn Waste, Inc.	Private	DNR	DNR
#3 - #7 Non-Bottle Rigid Containers	Penn Waste, Inc.	Private	DNR	DNR

At this time, Franklin County cannot state with certainty that MRF's have the capacity to handle an additional volume of materials. A MRF's capacity relates to tons per hour (TPH), but defining that parameter depends on a number of factors, including the total number of tons per year, the hours of operation (hours/week), operating one or multiple shifts, and whether sizing for peak periods is accommodated by top floor capacity, extra operating hours, or excess throughput capability, stream composition and variations in that composition. For example, a small MRF could add a second shift and be able to increase capacity. Thus, MRF processing capacity appears to not be a limiting factor in recycled material supply. The main limiting factor is collecting the material from the residential and commercial sectors.

OPPORTUNITY

The type of materials accepted at a MRF is limiting supply of some material categories. MRF upgrades to use artificial intelligence (AI), more automation, and install glass clean-up systems will expand the material categories that residential and commercial customers can divert from their trash. There is also a growing interest in polypropylene and plastic film and flexibles recovery to be processed at MRFs.

However, each community within the County maintains its own published list of acceptable materials for curbside recycling, based on what their contracted MRF is willing to process and can market effectively. These varying lists make it challenging to communicate consistent recycling guidelines across the County—especially since what is accepted is not always the same as what is technically recyclable. When a material is recyclable but not accepted by a local MRF—or only accepted at an additional cost—it can create confusion for residents trying to do the right thing.

OPPORTUNITY

4.5 Markets

For recycling to close the loop and support a circular economy, processors need to have end markets or end user/manufacturers to purchase the products and manufacture them into new products. Once collected, recyclables are brought to the MRF for sorting. Once sorted those materials are sold to secondary processors for further refinement or directly to end users/manufacturers. Recycled materials are used in a variety of end markets, including lower value and higher value applications.

One thing to keep in mind is that markets for recycled materials are dynamic. Monitoring the supply, recovery, processing and demand can be challenging with the volatility and variability of the different commodities. The nature of how materials individually travel through the supply chain channel, and the opportunities within the supply chain vary for each material. For this Plan, Franklin County did not conduct a supply chain analysis of end markets for the materials collected and recycled from the County. Rather, this section identifies a high-level overview of the known markets and opportunities for standard recyclables accepted in curbside recycling programs.

PAPER

Paper products are widely accepted across Franklin County's community programs and at the processors. To strengthen and expand the end markets for paper products in Franklin County, the following opportunities exist.

OPPORTUNITY

Explore whether paper end markets utilized by the MRFs can accept mixed paper bales with fiber food service packaging included. The challenge with these materials is appropriate communication with MRFs so the opportunity is understood and any potential concerns around accepting packaging associated with food is addressed. The main issue for being able to accept and divert fiber food service packaging may be communication with generators and the MRF. Finally, a challenge with corrugated cardboard is collecting this material from smaller commercial generators that may not have established cardboard recycling.

Another avenue to capture more is to connect with distribution centers to bale corrugated packaging on-site. Alternatively, retail chains could deploy smart compaction units with internet of things (IoT) sensors that trigger pickup only when bins reach threshold weight, optimizing route economics.

Recycled paper and cardboard end markets include:

- Packaging and Corrugated Boxes
  - Fiber Food Service Packaging
    - Paper Cups

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        - Paper Takeout Containers, Trays, Boxes
        - Paper Bags
        - Uncoated Fiber Based Food Service Packaging
- Tissue and Sanitary
- Printing and Writing
- Newsprint and Publishing
- Other End-use Industries
    - Cellulose insulation

PLASTICS

Baled MRF plastics are a primary source of material for U.S. reclaimers. Fluctuations in bale pricing impact the margins of reclaimer operations. Given the effective cap on most recycled resin prices created by virgin resin pricing, when bale prices rise, reclaimer margins are squeezed. Prices for baled plastic commodities, including PET, natural HDPE, and colored HDPE, have experienced significant volatility over the past ten years, impacting reclaimers' bottom lines.

OPPORTUNITY

The current plastic recycling stream in Franklin County only targets recovery of plastics #1 and #2 bottles and jugs and does not include other plastics that could be recovered curbside such as PET thermoforms, non-bottle HDPE, polypropylene (PP), and rigid polystyrene. A challenge for accepting these materials is that taken individually, they comprise a small portion of the overall recyclable stream and thus become an aggregation issue for MRFs. Additionally, there are limited reclaimers interested in purchasing mixed plastic bales, and far more that would be interested in a resin specific bale.

Recycled PET end markets include:

- Synthetic fiber - textiles, carpets
- Food and beverage bottles
- Sheet and film
- Strapping
- Non-food bottles
- Other

Growth in domestic recycled PET usage and incorporation into products is being driven by increasing brand commitments to incorporate recycled resins into products.

Recycled HDPE end markets include:

- Non-food bottles
- Pipe
- Lumber decking
- Automotive

DRAFT

ALUMINUM CANS

Collected aluminum cans flow may travel through a MRF or scrapper before ending up at a foundry or smelter where the cans are reclaimed into new products. The first step is preparing inbound material, then shredding, followed by additional separation of shredded scrap. The scrap is then melted into an alloy then depending on the end use application it is casted or fabricated.

Recycling aluminum is virtually infinite and making recycled aluminum only takes around 5% of the energy needed to make new aluminum. While primary aluminum production remains a vital part of the American aluminum supply chain, more than 80% of U.S. production today is in making recycled (or secondary) aluminum.[1].

Recycled aluminum end markets include:

- Aluminum cans
- Aircraft and aerospace
- Automotive
- Electrical
- Foil and packaging
- Building and construction
- Electronics and appliances
- New and innovative markets

Aluminum cans are widely accepted at all the processors and many scrappers in Franklin County. This allows for outlets in curbside recycling programs as well as drop-off at buybacks and scrappers.

STEEL CANS

Steel cans follow the same value chain route as aluminum cans. Most steel cans are used for food products, followed by paint, aerosols and other products. Steel cans account for more than 95 percent of food cans.

Recycled steel can end markets include:

- Steel can sheet
- Steel products

GLASS

Many of Franklin County's communities have lost access to glass recycling in their curbside collection programs. Some of the challenges faced are higher costs to collect, process, and transport due to its weight and easily breakable nature. When it breaks, glass causes contamination to other recyclable commodities, making them less marketable and of less value. Due to its abrasiveness, glass is damaging to recycling equipment as well.

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[1] https://www.aluminum.org/Recycling

DRAFT

Recycled glass end markets:

- Glass containers (bottles and jars)
- Construction industry (aggregate asphalt, concrete)
- Fiberglass (insulation)
- SFRM (sprayed fire-resistant material)

Recycled glass beneficial uses:

- Crushing into a uniform size cullet to substitute for sand and gravel backfill projects
- Landscape mulch
- Drainage media for pervious pavements
- Bedding material for sidewalks

To strengthen and expand the end markets for glass containers in Franklin County, the following opportunities and alternatives exist.

An alternative is for the County to invest in a small glass crushing machine to crush the collected residential glass into sand that could be used to fill potholes offered back to the community.

OPPORTUNITY

Initiate conversations with the private and public MRF to retrofit their facilities with glass recovery system to clean-up glass and make the output product cleaner. Upgrades for glass recovery to publicly owned MRFs could be funded by the State's 902 grants. Another type of project that could be funded with the 902 grant is for glass-only drop-off collection sites.

4.6 Compatibility

Franklin County's recycling program works alongside other systems used to manage waste—such as landfilling, energy recovery through incineration, and composting. As discussed in Chapter 2, 99% of Franklin County's waste is disposed of at in-state landfills and resource recovery facilities. Two of the eight facilities that accepted MSW and other waste from Franklin County in 2023 were resource recovery facilities. Franklin County anticipates that municipal recycling efforts will continue throughout this Planning period, diverting 25 - 30% of Franklin County's waste stream away from disposal or energy recovery.

- Operational efficiency – Recycling does not interfere with or duplicate efforts in landfilling or composting.
- Infrastructure alignment – Recycling is designed as component of the system. As shown in Table 4-2 there are local processors in the County. Additionally, the Blue Ridge Landfill provides a drop-off for collecting recyclables. Providing curbside recycling or additional drop-offs in non-mandated communities would ensure the collection infrastructure for recycling matched trash collection.
- Economic viability – Since the China National Sword policy in 2018, recycling processing and tip fee cost increased to the point where recycling is more expensive than the cost to landfill. This threatens the effectiveness of the program.

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- Environmental goals – Recycling diverts materials from the landfill preserving the life of the landfill and ensuring materials become new products. Landfills are one of the largest emitters of greenhouse gases, particularly methane.

4.7 Recyclables Collection Methods

4.7.1 Existing Collection Methods

Franklin County does not directly collect or process recyclable materials.

Act 101 requires municipalities with 10,000 or more people or more than 5,000 people but less than 10,000 people with a population density of more than 300 people per square mile to establish and implement recycling programs. As of 2023, there are seven mandated and 14 voluntary municipal recycling programs in Franklin County. This means that over 95% of municipalities in the County have access to a recycling, composting, and/or source reduction program.

Curbside collection is provided through municipal contracted systems in seven of the eight mandated communities, with the Borough of Chambersburg self-hauling. Subscription curbside is available in the 13 of the non-mandated or voluntary municipalities. In mandated municipalities, multi-family units with four units or less are also being serviced by curbside contracts. The County anticipates the communities will continue their curbside programs during this 10-year planning period.

4.7.1.1 Mandated Programs Recyclables

The seven communities in Franklin County providing curbside recycling are the Boroughs of Chambersburg and Waynesboro, along with the townships of Antrim, Greene, Guilford, Hamilton, and Washington. In addition, these mandated communities must also prevent yard and leaf waste from entering the landfill, so additional yard waste collection is provided in these communities as a requirement of Act 101.

All seven mandated communities collect recyclables in a single stream.

As shown in Table 4-2, Act 101 mandated communities report both residential and commercial recycling materials in Re-TRAC. The combined tonnages are provided below, in Table 4-7. In reference year 2023, a total of 38,911 tons of material were collected by the mandated and non-mandated municipalities through curbside and drop-off recycling programs. Seven of the non-mandated municipalities choose not to report through the annual Re-TRAC system. With the current available data, Franklin County is not meeting the 35% diversion goal set by the Commonwealth of Pennsylvania in 2002.

Five of the seven mandated communities have access to drop-off recycling programs; however, there are only three drop-off locations in the County. Mandated municipalities in Franklin County primarily utilize Chambersburg Waste Paper (CWP) or the Washington Township Transfer Station for drop-off recycling and specialty recycling needs such as electronics or tire recycling. Antrim Township operates its own drop-off recycling centers. Antrim Township's drop-off recycling location is open weekly on Saturdays and is available to Township residents only. Guilford Township partners with Chambersburg Waste Paper (CWP) for bulk waste and tire recycling days annually.

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For the purposes of this Chapters, a drop-off recycling facility/site is used to describe a location that accepts Act 101 recyclable materials such as paper, cardboard, and more. In other cases, a specialty drop-off facility is meant to refer to facilities or sites that accept hard-to-recycle materials that are not curbside recycling eligible or need additional handling in order to be recycled/diverted.

Table 4-7 Mandated Programs (2023)

Political Jurisdiction	Curbside	Materials Collected Curbside	Drop-offs	Additional Materials Reported	Tons Recycled
Borough of Chambersburg	Yes	Paper, cardboard, paperboard, plastic bottles and jugs, metal containers; glass containers, food and beverage cartons	No	aluminum Scrap, Brass, Lead, Mixed Metals, E-Waste, yard & leaf Waste	16,328
Borough of Waynesboro	Yes	Paper, cardboard, paperboard, plastic bottles and jugs, metal containers, food and beverage cartons	No		1,290
Antrim Township	Yes	Paper, cardboard, paperboard, plastic bottles and jugs, metal containers	Yes	n/a	3,627
Greene Township	Yes	Paper, boxboard, brown paper bags, cardboard, paperboard, plastic bottles and jugs, metal containers	No	aluminum Scrap, Batteries, rubber tires, wood waste, yard & leaf Waste	2,319
Guilford Township	Yes	Paper, cardboard, metal containers	Yes	metals, rubber tires, wood waste, yard & leaf waste, mixed metals	7,609
Hamilton Township	Yes	Paper, cardboard, magazines, newspaper, plastic bottles and jugs, metal containers	Yes	mixed metal, yard & leaf waste	542
Washington Township	Yes	Paper, cardboard, paperboard, plastic bottles and jugs, metal containers	Yes	aluminum scrap, non-ferrous metals, copper, brass, stainless steel, wire/cable, mixed metals, white goods, E-waste, rubber tires, yard & leaf waste	4,925
Total					35,040

Sources:
Franklin County Act 101 Re-TRAC report, 2023
Google search of Borough and Township websites – October 2025
Notes:
Paper includes magazines, office paper, brown paper bags, newspaper, paperboard, junk mail.

4.7.1.2 Commercial Programs

Commercial recycling is reported to DEP annually by the municipalities. In mandated communities such as the Boroughs of Chambersburg and Waynesboro, commercial and institutional establishments must recycle at a minimum high-grade office paper, aluminum corrugated paper, and leaf waste. This includes multi-family rental properties with four or more units.

Currently, Franklin County does not offer any special programs to incentivize commercial recycling efforts or collect data on existing commercial recycling programs. Instead, recycling and composting

measures for commercial businesses in the County are left to the mandated and non-mandated municipalities to track commercially generated waste from their municipality in annual County Re-TRAC reports.

4.7.1.3 Mandated Programs Leaf and Yard Waste

Leaf and yard waste is a significant material category generated and collected through both municipality and commercial programs. Over one-fourth of source-separated materials collected from the County are leaf and yard waste. Currently, there are no food waste composting programs available to residents of Frankin County.

Each mandated municipality provides access to yard waste through either a drop-off location or curbside collection. A brief description of their programs is provided below.

Chambersburg Borough, Hamilton, and Washington Township

In addition to Washington Township residents, both Chambersburg Borough and Hamilton Township residents have access to yard waste composting at the Washington Township Recycling and Refuse Transfer Station. Users of this site must drop off their yard waste trimmings, as Washington Township offers no curbside pick-up of any materials at this time. To access this service, Chambersburg residents must first purchase a Green Yard Waste Card at the Chambersburg Borough Hall before visiting the site. Washington Township has an ordinance prohibiting leaf burning and encourages residents to drop off leaves free of charge at the Transfer Station if leaves cannot be mowed or mulched back into the lawn.

Waynesboro Borough

Waynesboro provides weekly collection of grass clippings from residents. Up to three 32-gallon containers, separate from refuse, are allowed to be placed at the curb weekly for pick-up.

Greene Township

Greene Township operates a year-round composting facility for yard waste and also provides seasonal curbside brush and leaf collection in the spring and fall. Leaf and brush drop-off are provided to residents free of charge, but to purchase mulch or compost, residents must purchase a Greene Card to gain access to the facility.

Guilford Township

Guilford has three local drop-off options for yard waste. Leaves and grass clippings may be taken to Wade Benedict Farm in Chambersburg Monday through Saturday. Brush, bushes, and tree branches can either be disposed of for free at the Guilford Township Maintenance Building Monday through Friday from 7 AM to 3:30 PM (residents only) or for a small fee at the Washington Township Transfer Station in Waynesboro.

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4.7.1.4 Voluntary Programs Recyclables

The 14 communities that provide voluntary curbside provide a mix of drop-off and curbside recycling access, with the majority of municipalities providing subscription access to recycling. The voluntary communities collect recyclables in a commingled single stream.

While not a mandated municipality, the Borough of Greencastle has a Solid Waste and Recycling Ordinance in place, requiring residential and commercial recycling for all commercial, municipal, institutional, and residential generators in the Borough through contracted service with a licensed hauler. As shown in Table 4-8, the Borough of Greencastle has an agreement with WM to operate a drop-off recycling facility for Act 101 eligible recyclables.

Non-mandated, or voluntary, municipalities also have access to special drop-off recycling facilities for hard to recycle materials not eligible for diversion through curbside or other drop-off recycling sites. Residents of Greencastle may use the Washington Township Transfer Station for a small fee to recycle specialty items. Hamilton Township contracts Bulky Item recycling each spring at their Township Building, while Southampton Township provides compost facility access to residents.

Table 4-8 Voluntary Programs (2023)

Political Jurisdiction	Curbside	Materials Collected Curbside	Drop-offs	Additional Materials Reported	Tons Recycled
Borough of Greencastle	Yes	Metal cans, paper, cardboard, paperboard, glass containers	Yes (WM Facility)	Yard waste	1,615
Borough of Mercersburg	Yes (S)	Not reported	No	N/A	N/A
Borough of Mont Alto	Yes (S)	Not reported	No	N/A	N/A
Borough of Orrstown	Yes (S)	Not reported	No	N/A	N/A
Fannett Township	Yes (S)	Not reported	No	N/A	42
Letterkenny Township	Yes (S)	Metal cans, paper, cardboard, paperboard, plastic containers, large rigid plastics	Yes	N/A	59
Lurgan Township	Yes (S)	Metal cans, paper, cardboard, paperboard, clear plastic jugs	Yes	N/A	45
Metal Township	Yes (S)	N/A	No	N/A	N/A
Montgomery Township	Yes (S)	N/A	Yes	N/A	N/A
Peters Township	Yes (S)	Plastics, Aluminum Cans, Paper, Cardboard	Yes	N/A	135
Quincy Township	Yes (S)	Plastics, Aluminum Cans, Paper, Cardboard	Yes (Private)	Scrap metals and white goods	207
St Thomas Township	Yes (S)	Plastics, Aluminum Cans, Paper, Cardboard	Yes	N/A	197
Southampton Township	Yes (S)	Cardboard, paper, clear plastic containers, metal cans	No	Leaves, scrap metal, tires	182

Political Jurisdiction	Curbside	Materials Collected Curbside	Drop-offs	Additional Materials Reported	Tons Recycled
Warren Township	Yes (S)	Plastics, Aluminum Cans, Paper, Cardboard	No	N/A	N/A
Total					2,604

Sources:
Franklin County Act 101 Re-TRAC report, 2023
Google search of Borough and Township websites – October 2025
Notes:
Paper includes magazines, office paper, brown paper bags, newspaper, paperboard, junk mail.
NSC = Non-subscription curbside, provided directly through municipality contract
S = Subscription, household must subscribe directly through haulers for service

4.7.1.5 Voluntary Programs Leaf and Yard Waste

Greencastle Borough

Greencastle Borough provides seasonal curbside leaf collection in the fall to all Borough residents. In addition, the Borough encourages residents to pick up a free disposal card from WM through a community partnership through the Upton Landfill. Residents may dispose of household solid waste and recyclables free of charge every Saturday at the Upton Landfill in Greencastle with proof of current residency.

Shippensburg Compost Facility

The Borough of Shippensburg is a municipality that lies on the border between Franklin and Cumberland Counties. Although not included in Franklin County's Plan Update, Shippensburg is an important piece of Franklin County's organics management strategy and recycling program. The Borough is included in Cumberland County's Plan.

Shippensburg Compost Facility allows residents of Southampton, Letterkenny, and Lurgan Townships in Franklin County to access the compost facility in Shippensburg for a small fee. Southampton Township residents pay a fee of $10 annually, while other eligible residents may access the Residential Pass for $30 annually. All eligible Township residents must register and purchase the Compost Pass at the Shippensburg Borough Office before visiting the site. Commercial and Institutional facilities may also access the compost site, dropping off 10 cubic yards for every $125 punch card.

4.7.1.6 Special Waste Programs

Franklin County offers some County-sponsored specialty waste handling programs, primarily focused on waste tire recycling. Municipalities and commercial businesses also handle the proper disposal and recycling of these materials on their own. As of this Plan Update, the Planning Commission is unaware of any household hazardous waste, batteries, or sharps recycling programs as well as any source reduction programs across Franklin County. Descriptions of existing programs can be found below.

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Tire Recycling

Franklin County offers an annual tire recycling program, with grant funding support from PADEP, as part of the DEP Mosquitoborne Disease Control County Grant program. Franklin County recovered an estimated total of 31 tons of waste tires during the 2022 and 2023 collection events. While this program is primarily focused on improving health outcomes for County residents through reduced risks from mosquito breeding, there are clear environmental benefits from waste tire recycling.

Additionally, there are five municipal-organized waste tire recovery programs in the County: Greene, Guilford, Letterkenny, Southampton, and Washington Townships. Three of these communities are mandated to recycle under Act 101, while the remaining municipalities (Letterkenny and Southampton) offer voluntary programs to support residents.

Chambersburg Waste Paper Transfer Station also offers waste tire recycling for a small fee Monday through Saturday.

Electronic Waste

Goodwill is the primary drop-off recycling location for County residents' electronic waste (e-waste). The Washington Township Transfer Station also accepts e-waste for recycling for a small fee, from Washington Township residents only. Guilford Township will accept e-waste for a fee at their annual bulk events, in partnership with Chambersburg Waste Paper. Chambersburg Waste Paper accepts e-waste drop-off at the Transfer Station Monday through Saturday. Additionally, Chambersburg Borough accepts e-waste from residents annually.

Events/Away From Home Programs

Since the last Plan Update, Franklin County continues to partner with The Institute to offer an Earth Day paper recycling/shredding initiative. In 2023, OSI (the partnering organization) recycled 1,870 pounds of paper. Unfortunately, the rain in 2024 made it difficult to collect paper for recycling so no data is available from that year.

4.7.2 Proposed Collection Methods

Franklin County expects private haulers to continue offering and providing recycling services in this next plan cycle.

Franklin County is available to assist any of the municipalities with review or development of ordinances or contracts for provision of recycling services.

Glass is a material that is either unwanted or where higher tipping fees are imposed. Franklin County will convene a working group of mandated and non-mandated municipalities to explore glass recycling drop-off programs for residents.

4.8 Implementation Schedule

Act 101 requires mandated municipalities to appropriately collect, transport, process, and market their recyclable materials. Municipalities may implement or delegate these responsibilities in one of four ways:

1. Direct oversight of recyclable materials collection, transportation, processing, and end market sales;
2. Contracting services to external entities on behalf of the municipality;

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3. Contracting with a landfill or MRF to guarantee at least 25% of waste received is recycled (the selected facility must obtain prior approval and permitting from DEP); and
4. Utilize a recycling facility demonstrating materials can be marketed as effectively as those materials collected through a curbside recycling program.

Municipalities are exempt from these requirements if they have adopted the required ordinance as a mandated Act 101 municipality and are in compliance with that ordinance. For demonstration purposes, Table 4-9 provides an overview of how each mandated municipality in Franklin County implements their responsibilities.

Table 4-9 Mandated Municipalities' Implementation Schedule (2025)

Political Jurisdiction	Implementation Method	Ordinances ON File and What's Included	Contracted Services	Name of Contracted Service Provider(s)
Borough of Chambersburg	Direct Oversight	Direct and exclusive oversight of recyclable materials collection and transportation. Commercial and multifamily trash customers must make separate recycling arrangements.	n/a	n/a
Borough of Waynesboro	Contract with external entities	All residential refuse, except multifamily, are to be collected by the Borough's contracted trash hauler. Multifamily units are to arrange service on their own.	Curbside waste and recycling collection	Waste Management, Inc.
Antrim Township	Contract with external entities	All property owners must arrange regular trash and recycling collection through a licensed hauler, or self-haul. Residents may dispose of their trash free of charge at Mountain View Reclamation; Recyclable material may be taken free of charge to the township recycling center on Saturdays	Curbside waste and recycling collection	Mountain View Reclamation Landfill (operated by Waste Management, Inc.)
Greene Township	Direct Oversight (yard waste) Contract with external entities (waste and recycling)	Residents must contract with a private, licensed hauler. The township retains the authority to manage trash collection publicly.	Curbside waste and recycling collection Drop-off recycling and compost access	Blue Ridge Landfill (bulk item recycling) Chambersburg Waste Paper (drop-off recycling) Greene Township Composting Facility

Political Jurisdiction	Implementation Method	Ordinances ON File and What's Included	Contracted Services	Name of Contracted Service Provider(s)
Guilford Township	Direct oversight (yard waste) Contract with external entities	Residents must contract with a private, licensed hauler. The township utilizes several haulers for their MSW management needs.	Curbside waste and recycling collection, Bulk item recycling	Chambersburg Waste Paper (bulk item recycling)
Hamilton Township	Contract with external entities	Residents may contract with a trash hauler of their choice. Township offers free bulk recycling annually.	Curbside waste and recycling collection Drop-off yard waste composting	Borough of Chambersburg Green Yard Waste Recycling Center (drop-off yard waste composting) Harry Rotz Landscaping/Composting Facility (drop-off yard waste composting)
Washington Township	Contract with external entities	Township operates a refuse transfer station and recycling center. Residents are encouraged to privately contract with a hauler for curbside services.	Curbside waste and recycling collection	n/a

Sources: Google search of Borough and Township websites – October 2025

The County is exploring more consistent data collection from all mandated and voluntary recycling programs, including commercial programs, to better understand the existing collection methods and programs occurring during the next 10-year planning period.

4.9 Public Education and Outreach Program

Act 101 mandated municipalities must provide a comprehensive and sustained public education program for residents, as well as commercial, municipal, and institutional establishments. Given that Franklin County's mandated municipalities have been operating their programs since the previous ten-year planning update, they are subject to sustained education requirements.

Every six months, each mandated municipality must inform and remind its residents and businesses about recycling requirements. There are many forms of acceptable public methods, including a public notice, newspapers ads, utility bill notifications, municipality newsletters, and websites. A combination of these education methods can be used and at least one method must be printed/available annually. All mandated municipalities in Franklin County currently share information about their recycling and composting programs on municipal websites.

Variety in programs of what is and is not accepted creates confusion in messaging across the County. How can one municipality recycle glass, and another cannot? As mentioned earlier, this is dependent on the processor and their markets - whether a material is recyclable is not entirely relevant. Franklin County sees an opportunity to provide County-wide education specific to what is and what is not recyclable and why.

There is also opportunity to offer county-wide education on the standard suite of recyclables that are accepted in every curbside program.

4.10 Estimated Cost of the Recycling Program

Franklin County does not have a formal budget for the County recycling program, relying on general fund dollars and the State's Act 101, Section 903 grant to fund its part-time County Recycling Coordinator. Responsibility for the program has been primarily delegated to municipalities to manage and operate their own recycling requirements.

The national best practice for robust education programs is $2 / household. The County currently has no budget for this, and we are not seeing a similar expenditure across the mandated or voluntary municipalities. In order to provide education to the municipalities or provide a grant in some fashion in order to implement education programs, a budget will be necessary to provide ongoing education and outreach to all municipalities in Franklin County

There's no mechanism within this Plan Update to obtain this budget. During the disposal capacity agreement process, the County asked for facilities to provide voluntary funding support, but no funding was offered or provided.

The County may apply for an Act 101, Section 902 Recycling Program Development and Implementation Grant from DEP but must come up with a 10% cash match. With a zero-line-item budget, Franklin County is hard pressed to fund an education and outreach program. The County has allowed municipalities to manage and cover educational requirements during the current planning period, which is the strategy likely to continue into the next planning period unless the Planning Department identifies other funding sources.

With the County Recycling Coordinator position, part of the role will be to seek other partnerships and grant opportunities within the recycling industry such as the Glass Recycling Coalition, The Recycling Partnership, and others where appropriate to support a municipality with a specific program as these are not cash-match required funds.

4.11 Gap Analysis

GT Environmental conducted a Gap Analysis for the Franklin County Planning Department in summer 2025. The Gap Analysis reviewed seven waste prevention and diversion action areas across the County's waste management system: Prevention & Reuse, Collection, Processing, End Markets, Partnerships, Policy, and Education & Outreach. These gaps in the County's system were then reviewed with the SWAC at the August 2025 SWAC meeting. The full Gap Analysis document can be found in Appendix A.

The Gap Analysis identified that the weakest action areas were Education & Outreach, Partnerships, Policy, and Prevention & Reuse. During the October 2025 SWAC meeting, GT facilitated a goal setting exercise to help the Committee determine which key areas to focus on improving during the 10-year planning period. The SWAC determined that the following areas were top priorities to explore during the Goal Setting and Program Prioritization process:

1. Glass-only Recycling Drop-off Facility or Program
2. Comprehensive County Recycling Education & Outreach Program

3. Food Donation and Source Reduction Programs
4. Consistent County Data Collection Efforts
5. Development of Multi-Family Recycling Programs
6. Away-From-Home or Public Space Recycling Programs
7. County-wide Household Hazardous Waste Drop-off Program
8. Additional In-County E-waste Collection Options

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CHAPTER 5

SELECTION AND JUSTIFICATION OF MUNICIPAL WASTE MANAGEMENT PROGRAM

CHAPTER 5.
Selection and Justification of Municipal Waste Management Program

Chapter Overview

Chapter 5 is one of the most important chapters in Franklin County's 2026 – 2035 Municipal Waste Management Plan (MWMP) Update. This non-substantial plan revision will not substantively change Franklin County's waste disposal system. The County will continue to flow control waste to the disposal facilities described in Chapter 3 to ensure adequate disposal capacity is available for all waste streams generated by County residents and businesses. The County will continue to improve recycling and composting efforts during the 2026 – 2035 planning period. This Chapter describes the strategies and programs the County will pursue to expand recycling and composting programs.

Franklin County has utilized flow control since 1991 to support implementation of its Municipal Waste Management Plan and to ensure reliable access to permitted disposal capacity for municipal waste generation within the County. The continued use of flow control during the 2026-2035 planning period is intended to support effective system planning, consistent data collection, and accurate reporting of waste generation and disposal, as required under Act 101 and PADEP planning guidance.

Flow control enabled the County to track waste quantities and disposal locations in a consistent manner, which supports long-term capacity planning as well as system and specific program performance evaluation efforts. This information is critical for maintaining an up-to-date and responsive municipal waste management system.

Under this system, waste is directed to privately owned facilities that have entered into an agreement with the County through an RFQ process and are designated in this Plan in accordance with Section 507 of Act 101. Franklin County does not rely on flow control for revenue generation, but rather as a planning and management tool to ensure adequate disposal capacity and reliable data for County and municipal decision-making.

Franklin County does not intend to terminate any recycling programs. The County is exploring adding a glass-only recycling drop-off program for residents, to fill gaps in the current system, but has not yet finalized how a program will be provided and promoted to County residents.

Analysis of Current County Programs

As described in Chapter 4, GT Environmental conducted a Gap Analysis process for the Franklin County Planning Department in summer 2025. Gaps in the County's overall waste management system were reviewed with the SWAC at the August 2025 SWAC meeting. The SWAC determined that the following areas were top priorities to explore during the goal setting process:

1. Glass-only Recycling Drop-off Facility or Program
2. A comprehensive County Recycling Education & Outreach Program
3. Food Donation and Source Reduction Programs

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4. Consistent County Data Collection Efforts
5. Development of Multi-Family Recycling Programs
6. Away-From-Home or Public Space Recycling Programs
7. County-wide Household Hazardous Waste Drop-off Program
8. Additional In-County E-waste Collection Options

After identifying gaps, a goal setting exercise was developed.

During the October 21, 2025 SWAC meeting, the goal setting matrix was reviewed. The matrix was distributed as an online survey open from October 27 – November 10, 2025, for committee members to select, rank, and prioritize programs and facilities. This Goal Setting exercise was conducted to determine where the County should focus its efforts to improve the municipal waste management system during the ten-year planning period.

Committee members were asked to rank their top priorities from least to most priority, based on the eight areas identified above. A scaled score of one is the highest priority for the County, and five is the least priority.

Table 5-1 Prioritization of Programs during 2026 – 2035 Planning Period

Program or Priority Area	Priority	Resources Needed
Additional In-County E-waste Collection Options	1.67	• Identify appropriate location(s) • Staff collection locations • Education and outreach to community organizations • Funding for additional collection and education options.
Comprehensive County Recycling Education & Outreach Program	2.00	• Department social media account • Relationships with local school districts • Staff to build and run school education programs. • Community Outreach Program
County-wide Household Hazardous Waste Drop-off Program	2.00	• Identify appropriate locations or vendors. • Education and outreach • Clear list of acceptable items • Staffed location • Minimal or low costs to businesses or homeowners • Funding for additional collection and education on County options
Consistent County Data Collection Efforts	3.00	• SOP for regular data collection • Coordinate reports on regular schedule. • Easy reporting mechanism for municipalities, institutions, and businesses
Glass-only Recycling Drop-off Facility or Program	3.33	• Marketing of the initiative • Funding to finance program. • Identify appropriate location. • Private contract to run and maintain site

Program or Priority Area	Priority	Resources Needed
Development of Multi-Family Recycling Programs	3.33	• Update County codes and promote draft ordinances for local jurisdictions to pass, encouraging multi-family recycling efforts. • Determine requirements for multi-family housing units to comply with new ordinances. • Cooperation from landlords • Partnership with local commercial developers and landlords
Away-From-Home or Public Space Recycling Programs	3.67	• Contract or County labor to maintain bins. • Development of drop-off centers through public private partnerships • Funding for development and maintenance of drop-off containers • Marketing through local billboards and mail campaign
Food Donation and Source Reduction Programs	4.00	• Partnerships with livestock farmers, homeless shelters, giveback campaigns • Education on liability and food quality standards • Outreach to local restaurants and grocery stores

Source: Franklin County SWAC Goal Setting Survey, November 2025, JotForm.

2026 – 2035 Selected Facilities and Programs

The following programs and facilities will be pursued during the ten-year planning period. A brief description of each program and/or facility is provided below.

Disposal Facili ies and Programs

As described in Chapter 3, nine disposal facilities were selected to provide disposal capacity for Franklin County during the ten-year planning period. These facilities were selected through an RFQ process facilitated by the Franklin County Procurement Department in 2025. The advantage of the selected disposal facilities is that they have voluntarily offered capacity to the County and are considered provided for in the County's plan, per section 507 of Act 101. The disadvantage to the selected facilities is that none of them offered voluntary programmatic or innovative financial assistance in support of the County's recycling program.

No alternative disposal capacity facilities have been expressly excluded from providing capacity to the County. Franklin County will continue allowing additional facilities to petition to designate and provide disposal capacity during the ten-year planning period. Copies of the existing disposal capacity agreements can be found in the Appendix to this Plan.

Recycling Facilities and Programs

Franklin County will continue to rely on the private sector to provide County recycling services to residents and businesses generating MSW and Act 101 eligible recyclables. At this time, the County is not considering other alternatives to private sector intervention in the recycling system, due to a lack of funding for additional programs at the County level.

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Municipalities will continue to be responsible for the transportation, collection and storage of MSW generated within their boundaries, and adopt and implement programs for the collection and recycling of MSW or source-separated recyclables in compliance with Act 101 as mandatory or voluntary municipalities.

The advantage to this strategy is that the private sector has provided programs to the County since the last Plan update, so changes will not be made that significantly disrupt the existing system.

The disadvantage to continuing this strategy is that the County has known gaps in the collection of valuable recyclable materials, specific glass containers. Franklin County could support private or public sector investment into a local/regional glass recycling facility through the pursuit of a DEP grant. However, unless the County decides to pursue additional funding through Act 101 grants, increase tax revenue, user fees, or another combination of funding, the current program will continue.

For a description of the County's current recycling facilities and programs, see Chapter 4.

Composting Facilities and Programs

Franklin County will continue its use of the existing composting facilities, as described in Chapter 4. Franklin County will continue to rely on the private sector to provide County composting services to residents and businesses generating MSW and Act 101 eligible recyclables. At this time, the County is not considering other alternatives to private sector intervention in the composting system, due to a lack of funding for additional programs at the County level.

Municipalities will continue to be responsible for the transportation, collection and storage of organic materials generated within their boundaries and adopt and implement programs for the collection and recycling of organics in compliance with Act 101 as mandatory or voluntary municipalities.

The advantage to this strategy is that the private sector has provided programs to the County since the last Plan update, so changes will not be made that significantly disrupt the existing system.

The disadvantage to continuing this strategy is that the County has known gaps in the collection of valuable compostable materials, specifically food scrap materials. Unless the County decides to pursue additional funding through Act 101 grants, increase tax revenue, user fees, or another combination of funding, the current program will continue.

For a description of the County's current composting facilities and programs, see Chapters 1 and 4.

Waste Reduction Facilities and Programs

Franklin County will continue its use of the existing waste reduction programs and facilities, as described in Chapters 1 and 4. Franklin County will continue to rely on the private sector to provide County waste reduction services to residents and businesses. At this time, the County is not considering other alternatives to private sector intervention in the waste reduction system, due to a lack of funding for additional programs at the County level.

The advantage to this strategy is that the private sector has provided programs to the County since the last Plan update, so changes will not be made that significantly disrupt the existing system.

The disadvantage to continuing this strategy is that the County has known opportunities to divert and prevent additional MSW, recyclable, and/or compostable materials from being generated. Unless the County

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decides to pursue additional funding through Act 101 grants, increase tax revenue, user fees, or another combination of funding, the current program will continue.

For a description of the County's current waste reductions facilities and programs, see Chapters 1 and 4.

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CHAPTER 6

LOCATION

CHAPTER 6.

Location

Chapter Overview

Per 25 Pa. Code. § 272.228 and Act 101, this Chapter identifies the physical locations of municipal waste disposal and processing facilities, as well as the location and description of each recycling program in Franklin County. The facilities listed in this chapter include the approved disposal facilities that have agreed to accept waste from the County during the ten-year planning period, as well as municipal and private facilities operating within or accepting materials from Franklin County.

Franklin County Disposal Facilities

Franklin County has secured adequate disposal capacity from nine facilities, including landfills and resource recovery facilities, during the ten-year planning period, with contracts set to start upon plan approval. All disposal facilities and their back-up facilities will utilize an approved disposal method. All regulated MSW generated in Franklin County, after source reduction and recycling processes have been conducted, will be transferred via waste hauler to the following disposal facilities. This table includes both landfills and resource recovery facilities who submitted qualifications and were approved by the County. As discussed in Chapter 3, the County will continue its strategy of flow control, allowing new disposal facilities to be designated during the ten-year planning period.

Table 6-1 Disposal Facilities Accepting Waste from Franklin County, 2026 - 2035

Facility Name	Facility Address
Blue Ridge Landfill	1660 Orchard Rd. Chambersburg, PA 17202
Commonwealth Environmental Systems (CES)	99 Commonwealth Road Hegins, PA 17938
Sandy Run Landfill, LLC	995 Landfill Road, Hopewell, PA 16650
Southern Alleghenies Landfill	843 Miller Picking Rd. Davidsville, PA 15928
Cumberland County Landfill (CCLF)	620 Newville Road Newburg, PA 17240
Laurel Highlands Landfill	260 Laurel Ridge Rd. Johnstown, PA 15909
Mountain View Reclamation Landfill	9446 Letzburg Road Greencastle, PA 17225
Wayne Township Landfill	264 Landfill Lane McElhattan, PA 17748
York County Resource Recovery Center (YCRRC)	2651 Blackbridge Rd. York, PA 17402

Source: Franklin County Disposal Capacity RFQ Responses, 2025

Processing Facilities

Per Act 101, a processing facility is any place that reduces the bulk of municipal waste and converts parts or all of such waste for off-site reuse. These facilities also accept and process many different types, weights (or volume) of materials. The following processing facilities will receive and process municipal waste from Franklin County. The processing facilities and transfer stations that will process and receive materials from Franklin County during the ten-year planning period are below.

Table 6-2 Processing Facilities

Facility Name	Address
Chambersburg Waste Paper (CWP)	2047 Loop Road, Chambersburg, PA 17202
Washington Township Transfer Station	13013 Welty Rd., Waynesboro, PA 17268

Recycling Facilities

A recycling facility is a facility employing technology that works to separate or classify municipal waste and creates or recovers reuseable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. Materials accepted include but are not limited to, source separated recyclables, leaf and yard waste, electronics, waste oil, and other approved materials that will not be disposed of at a waste disposal facility. This term does not encompass transfer stations, landfills, resource recovery facilities, or composting facilities.

The following recycling facilities will accept and process materials from Franklin County during the planning period. Additional recycling facilities that accept specialty or hard-to-recycle materials can be found on Franklin County's Recycling and Waste Disposal GIS App.

Table 6-3 Recycling Facilities Accepting Materials from Franklin County

Facility Name	Address
Advanced Auto Parts	902 Lincoln Way East, Chambersburg, PA 17201
Ag Plastic Solutions	330 Wolf Ave. Chambersburg, PA 17201
Aj Pallet Recyclers, LLC	8642 Molly Pitcher Hwy., Greencastle, PA 17225
American Recycling Services	6200 Mt. Zion Rd., Waynesboro, PA 17268
Applegate Insulation	1050 Superior Ave. Chambersburg, PA 17201
Autozone	1069 Lincoln Way East, Chambersburg, PA 17201
Battery Warehouse	125 Falling Spring Rd., Chambersburg, PA 17201
Beecher's Auto Salvage	7287 Lincoln Way E Fayetteville, PA 17222
Burdette Iron	5054 Steele Ave., Mercersburg, PA 17236
Chambersburg Borough Garage	324 West Loudon St., Chambersburg, PA 17201
Dave's Auto Salvage and Sales, LLC	472 Saint Thomas Williamson Rd., St. Thomas, PA 17252
Edge Rubber	811 Progress Rd., Chambersburg, PA 17201
EZ Recycling	13004 Sandy Mt. Rd., Orrstown, PA 17244
Firestone Complete Autocare	131 South Franklin St., Chambersburg, PA 17201
First Lutheran	43 W Washington St., Chambersburg, PA 17201
Giant Food Inc	993 Wayne Ave., Chambersburg, PA
Goodwill Keystone - Reworld	1021 Wayne Ave., Chambersburg, PA

Facility Name	Address
Hostetter's Salvage & Recycling	12475 Locust Land, Shippensburg, PA 17257
K.D. Woods Company	925 Superior Ave., Chambersburg, PA 17201
Lowes	1600 Lincoln Way East, Chambersburg, PA 17201
Martin's	500 N Antrim Way, Greencastle, PA 17225
Miller's Sunoco	1027 Lincoln Way West, Chambersburg, PA 17201
Mr. Tire	810 Norland Ave., Chambersburg, PA 17201
Newcomer's Auto & Truck Parts	6405 Nunnery Rd., Waynesboro, PA 17268
Nursery Supplies Inc.	1415 Orchard Dr., Chambersburg, PA 17201
OSI	49 Industrial Dr., Chambersburg, PA 17201
Peckman Farm	961 Peckman Dr., Chambersburg, PA 17201
Pensingers Service	123 Path Valley Rd., Fort Loudon, PA 17224
Rt 30 Auto Repair	5022 Lincoln Way East, Fayetteville, PA 17222
Staples	963 Norland Ave., Chambersburg, PA 17201
St. Thomas Towing and Recycling	4571 Race Track Rd., Chambersburg, PA 17201
Tarco Roofing Materials	8650 Molly Pitcher Hwy., Greencastle, PA 17225
Target	913 Norland Ave., Chambersburg, PA 17201
Triple Nickel	2956 Lincoln Way West, Chambersburg, PA 17202
Walmart	1730 Lincoln Way East, Chambersburg, PA 17202
Weis Markets	1056 Wayne Ave., Chambersburg, PA 17201

Sources: Franklin County Recycling and Waste Disposal App
Pennsylvania Recycling Markets Database

Composting Facilities

Composting facilities are considered a type of processing facility per Act 101 definitions. The following facilities that will continue accept compost material from the County during the planning period. These facilities are permitted through PADEP.

Table 6-4 Composting Facilities

Facility Name	Address
Fulton Farm at Wilson College	1015 Philadelphia Ave, Chambersburg, PA 17201
Greene Township Compost Site	300 Mickey Inn Rd, Chambersburg, PA 17202
Montgomery Township Compost Site	11364 Fort Loudon Road, Mercersburg, PA 17236
Shippensburg Borough Compost Site	111 N. Fayette St. Shippensburg, PA 17257
Chambersburg Borough Green Waste	491 West Commerce Street, Chambersburg, PA 17201

Source: Pennsylvania Permitted Food Waste Composting/Digesting Facilities, October 2023
Franklin County Recycling and Waste Disposal App

Franklin County Recycling Programs

As indicated above, Franklin County's municipalities offer a wide range of recycling options and opportunities for the residents and businesses of Franklin County. Franklin County delegates responsibility for recycling and composting services in the county directly to the municipalities.

Within Franklin County, each municipality offers different recycling and composting services, depending on whether they are a voluntary or mandated community per Act 101. A municipal recycling program is defined as one that collects recyclable household waste, including yard waste, for further recycling processing or composting. These programs include curbside recycling programs as well as drop-off locations. Table 6-5 provides an overview of the programs that will continue during the ten-year planning period. For more details on the programs provided by each Municipality, please see Chapters 1 and 4.

Table 6-5 Municipality Recycling Programs

Political Jurisdiction	Curbside	Drop-offs
Mandatory Programs		
Borough of Chambersburg	Yes	No
Borough of Waynesboro	Yes	No
Antrim Township	Yes	Yes
Greene Township	Yes	No
Guilford Township	Yes	Yes
Hamilton Township	Yes	Yes
Washington Township	Yes	Yes
Voluntary Programs		
Borough of Greencastle	Yes	Yes (WM Facility)
Borough of Mercersburg	Yes (S)	No
Borough of Mont Alto	Yes (S)	No
Borough of Orrstown	Yes (S)	No
Fannett Township	Yes (S)	No
Letterkenny Township	Yes (S)	Yes
Lurgan Township	Yes (S)	Yes
Metal Township	Yes (S)	No
Montgomery Township	Yes (S)	Yes
Peters Township	Yes (S)	Yes
Quincy Township	Yes (S)	Yes (Private)
St Thomas Township	Yes (S)	Yes
Southampton Township	Yes (S)	No
Warren Township	Yes (S)	No

Sources:
Franklin County Act 101 Re-TRAC report, 2023
Google search of Borough and Township websites – October 2025
S = subscription access to recycling, through a private hauler, at the resident's expense

CHAPTER 7

IMPLEMENTING ENTITY IDENTIFICATION

CHAPTER 7.
Implementing Entity Identification

Purpose

This Chapter identifies the entities responsible for implementing the plan on behalf of Franklin County. This chapter identifies and briefly describes the entities responsible for managing and implementing various parts of the 2026 – 2035 Plan Update.

Board of County Commissioners and Planning Department

Franklin County is governed by a board of three commissioners, elected every four years, who are vested with broad policy-making authority to provide services and facilities on a county-wide basis. In accordance with Title 16, Chapter 125, § 12509 of the Pennsylvania Consolidated Statutes, the Board of County Commissioners has the legal power to adopt ordinances and resolution necessary for the administration of county affairs, including those related to municipal solid waste management. This statutory authority empowers the Franklin County Board of County Commissioners to delegate responsibilities, direct appropriate county departments, and ensure compliance with the Solid Waste Plan.

Franklin County's Board of County Commissioners designated the Franklin County Planning Department to be responsible for the implementation of the county's Municipal Solid Waste Plan. Unlike some counties that establish municipal authorities to manage solid waste and recycling functions, Franklin County has opted to retain these responsibilities within county government as departmental functions. Historically, a dedicated Solid Waste and Recycling Coordinator managed these duties; however, this position was eliminated in recent years. The associated responsibilities have since been delegated to the staff of the County Planning Department.

The Planning Department is responsible for overseeing the guidelines and recommendations set forth in the Plan are implemented, according to the implementation schedule defined in Chapter 4. These activities are entrusted to the Franklin County Planning Department, along with ensuring compliance with the menu plan flow control that the County has maintained since its original Solid Waste Plan was adopted. The Planning Department is also responsible for submitting and verifying the data in its Annual Re-TRAC Recycling and Composting Report to PADEP, and will continue to maintain a strong working relationship with the DEP throughout the ten-year planning period.

It can be expected that Planning Department staff should engage in public education and outreach, coordinate special events, and develop communication materials. They are also tasked with identifying and securing funding, including grants and alternative revenue sources. Finally, the Planning Department is to keep the Board of Commissioners informed about regulatory changes, program performance, and funding needs to ensure effective plan implementation.

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Solid Waste Advisory Committee

A SWAC was established during the development of the Plan and may continue to play an active role in reviewing periodic updates throughout the ten-year duration of the current Plan. The SWAC plays a critical role in facilitating stakeholder engagement and inter-municipal collaboration, ensuring the Plan goals are consistently pursued across jurisdictions. While it does not hold regulatory enforcement powers, its recommendations carry significant weight and help inform official county actions regarding materials management, infrastructure development, and public outreach. For a full list of the SWAC's recommendations and comments throughout the latest planning process, refer to Appendix B for SWAC Meeting Minutes.

The Franklin County SWAC identified eight main areas for county-wide materials management improvement during the development of this Plan Update:

1. Glass-only Recycling Drop-off Facility or Program
2. Comprehensive County Recycling Education & Outreach Program
3. Food Donation and Source Reduction Programs
4. Consistent County Data Collection Efforts
5. Development of Multi-Family Recycling Programs
6. Away-From-Home or Public Space Recycling Programs
7. County-wide Household Hazardous Waste Drop-off Program
8. Additional In-County E-Waste Collection Options

Descriptions of these goals and specific action items can be found in Chapter 5, describing how Franklin County can work towards to accomplish meaningful diversion improvements during the ten-year planning period.

Municipalities

It is the responsibility of individual municipalities, if designated under Act 101 as a Mandated Municipality in Franklin County, to perform the following responsibilities:

- Carry out the mandates outlined in Act 101 and the Franklin County Municipal Waste Management Plan.
- Ensure that materials identified in the municipal recycling program must not be collected or disposed of with regular municipal waste.
- Ensure that all collected solid waste must be delivered exclusively to facilities designated in the Franklin County Municipal Waste Management Plan.
- Enforce relevant local mandates, ordinances, and bid requirements to ensure adherence to the goals of the Plan.
- Compile and submit all reports required by Act 101 and the Plan to the appropriate Authority.
- Create and distribute educational materials on recycling and waste management.
- Encourage the procurement of products made with recycled content.
- Support environmentally conscious lifestyle choices to reduce waste.

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- Work to expand and enhance recycling opportunities for those dwellings and spaces outside of the single-family home framework.

Every mandated community within Franklin County must have a solid waste and recycling ordinance approved by the PADEP, which includes a chapter prohibiting the burning of solid waste. The other non-mandated communities in the County may have written optional solid waste and recycling ordinances, but these are not subject to PADEP approval.

It is advisable that each municipality examine current ordinances for adherence with the updated Franklin County Solid Waste Management Plan, and seek guidance from the SWAC when needed. Where appropriate, municipalities may consider revising current regulations to allow for contracted waste and/or recycling services as an alternative to private subscription systems currently used in some areas.

Business, Industry, Schools, and Residents

As the primary generators of MSW, businesses, industries, schools, and residents have an obligation to engage in the mission to:

- Reduce solid waste generation
- Dispose of generated waste in the appropriate locations
- Increase recycling rates

In order to achieve these goals among businesses, industry, schools, and residents, it is vital that municipal government agencies are able to publicize the county SWMP, and provide sufficient educational materials to bridge knowledge gaps among constituents. More details covering the identified gaps and solutions to waste management planning issues can be found in Chapters 4 and 5.

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CHAPTER 8

PUBLIC FUNCTION

CHAPTER 8.
Public Function

Chapter Overview and Requirements

The purpose of this chapter is to describe the public and private roles within Franklin County's overall waste management system. According to the Pennsylvania Department of Environmental Protection (PADEP), solid waste regulations require that counties should assess whether it is in the public interest for municipal waste processing or disposal to be a public function or if waste management should be handled primarily by the private sector.

As defined in Chapters 2, 4, and 5, Franklin County will continue to operate its waste management system as a private function, with supplemental public function through the continued operation and coordination of municipal recycling programs. The County does not plan to own or operate a municipal waste processing or disposal facility during the ten-year planning period and will continue its current system with efficiencies added where possible.

County Administration and Public Outreach

Franklin County has given its municipalities flexibility and independence when it comes to the day-to-day affairs of MSW and recycling collection and disposal. It is up to the individual communities to design a waste collection and recycling system that best fits their municipality's needs and ensure they are meeting the requirements of Act 101, if they are a mandated municipality. Much of the public education, outreach, special events, and communication materials are handled at this level. For example, every six months, each mandated municipality must inform and remind its residents and businesses about recycling requirements. There are many forms of acceptable public methods, including public notice, newspapers ads, utility bill notifications, municipality newsletters, and websites. See Chapter 4 for more details.

County Landfills and Access Points

As discussed in Chapters 3 and 6, there are nine disposal facilities and two transfer stations that will accept waste from Franklin County during the ten-year planning period. This includes eight landfills and one resource recovery facility. Seven of these disposal facilities are privately owned and operated by various private sector entities.

The two publicly owned and operated disposal facilities that plan to accept waste from Franklin County during the ten-year planning period is the Wayne Township Landfill and York County Resource Recovery Center (YCRRC). Both facilities are owned an operated by public authorities, the Clinton County Solid Waste Authority (CCSWA) and the York County Solid Waste (YCSWA) respectively.

Both in-county privately owned landfills will continue to accept waste from Franklin Count during the ten-year planning period: Blue Ridge Landfill and Mountain View Reclamation Landfill. Blue Ridge Landfill has

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an existing host community agreement with Greene Township, which is anticipated to continue through the planning period.

An additional landfill access point for residents is the Washington Township Transfer Station, where residents can recycle or dispose of their waste. The facility is owned, operated, and managed by Washington Township directly. The other transfer station, privately owned Chambersburg Waste Paper, does not offer public waste drop-off.

Collection Services

Franklin County does not directly collect or process recyclable materials. Collection services in the County are primarily provided by private companies, except for the Borough of Chambersburg, which operates a public hauling service. See Chapter 4 for a description of the collection services present within Franklin County.

County Recycling Programs

In Franklin County, oversight of recycling is largely decentralized, with municipalities and local jurisdictions responsible for implementing voluntary or mandatory recycling programs. Under Act 101, seven communities are mandated to provide curbside recycling services. Those communities are Boroughs of Chambersburg and Waynesboro, along with the townships of Antrim, Greene, Guilford, Hamilton, and Washington.

In-county recycling infrastructure is limited. Many communities who voluntarily recycle, rely on drop-off programs, such as Chambersburg Waste Paper (CWP) or the Washington Township Transfer Station, which also handles specialty materials such as electronics and tires. Antrim Township independently operates its own drop-off centers. Currently, there are only three drop-off locations countywide.

To improve public awareness, the County has introduced a Recycling and Waste Disposal GIS map on its website. This tool consolidates both public and private recycling options, from township-operated facilities to local businesses offering drop-off recycling services. The piecemeal recycling services provided throughout the county come together on one platform, helping residents make informed disposal decisions. This initiative highlights the public sector's role in supporting recycling efforts through coordination, resource sharing, and public education.

Composting Facilities

Leaf and yard waste comprise a significant portion of source-separated materials in Franklin County. There are no food waste composting programs available to residents of Franklin County. Each Act 101 mandated municipality provides access to yard waste through either a drop-off location or curbside collection.

Franklin County is home to several composting facilities, including both public and privately operated sites. The only privately operated facility is Fulton Farm at Wilson College in Chambersburg. As part of an educational institution, it serves residential, institutional, commercial, and industrial users. The remaining composting sites are all publicly owned and operated by their respective municipalities: Greene Township, Montgomery Township, Shippensburg Borough, and Washington Township.

These facilities are primarily residential drop-off processors. Most of the leave and yard waste collected at drop-off points throughout the County ultimately end up at one of the five compost facilities.

Act 101 mandated communities organize leaf and yard waste collection services in a variety of ways. Washington Township Transfer Station offers its drop-off yard waste service for neighboring municipalities. Greencastle Borough offers seasonal curbside leaf collection and free disposal access through a public-private partnership with Waste Management. Waynesboro collects grass clippings curbside, and Greene Township operates a compost facility with seasonal leaf and brush pickup. Guilford Township offers multiple drop-off sites for various yard waste types. Additionally, the Shippensburg Compost Facility, though outside of the County's formal plan, provides access for several Franklin County townships through a fee-based pass system. Proof of residency is required at most locations. See Chapter 4 for more information on the program specifics.

Through management of collection infrastructure, enforcing local ordinances, and coordinating access through intermunicipal collaboration and partnerships with private entities, the public sector in Franklin County works to provide residents with convenient avenues to dispose of their leaf and yard debris.

Hard to Recycle Items

The public sector in Franklin County plays a limited but targeted role in recycling hard-to-recycle items, primarily through County-sponsored and municipality-supported programs. The County runs an occasional tire recycling program, funded in part by the Pennsylvania Department of Environmental Protection (PADEP). See Chapter 4 for more details.

Several townships also operate their own tire recycling programs, either mandated or voluntary, and private facilities offer additional services for a fee. Electronic waste recycling is mainly handled by Goodwill and select transfer stations, with fees and access varying by municipality. The County partners with organizations like The Institute to host occasional events such as Earth Day paper shredding, though participation can be affected by weather. Currently, the County lacks programs for recycling household hazardous waste, batteries, or sharps, and is exploring the development of a glass recycling drop-off option to fill existing gaps. See Chapter 4 for more detailed information on special programs offered in Franklin County.

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CHAPTER 9

IMPLEMENTING DOCUMENTS

CHAPTER 9.
Implementing Documents

Chapter Overview and Requirements

This Chapter provides a brief overview and description of the implementation documents needed for the implementation of the 2026 - 2035 Plan Update. Appendix C will include a full copy of the ordinances and disposal capacity agreements.

Franklin County Municipal Waste Management Ordinance as Amended

A copy of the amended Ordinance is contained in Appendix C. This ordinance regulates the collection, transportation, processing, and disposal of municipal waste as set forth in the Franklin County Municipal Waste Plan. The purpose of this ordinance is to ensure the health and welfare of the citizens of Franklin County, promote the effective and efficient handling of MSW across the county, as well as function as an implementing document for the municipal waste management plan.

Agreements to Secure Disposal Services

Appendix C includes copies of the signed and executed 2026 Capacity Reservation Agreements between Franklin County and the contracted disposal facilities for the ten-year planning period. The county has secured agreements with nine disposal facilities, each reserving a specific percentage of its available capacity for Franklin County's waste. The County has secured adequate disposal capacity for at least 196% of the projected future waste disposal needs during the ten-year planning period.

The selected facilities and their respective waste disposal allocations are as follows: Blue Ridge Landfill (27%), Commonwealth Environmental Systems (CES) (1%), Sandy Run Landfill (7%), Southern Alleghenies Landfill (15%), Cumberland County Landfill (29%), Laurel Highlands Landfill (7%), Mountain View Reclamation Landfill (8%), Wayne Township Landfill (4%), and York County Resource Recovery Center (2%). Collectively, these agreements secure more than 5.7 million tons of disposal capacity for the next decade. For further details, see Table 3-7 in Chapter 3.

These agreements will guarantee the availability of disposal capacity for the ten-year planning period by this non-substantial plan amendment.

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CHAPTER 10

ORDERLY EXTENSION

CHAPTER 10.
Orderly Extension

The 2026 Franklin County Municipal Waste Management Plan Update meets the requirements outlined in Act 101, PADEP requirements, and Chapter 272 of the Pennsylvania Code. The 2026 Plan Update is consistent with the specific needs of Franklin County. This Plan Update is consistent with all existing State, regional, and local plans that affect the development, use and protection of air, water, land and other natural resources. This Plan Update takes into consideration planning, zoning, population estimates, engineering, and economics relating to waste management services.

This Plan Update continues the waste management system developed in previous Plan updates for Franklin County.

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CHAPTER 11

METHODS OF DISPOSAL OTHER THAN BY CONTRACTS

CHAPTER 11.
Methods of Disposal Other Than By Contracts

Municipal solid waste generated within the County is disposed or processed at facilities in accordance with contracts between the cities/boroughs/townships or households and other parties. The Disposal Capacity Agreements described in “Chapter 3 Estimated Future Capacity” are intended to ensure adequate disposal capacity is available for municipal solid waste generated within the County. These agreements primarily address MSW, however, some of the facilities have also agreed to accept the following non-MSW waste streams from the County:

- Construction & Demolition (C&D) waste,
- Residual Waste, and
- Sewage Sludge.

While not an explicit requirement of Act 101, PADEP, or Chapter 272 of Pennsylvania Code, seven of the disposal facilities opted to provide additional disposal capacity for these waste streams as part of the disposal capacity agreement process. These waste streams are not the explicit responsibility of the Franklin County Planning Department and are required to be addressed directly by the generator of these waste streams. For more details, see Chapter 3 of this Plan.

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CHAPTER 12

NON-INTERFERENCE

CHAPTER 12.
Non-Interference

Franklin County, like all Pennsylvania counties, is responsible under Act 101 for securing sufficient municipal solid waste disposal capacity for its residents. In fulfilling this obligation, Franklin County has developed a Municipal Waste Management Plan that will not interfere with the design, construction, operation, financing, or other contractual obligations of any current or future municipal waste processing or disposal facility in use during the ten-year planning period.

This Plan does not obstruct other counties or states from obtaining disposal commitments from shared facilities. To the best of the County's knowledge, no disposal facilities currently serving Franklin County hold exclusive agreements with other counties or states that prohibit them from accepting waste from the County during the ten-year planning period.

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CHAPTER 13

PUBLIC PARTICIPATION

CHAPTER 13.
Public Participation

Purpose

This chapter describes the various public participation efforts undertaken to inform and shape the Franklin County Municipal Solid Waste Management Plan, as required under Pennsylvania Act 101's Plan Development guidelines. In accordance with Section 503 of Act 101, the Franklin County Planning Department notified PADEP of its intent to begin a non-substantial revision to the Plan on January 21, 2025. The County began a non-substantial update of the current plan using a fair, open, and competitive process, following the most recent DEP guidance document and all specific planning provisions outlined in Pennsylvania Code for a non-substantial plan revision. The review and preparation of this Plan was conducted by the County as described below.

Franklin County Planning Department

Franklin County initiated the planning process by sending written notice to all municipalities within the county on February 21, 2025, announcing the commencement of the Plan update. Copies of these letters are included in Appendix D.

It is the responsibility of the Franklin County Planning Department to provide written notifications and updates to municipalities regarding the Plan's progress. The department coordinated all formal communications, including the initial notice of Plan development and distribution of draft materials for municipal and public review.

Solid Waste Advisory Committee

The Franklin County Solid Waste Advisory Committee (SWAC) served as the primary body responsible for ongoing oversight and stakeholder input throughout the development of the Plan. SWAC members reviewed each chapter and provided recommendations that shaped revisions and final content. The SWAC fulfilled the stakeholder representation requirements set by Act 101, including appointees from township and borough governments, public and private recycling operators, local businesses and industry, and civic organizations. A full list of SWAC members and their affiliations is provided in **Table 13-1**.

Table 13-1 Franklin County Solid Waste Advisory Committee Members, 2024 - 2025

Member	Organization	Representing
Craig Adams	Chambersburg Waste Paper	Private Recycling
Vernon Ashway	Washington Township	2nd Class Township
Travis Brookens	Greene Township	2nd Class Township

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Member	Organization	Representing
Elizabeth Butler	Franklin County Planning	County Recycling Coordinator
Kip Feldman	Letterkenny Industrial Dev. Authority	Industry
Jessica Ferguson	Waste Connections	Private Solid Waste
Shawn Layton	Borough of Chambersburg	Borough
Andrew Paszkowski	Franklin County and Chambersburg Planning Commission	County
Jill Schooley	FC Conservation District	Citizen Organization
John Wardzinski	Waste Management	Private Solid Waste

The Solid Waste Advisory Committee met every other month during the Plan revision process. Each meeting was advertised on the County's website and open to the public. Discussions covered all components of the Plan, and members were encouraged to offer feedback on both content and structure. These meetings helped ensure transparency and accountability throughout the process. Supporting documentation, such as agendas, minutes, and meeting notices, can be found in Appendix B.

Open Public Comment Period

The SWAC and Franklin County Planning Department will conduct an open public comment period for the purpose of receiving input and comments to the Plan Update. It is the desire of the SWAC to receive input to the plan and make any revisions to the final plan as necessary based on public comment.

Following the development of the draft Plan, a formal public comment period was held to gather additional community input. Prior to final adoption by the County's governing body, the proposed Plan was distributed for review and comment to the SWAC, then made available for a 30-day public review and comment period. A copy of the public comments can be found in Appendix E.

During this period, residents, business owners, municipal representatives, and other stakeholders were allowed to submit written comments on the draft Plan. All input received was reviewed by both the Planning Department and SWAC to determine whether revisions to the draft Plan are necessary prior to adoption.

At the conclusion of the public review process, the Franklin County Board of Commissioner is responsible for adopting the final Plan. Adoption must occur within 60 days of the end of the public comment period. No later than 10 days after adoption, the final version of the Plan will be distributed to all municipalities within the county, completing the public engagement and approval process mandated by Act 101.

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APPENDIX A

GAP ANALYSIS – UPTAKE OF BEST PRACTICES

Appendix A.
Gap Analysis: Uptake of Best Practices

Appendix A Overview

The main purpose of performing a waste management gap analysis to identify shortcomings between the County's current waste handling practices and its desired and required future performance goals, aligned with DEP regulatory requirements and goals. This gap analysis will be used to develop a strategic plan to bridge the gaps and create a roadmap for implementation of new or refined processes, reallocating resources, and continued fostering sustainable approaches to waste management.

"Waste management" is sometimes used interchangeably with "waste disposal". The latter is actually one potential component of waste management – and waste management covers the entire lifecycle of waste, from recovery all the way through to processing and the disposal, if needed. Waste management is a term that refers to all of the various actions taken to manage waste, from collection to processing or recycling or waste minimization.

Waste management is a key element in a circular economy, which means it's an important way to keep products and their materials circulating beyond their first use. Recycling is a series of activities that includes collecting, sorting, processing, and remanufacturing. Through a combined approach of data analysis and hands-on engagement, this gap analysis focuses on waste prevention and diversion actions and activities. The intent of this gap analysis is to identify best practices the County is implementing in these activities and highlight possible changes or improvements to keeping materials out of the landfill.

Figure 1: Seven Waste Prevention and Diversion Action Areas

Prevention and Reuse	Collection	Processing	End Markets	Partnerships	Policy	Education & Outreach
Reducing waste at the source is the most preferred strategy	A link in the recycling system ensuring access to recycling	A link in the recycling system to sort and process different material types	A link in the recycling system that use recycled commodities and compost	Shared funding where gaps are greatest, partnership agreements and/or financing approaches that leverage human resources and financial capital from the private sector to assist the county and its local governments	Municipal and County ordinances, codes, and fees as well as state-level laws and policies that support landfill diversion programs and initiatives	Sufficient communication programs, marketing channels, tools, or other materials

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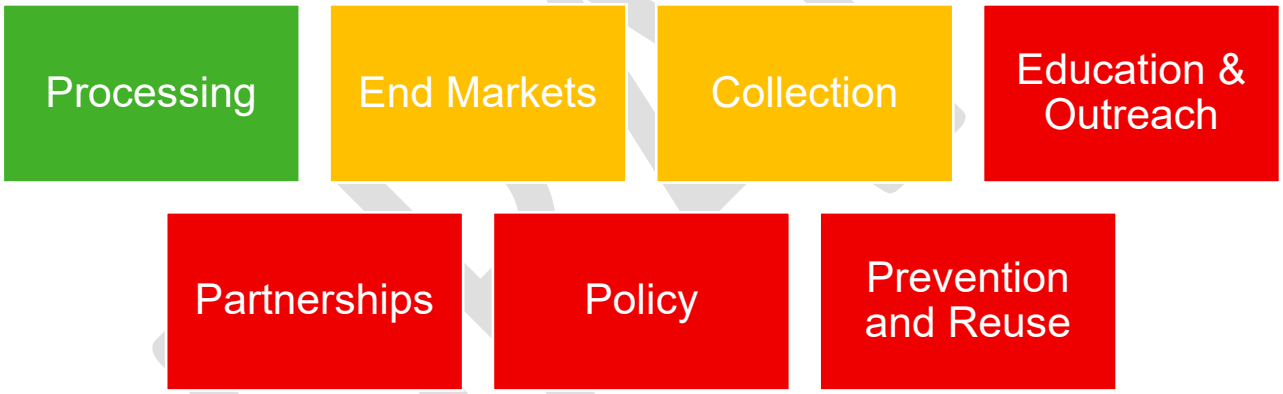
Gap Analysis Results

The gap analysis methodology involved measuring diversion activities and programs in the County against best practice actions, activities, and programs to deliver an uptake percentage of how well the County is performing. The uptake score for each action area is discussed in the following sections in more detail. Each area has several best practices which have been aggregated to assess the relative uptake score. Relative uptake scores range from 0 to 100%. A visual scale has been developed to quickly indicate where on the best practice uptake scale an action area falls.

Best Practice Uptake Scale		
76% – 100%	●	Excellent
51% – 75%	●	Satisfactory
26% – 50%	●	Average
0% – 25%	●	Poor

A lower score in an action/activity area signals the opportunity to improve and invest additional programming and resources that would increase diversion from the County. As more municipalities within Franklin County adopt diversion best practices, this will strengthen Franklin County's overall municipal waste management system, leading to a higher recycling rate and household participation in available programming.

Figure 2: Best Practice Uptake Scores for Franklin County, PA



The gap analysis presents fact-based analyses and recommendations to advance the County's circular economy and municipal waste management system. The gaps and recommendations will serve as discussion topics for the County's municipal waste management plan update and are viewed as opportunities. Chapters 4 and 5 of the municipal waste management plan update will outline the direction of opportunities and priority focus for the County's waste management system.

Franklin County's opportunities in the action/activity areas demonstrate that the County has a lot of room for improvement in its municipal waste management system.

GT has prepared this gap analysis, starting with the strongest program areas and ending with the areas in need of most improvement for the County's consideration, with infrastructure to collect and process materials to appropriate end markets.

Processing

There is an increasing dependency on recycled feedstocks to make goods. Circular economy approaches are part of a larger sustainable materials management methodology that moves away from the traditional reliance on disposal as the first option for waste management.

When recycled material leaves the household, commercial, or industrial business it begins a journey to become feedstock for material goods. Processing is one step of the value chain in becoming a recycled material or compost. First stage sorter or aggregators, such as material recovery facilities and composting facilities, and second stage facilities, such as secondary processors that perform further separation, are critical pieces in how material is processed locally and regionally.

The in-county MRF capacity is not sufficient for the recyclable materials generated. One of the MRFs service area is limited to the residents of that township and the other mostly sorts commercial material. There is sufficient MRF infrastructure available in the region to process residential materials, and expand commercial recovery as well. Local infrastructure to process Franklin County's materials are handled through nearby material recovery facilities (MRFs), secondary processing facilities, or a hub-and-spoke type of transfer operation. Issues with haulers and processors not accepting or increasing processing costs to accept glass has limited municipalities from diverting glass

The County, however, must begin to plan for new recycling materials entering the system and impacting the "evolving ton," through upgrades to local MRF processing equipment. The "evolving ton," a term used to describe the shift in the overall composition of the municipal solid waste stream over the past 30 years, impacts local processors and collection efforts. Local processing capacity, contracts, facility locations, and delivery infrastructure are also key factors to optimizing the materials management system.

Infrastructure for the transfer and disposal of municipal solid waste (MSW), recyclables, and compost material is strong in the County, but could be improved. Understanding the infrastructure available to consolidate, transfer ,and process recyclables in and around the County is also strong. Franklin County has multiple disposal, recycling, and composting facilities in and around the County to accept and process delivered materials. While yard waste recovery from the County is adequate as of August 2025, there is weak infrastructure for the transfer and processing of food scraps. The only known in-county food scrap process is located at Fulton Farm at Wilson College. Investing in food waste processing is important to consider as goals are developed for the 10-year Plan Update.

The overall uptake score for processing in Franklin County measures satisfactory.

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Uptake	Best Practice	Findings
🟡	Access to MSW transfer to landfill	Economic considerations, especially economies of scale, are a best practice. Access to transfer stations serve as a link for a collection program and final disposal facilities located in the County. There are two in-county transfer stations. Six out-of-county landfills received waste from County residents and businesses in the 2023 reference (3.4% of total waste disposed in 2023).
🟢	Access to MSW direct haul to landfill	Two landfills are located in Franklin County for direct haul access. Franklin County maintains Host Agreements with the two in-county landfills, to provide disposal capacity assurance for the County's waste. 96.6% of materials disposed of from the County in 2023 were disposed in-county.
⚫	MRF has the capacity and flexibility to process additional materials	The four MRFs that service Franklin County all have the capacity to accept additional materials from Franklin County residents. The two in-county MRFs are smaller and rely on hand sorting which can limit the materials in the residential stream that can be sorted. Franklin County's infrastructure meets its current needs but limits adding materials or expanding tonnage.
⚫	MRFs/Transfer Stations within 10 miles	It's an asset to have two MRFs in the County. Both reported no upgrades were performed in the last ten years or planned.
🔴	MRF residue below 10%	Residual rates indicate success of the sorting systems and recycling collection programs. Best practices demonstrate less than 10% residue, minimizing contamination costs and ensuring high quality bales for market. Chambersburg Waste Paper (CWP) reports an average of 2 – 3% at their MRF, however, they primarily process commercial waste. It is unknown what the MRF residue is at the other facilities utilized by Franklin County.
🔴	Processing contract in place for delivered recyclables	The County does not have any current processing contracts or Agreements in place with qualified recyclers to ensure enough capacity is available to process the delivered recyclable materials.
🔴	MRF innovations and upgrades to process "evolving ton"	Penn Waste's MRF, over 70 miles from Chambersburg, recently installed state-of-the-art upgrades to their facility including advanced optical sorters, additional fiber screens, and single-cell robotics, improving material recovery and processing capacity. However, all other facilities that accept materials from Franklin County have not invested in any equipment changes over the past 10 years, nor do they anticipate investing in upgrades in the near future.
⚫	Multiple MRFs available for processing if needed	There are four MRFs currently accepting materials from Franklin County. Two of these facilities are located within the County.

●	Composting facilities within 10 miles	Franklin County's infrastructure meets its current yard waste needs. There are five compost facilities collecting material, located in-County or within 10 miles of Franklin County. However, there are no publicly available food scrap processors in the area. This is a significant area of opportunity for the County to explore.

Processing Opportunities:

- Continue working with local waste and recycling providers to ensure MRF residue remains below 10% threshold, educating residents and businesses in the County about diversion best practices.
- Conduct a study to determine the MRF capacity available and the capacity needed if additional materials are recovered.
- Assess the ability of the in-county MRFs to expand throughput and ability to upgrade with more automation and artificial intelligence (AI).
- Explore options and outlets for glass container recycling.
- Explore processing opportunities that divert additional materials from the "evolving ton," such as flexible films.
- Evaluate opportunities for food waste composting/processing. The most recent statewide waste characterization study found that 36% of disposed waste in Franklin County could be composted; however, is no food waste processor in the region to accept these materials.
- Ensure there is appropriate siting and ordinances that support, not prohibit, private sector investment into food scrap processing in Franklin County.

End Markets

For the recycling and compost systems to operate effectively there must be market demand for the commodities. A material must have a viable path to becoming something else, thus the need for sufficient end markets.

Getting a handle on the network of domestic markets for the materials found in the recycling cart and organics stream builds a strong waste management system and circular economy. A success story is development of local and regional end markets for collected recyclable materials to build a strong circular economy and bring jobs to the County and region. Local awareness of end market needs can ensure both collection practices and education and outreach programs are well-aligned to maximize the value of collected materials for end market users.

The overall measurement score for end market best practices in the County is average.

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Uptake	Best Practice	Findings
●	Contracted Processor/End Market with Hauling Arrangements	Franklin County has strong end markets for eight of the 10 most common recyclables and compostables required for recovery by Act 101: aluminum, steel, and bimetal cans; office paper; newspaper; corrugated paper; plastics; ,and leaf waste. These services contracts are managed through the municipalities, not directly by the County. Washington Township has end markets for 4 additional materials (tires, e-waste, scrap metal, white goods/appliances)
●	Commodity Destination Knowledge	Franklin County does not control markets for materials or have assurances with the local MRFs that commodities are marketed. There is little data available or known on the commodity destination for recyclables and compostables diverted from disposal in Franklin County.
●	Potential to Recovery Additional Materials from Disposal	Franklin County DWM received a higher score, indicating there are fewer additional materials that can be recovered through curbside or drop-off recycling programs without MRF upgrades such as the Hefty Bag program or investment into carton recycling infrastructure. Local collection programs capture many materials already, although there is potential to capture additional materials such as glass, polystyrene, Plastics #3-5, Plastic #7, textiles, wood waste, and food waste.
●	County Bales and Ships Materials Directly	Franklin County DWM does not bale and ship materials directly, relying on local MRFs to bale and directly market collected materials. St. Johns Lions Club and GLR do bale and ship materials, but this represents a small percentage of waste diverted from the County compared to other jurisdictions and diversion opportunities.
●	Access to local markets and processor options	Franklin County is located within 50 miles of multiple MRFs and processors, scoring the County a higher percentage due to proximity to local markets and options for processing.

There are sufficient material recovery facilities (MRF) infrastructure available in the region to process residential materials, and expand commercial recovery as well. The County has a strong foundation for end markets, but there is opportunity to create a more robust local circular economy utilizing collected materials.

End Market Opportunities:

- Develop a County-run glass recycling drop-off program. Separating glass out of curbside programs will ensure a clean source of material for end market processors, as well as providing a local outlet for this common Act 101 recyclable material.
- Explore direct marketing of collected specialty materials, to fill the gap where local MRFs may not have the capacity or equipment to capture all available materials.
- Work with local businesses to develop an understanding of what commercial materials are available for processing. Tracking not only residential materials, but commercial materials, will give Franklin County a more complete understanding of the local diversion opportunities and end markets needed to grow diversion programs.
- Work with local processors and MRFs to determine the local and regional markets for collected materials, with special emphasis on glass containers, food waste, and flexible film.

Pursue minimum recycled content legislation at the state level, through advocacy and participation in the Professional Recyclers of Pennsylvania (PROP).

Collection

All communities in the County need easy access to diversion services through curbside collection programs, drop-off sites, and commercial collection opportunities. In short, diversion through recycling and composting should be just as convenient as waste disposal. Nine communities in Franklin County follow a contracted service model for trash and recycling services (non-subscription curbside, or NSC, for their residents), which covers 73% of the total County population. The remaining 27% of County residents must subscription directly through a hauler or drive their materials to a drop-off recycling site. Composting is not included in contracted services for any communities in Franklin County, aside from seasonal yard waste collection in the fall and early spring.

The effectiveness of curbside recycling programs depends on several key factors: the program design, container type, pricing model, and collection frequency. Best practices include automated curbside collection using standardized carts, volume-based pricing, and consistent weekly pickup schedules.

While curbside collection tends to yield higher recovery rates per household due to its convenience, drop-off locations still play a vital role. They offer recycling access in communities where curbside service isn't feasible, even though they typically result in lower material recovery. The effectiveness of drop-off recycling programs depends on location, site capacity and collection frequency, clear instructions, and monitoring. Best practices include locating on frequent travel routes, balancing container volume and frequency of collection to provide adequate capacity, and simple, clear signs with both language and photos. Staffing and monitoring drop-offs mitigate illegal dumping and contamination.

The overall performance score for collection best practices measures Average.

Uptake	Best Practice	Findings
●	Household Participation Rate In Recycling Programs	12 out of the 21 communities in Franklin County have access to curbside or drop-off recycling programs, representing 73% of the total County population. 73% of County residents have biweekly non-subscription curbside recycling provided by local haulers or the municipality directly. All County residents have subscription curbside available to them through waste haulers that service Franklin County. 13% of County residents rely on drop-off recycling access. All communities in the County with curbside recycling only have bi-weekly collection. The best national practice for curbside recycling is to provide weekly collection of recyclables.
●	Materials Collected In Diversion Programs	Most common recyclable materials are available for diversion through local drop-off and curbside recycling programs. Recyclable materials collected through the County's diversion programs include aluminum, steel, and bimetal cans; office paper; newspaper; corrugated paper; plastics; and leaf waste. Glass diversion is an opportunity for improvement across the County, as only two mandated communities currently provide glass recycling access through their programs.

Uptake	Best Practice	Findings
●	Multi-Family Recycling Programs And/Or Opportunities	No data is available/known on multi-family recycling programs in Franklin County.
●	Commercial Recycling Programs And/Or Opportunities	It is believed that commercial businesses participate in composting and recycling programs. However, no data is available/known on commercial diversion efforts as of August 2025.
●	Away-From-Home Recycling Programs and/or Opportunities	No data is known/available on away-from-home recycling programs as of August 2025.
●	Access To Beverage Container Deposit Return Systems	Pennsylvania does not have a statewide deposit return system, also called a "Bottle Bill." Legislation has been proposed to pass a Bottle Bill in the State as of 2019, but has not yet passed.
●	Adoption Of Rolling Carts For Recycling Collection	All non-subscription curbside recycling participants in the County utilize carts for recycling collection at the curb.
●	Adoption Of Single-Stream Recycling	All Act 101 mandated communities in Franklin County provide single-stream recycling access to all of their residents on a biweekly collection basis.
●	Adoption Of Curbside Collection Programs For Recycling	9 communities in Franklin County have non-subscription curbside access through their Act 101 mandated programming. The remaining communities either participate in drop-off recycling or opt-into subscription curbside; however, exact subscriber participation rates are not known.
●	Local MRF Access	There are two in-County MRFs: Chambersburg Waste Paper (CWP) and the Washington Township Recycling Center. The RCA-York MRF services up to approximately 100 miles away from their Yorkana, PA facility, which covers a large portion of the County. Neighboring Adams, Juniata, and York Counties host three additional MRFs that may receive and process materials from Franklin County as well.
●	Local Transfer Station Access	There are two in-county transfer stations. One is publicly owned by Washington Township; the other is a privately operated facility (CWP). Both transfer stations are open to County residents and businesses for drop-off recyclables and MSW disposal.
●	Weekly Collection Of Recyclables	Nine communities provide non-subscription curbside recycling as of August 2025.
●	Yard Waste Collection Programs	Nine out of 21 communities provide seasonal weekly yard waste collection service. Seven of these communities are Act 101 mandated collection programs, the remaining two communities provide voluntary yard waste diversion to residents. All other communities must choose to divert yard waste at drop-off facilities or through backyard management of yard waste materials.
●	Residential Food Scrap Collection Programs Available	There are no known residential food scrap collection programs available in the County as of August 2025.
●	Commercial Food Scrap Collection Programs Available	There are no known residential food scrap collection programs available in the County as of August 2025.

Both the public and private sectors are providing curbside recycling collection services to residents/customers. Without the private sector investment, there would limited curbside or commercial recycling options in the County, however. Convenient curbside access to recycling is widespread. The common suite of materials accepted for curbside recycling are aluminum, steel, and bimetal cans; office paper; newspaper; corrugated paper; plastics; and leaf waste. The average cost of service is $82.33 quarterly.

Upon review of the Collection best practices, Franklin County is hitting the mark in several areas and interested in growing new opportunities for additional uptake, such as glass recycling drop-off site(s), food scrap diversion programs, and commercial recycling opportunities. The biggest opportunity for collection in Franklin County is through the expansion of glass recycling drop-off sites. Additionally, expansion of organics diversion programming for both residential and commercial diversion, particularly food waste and more emphasis and resources dedicated to commercial sector collection needs and opportunities is needed.

Collection Opportunities:

- Develop away-from-home or public space recycling programs. Educate local municipalities on funding mechanisms and best practices to expand recycling opportunities outside of the home.
- Shift all municipalities in Franklin County to a contracted service model with a hauler, to provide waste disposal, recycling, and composting service.
- Across all curbside recycling programs standardize the program design, container type, pricing model, and collection frequency.
- License haulers and require reporting of tonnages from residential, commercial and industrial clients to better understand collection gaps.
- Encourage more adoption of curbside recycling programs. Work with municipalities to explore funding mechanisms and service contracts with local haulers to provide convenient access to curbside recycling across the County.
- Provide technical assistance to communities to encourage community adoption of weekly recycling collection. In communities with curbside recycling access, weekly pick-up is a best practice and way to ensure maximum material is recovered from households.
- Encourage community adoption of weekly recycling collection. In communities with curbside recycling access, weekly pick-up is a best practice and way to ensure maximum material is recovered from households.
- Launch food scrap collection programs. Work with local municipalities, haulers, and processors to identify whether drop-off or curbside programs are the best fit for the County.
- Conduct a feasibility study on implementing drop-off and curbside food scrap collection.
- Collect data from local haulers that service multi-family housing units or properties. Confirm which multi-family units in the County have recycling service. Pilot multi-family recycling programs. Work with local municipalities and property management owners to establish recycling opportunities for rental population.
- Promote commercial franchise agreements for collection service.

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Partnerships

Public-private partnerships are key to developing and expanding recycling market development opportunities. A public-private partnership (PPP) is a contractual relationship between a public and private party that commits to providing an environmental service. The public and private partners generally share responsibility for any one or more of the following activities:

- Deciding to provide an environmental service in a community,
- Financing the project using public and/or private funds,
- Designing and/or constructing a facility, and
- Operating and maintaining the facility or service.

These partnerships have historically come through partnerships with state tools and resources. However, industry-led partnership with local governments are growing and increasingly interested in assist with recycling system improvements in communities. Examples of industry partnerships include the Closed Loop Partnership, Foodservice Packaging Institution, Carton Council, and more. There is a lot of opportunity for Franklin County to expand its use of PPP to strengthen existing diversion programs and launch new materials management initiatives to support County residents and businesses.

The overall uptake score for Public-Private Partnerships is Poor.

Uptake	Best Practice	Findings
●	State grant funding available	Franklin County utilizes three of the four available grant programs from Pennsylvania DEP: the Act 101, Section 901 Municipal Waste Planning Grant; Act 101, Section 903 County Recycling Coordinator Grant, and the Mosquito Disease Control grant programs.
●	Partnership with other municipalities on grant projects	Franklin County has no current municipality grant partnerships as of August 2025.
●	Utilizes private sector partnerships	Franklin County has no current private sector partnerships as of August 2025.
●	Utilizes The Recycling Partnership (TRP) grant program	Opportunity to engage. Franklin County has not participated in TRP grant program to-date.
●	Utilizes The Closed Loop Fund resources	Opportunity to engage. Franklin County has not utilized Closed Loop Fund resources as of August 2025.
●	Regional economic development tools available	The Franklin County Area Development Corporation (FCADC) has resources available to the County and commercial sector. Franklin County has not utilized resources in the past; unknown whether commercial sector has utilized FCADC resources for diversion support.

Public-Private Partnership Opportunities:

- Develop a partnership with FCADC and other similar economic development organizations.

- Expand municipality use of State grant resources, once new programs and/or initiatives have been identified during the Goal Setting process.
- Explore partnership opportunities with neighboring Counties to expand food waste collection and diversion efforts. Similar conversations regarding food waste diversion may be occurring in neighboring counties.
- Explore industry grant programs and resources to support County's waste management system.

Policy

To reach Municipal Waste Management Plan goals and divert higher levels of material, strong policies that incentivize diversion and discourage disposal unless necessary are critical. A variety of policies were examined in Franklin County to develop a clear understanding of the gaps and strengths in the existing system. These diversion policies and disposal ordinances have contributed to success across the U.S., as well as the world, including implementation of such policies in rural areas similar to Franklin County.

The overall uptake score for Supportive Policy in Franklin County is Poor.

Uptake	Best Practice	Findings
🟡	Mandatory residential recycling ordinance	Seven of Franklin County's political jurisdictions have mandatory residential recycling ordinances as of August 2025. This is a requirement of Act 101, requiring mandated municipalities to provide residential recycling opportunities.
🔴	Mutli-family recycling ordinance	None of Franklin County's non-mandated political jurisdictions or the County have a multi-family recycling ordinance as of August 2025.
🔴	Enforcement of recycling	None of Franklin County's political jurisdictions have a clear mechanism to enforce recycling as of August 2025. Additionally, the County's 1991 Municipal Waste Management Ordinance Amendment does not have a clear mechanism to enforce recycling as of August 2025.
🔴	Mandatory recycling legislation in place to require collection of common recyclables	The State of Pennsylvania and Franklin County have mandatory recycling legislation. Chapter. Act 101 requires that municipalities over a certain size are mandated to recycle and adopt an ordinance that requires recycling.
🟡	Landfill ban for certain materials in place	10 common materials are banned from the landfill in Pennsylvania: asbestos, car batteries, electronics, glass, medical waste, mercury oxide batteries, NiCad batteries, TVs, scrap tires, and yard waste Other common materials such as cardboard, glass, and plastics are not explicitly banned, however, are required to be recycled in Act 101 mandated communities.
⚫	Pay-As-You-Throw program	Eight of the 10 waste haulers/service provides in Franklin County offer pay-as-you-throw (PAYT) waste disposal options to their residents.
🔴	Transparent MRF contracting that includes a clear	Not in place as of August 2025.

Uptake	Best Practice	Findings
	processing fee, revenue share agreement	
	Franchise agreement in place for collection services	Franklin County's nine Act 101 mandated communities currently have non-subscription curbside through a franchise agreement.
	Tax-based funding for community recycling services and infrastructure	No data known/available as of August 2025.
	Fee-based funding for community recycling services and infrastructure	State of Pennsylvania finances its recycling grant programs through a $2 / ton recycling fee on all waste (except ash) disposed in landfills or processed by resource recovery facilities in Pennsylvania.
	Recycling costs are embedded within the cost of disposal	Not in place as of August 2025.
	Sustainable purchasing policies in use	No active EPP/green purchasing policies used across County. County could amend Procurement Policy to encourage EPP, and support municipalities in passing EPP ordinances or updating municipal procurement policies.
	Extended Producer Responsibility (EPR) policies in place to support diversion	Pennsylvania has two EPR laws: the 2008 Mercury Thermostat ban, and 2010 Covered Device Recycling Act. There are 21 common materials typically considered for EPR legislation. The County could consider passing a County-wide resolution on other materials, if allowed under Pennsylvania state law, to recover additional materials.
	Right to Repair legislation is in place	Currently, there are no Right to Repair laws in Pennsylvania. However, several bipartisan bills have been introduced to support electronic device repair in Pennsylvania as recently as 2025. Franklin County could consider passing a County ordinance or resolution enabling the Right to Repair for electronics and other common items.
	Bottle Bill legislation in place to encourage diversion of beverage containers	Pennsylvania is not a container deposit AKA Bottle Bill state, as of August 2025. Legislation has been proposed to pass a bill as of 2019, but not yet been passed.
	C&D Ordinance in place to encourage diversion and responsible disposal methods	No known programs exist in Franklin County.
	Mandatory composting ordinance in place to encourage diversion and responsible disposal methods	None of Franklin County's political jurisdictions or the County itself have a mandatory composting ordinance as of August 2025.
	Universal Zero Waste ordinance	None of Franklin County's political jurisdictions or the County itself have a universal zero waste ordinance as of August 2025.

Supportive Policy Opportunities:

- Set county-wide goals.
- Evaluate volume-based rate billing
- Consider disposal bans.
- Consider data reporting requirements.
- Require haulers to offer recycling.
- Adopt commercial policies – requirement to offer recycling, mandatory recycling, etc.
- Consider passing a resolution in support of key diversion policies, such as universal zero waste, mandatory recycling and/or composting, and Right to Repair programs.
- Convene or participate in stakeholder groups to discuss the most appropriate policy interventions to support a circular economy in Franklin County and beyond.
- Discuss amending or passing County and/or local ordinances that promote diversion policies and best practices.
- Educate municipalities and promote multi-family and commercial franchise recycling agreements across Franklin County.
- Pass material-specific mandates requiring the collection of specific recyclable materials from the commercial and residential sectors, including old corrugated cardboard (OCC), aluminum cans, plastic bottles, and more.
- Support product stewardship initiatives at the state and national level.
- Update the 1991 Franklin County Municipal Waste Management Ordinance to include clear mechanisms for enforcing recycling and/or diversion programming.
- Develop policy white paper for compost end markets to build local markets for compost.
- Consider passing a Plastic Bag Ban to encourage use of reusable shopping bans.

Education and Outreach

Education and outreach include the programs, tools, marketing channels, and materials used to promoted recycling, composting, and waste reduction. Franklin County Planning Commission provides minimal education to its local residents and businesses on existing diversion programs and conducts no outreach programs in the community on diversion best practices. Education resources include limited engagement through social media and an ArcGIS web-based recycling map that has not been consistently updated since 2021.

Changing behavior is challenging but can be accomplished through effective and consistent education and outreach programs. To maximize existing collection and infrastructure, citizens and businesses need to be continually engaged on how to appropriately manage the materials they generated at home and in the workplace.

The overall uptake score for Education and Outreach is Poor.

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Uptake	Best Practice	Findings
🔴	Website with educational materials	Franklin County's website has a recycling locator, but provides no other materials or resources to educate local residents or businesses on diversion and disposal best practices.
🔴	School and/or Community Programs to engage residents	Franklin County's County Recycling Coordinator does not provide in-person education or outreach programs to local schools or through community events.
🔴	Keep America Beautiful (or similar) programs utilized	Opportunity to engage.
🔴	The Recycling Partnership (TRP) available resources used	Significant opportunity to engage. Recycling Program Solutions Hub and behavior change resources would be ideal for Franklin County residents.
🔴	Recycle Rewards/Recycle Bank resident incentive programs in place	Incentive-based programs rewards recycling participation and build good recycling habits. Opportunity for Franklin County to participate and promote this program.
🔴	Annual Education spend greater than $1/HH	Franklin County currently has no budget for recycling or waste prevention aside from the MWMP Update grant and/or County Recycling Coordinator resources.
🟡	Using Apps to interface with residents	Franklin County uses an online, web-based Recycling ArcGIS app to engage with residents. No other mobile apps are currently in use to engage the residential or commercial sectors.
🔴	ReFED Solutions Database and programs utilized	Opportunity to engage.

Education and Outreach Opportunities:

- Identify measurable goals. Begin with research from residents.
- Develop and promote a food scrap prevention and diversion strategy. Food waste is a growing interest area in the County, and an area that needs additional education and outreach programs to increase uptake.
- Develop and promote a municipal education and technical assistance program for political jurisdictions.
- Begin providing school educational programs to County school districts.
- Develop educational resources dedicated to Commercial Sector diversion.
- Develop community-based social marketing (CBSM) best practices in education program to strengthen existing outreach efforts. Educational programs rooted in CBSM best practices are more effective at normalizing new behaviors in the community (McKenzie-Mohr, 1999).
- Implement The Recycling Partnership (TRP) resources. There are a variety of tools and food scrap diversion strategies to help incentivize sustainability behavior change, through removing barriers and providing clear incentives and prompts to encourage behavior change.
- Increase budget/Annual Education Spend. The best practice, according to TRP, is to spend more than $1/HH on education. For Franklin County, the approximate budget for annual education would be ~$66,368 on education and outreach initiatives, based on the 2023 ACS five-year estimate of single-family households in Franklin County.

- Research available "apps" to continue educating and engaging residents. Recycle Coach or ReCollect are great examples of digital apps that connect County residents to local recycling and diversion program information, schedules, and more.
- Focus on at-home composting.
- Develop and deploy a County-wide education program.

Prevention and Reuse Programming

Preventing waste from being created is the key to a strong materials management system, and the next step towards moving Franklin County away from a traditional linear economy (make, use, dispose) and towards a circular economy and mindset (return, reuse, repair). Paired with prevention are the reuse and repair of existing household goods. Both prevention and reuse programming help keep valuable materials and resources in use for as long as possible. Franklin County has minimal programming in this area, making it the greatest area of opportunity for the County.

Overall uptake of Prevention and Reuse Programming measures Poor in Franklin County.

Uptake	Best Practice	Findings
●	Reuse and Repair programs	No known programs in Franklin County
●	Refill programs	No known programs in Franklin County
●	Reusable bag programs/bag ban ordinances	No known programs in Franklin County
●	Avoid disposal and/or single-serve products	No known programs in Franklin County
●	Buy less/promote wiser shopping habits	No known programs in Franklin County
●	Promote donation of reusable items	No known programs in Franklin County
●	Paper reduction programs	No known programs in Franklin County

Prevention and Reuse Opportunities:

- Develop and promote a food waste reduction and donation campaign.
- Partner with a local food donation/food rescue organization to develop food donation opportunities in Franklin County that feed hungry people.
- Develop a network of local organizations that repair, refurbish, market, and/or sell used products.
- Begin data tracking from local donation efforts, through outreach to local donation centers such as Goodwill.
- Educate residents on waste prevention and reuse best practices.
- Conduct reuse workshops locally to educate residents in creative ways to avoid disposal.

APPENDIX B

SOLID WASTE ADVISORY COMMITTEE DOCUMENTS

Appendix B.
Solid Waste Advisory Committee Documents

Appendix B Overview

As required per Act 101, this Appendix includes the Solid Waste Advisory Committee (SWAC) meeting notices, agendas, and meeting minutes.

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Outlook

Fw: Solid Waste Plan Kickoff Reminder

From Quentin M. Clapper <qmclapper@franklincountypa.gov>
Date Fri 6/5/2026 11:44 AM
To Colleen D. Tidd <cdtidd@franklincountypa.gov>

Quentin Clapper
Planning Director
Franklin County Planning Dept.
272 North Second Street
Chambersburg, PA 17201
P: 717-261-3855 F: 717-264-8667

From: Quentin M. Clapper <qmclapper@franklincountypa.gov>
Sent: Friday, February 14, 2025 10:34 AM
To: Quentin M. Clapper <qmclapper@franklincountypa.gov>
Cc: Danni Schaust <dschaust@gtenvironmental.com>; Jamie Zawila <jzawila@gtenvironmental.com>
Subject: Solid Waste Plan Kickoff Reminder

Good morning all,

I hope everyone is enjoying a sunny, albeit chilly, Friday. Just dropping everyone a reminder of our upcoming SWAC meeting this coming Tuesday at 10 a.m. at 272 North Second Street in Chambersburg.

Looking forward to seeing you all! Let me know if you have any questions or concerns leading up to the meeting.

Thanks,
Quentin Clapper
Planning Director
Franklin County Planning Dept.
272 North Second Street
Chambersburg, PA 17201
P: 717-261-3855 F: 717-264-8667

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
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Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

February 18, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- AGENDA –

I. **Welcome and introduction**
   a. Introdicing GT Environmental to the committee
II. **Old Business**
   a. None
III. **New Business**
   a. Presentation by GT Environmental
      i. ACT 101
      ii. Implementing the Solid Waste Plan
      iii. Roles of Committee
      iv. Expected timeline to complete plan
      v. High Level Review of past plan

IV. **Remarks**

   a. Next meeting – April 15, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

February 18, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- Minutes –

Members in Attendance: Jill Schooley, Vernon Ashway, Travis Brookens, John Wardzinski, Chuck Nipe, Kip Feldman, Andrew Paszkowski, Elizabeth Butler.

I. **Welcome and introduction**
   a. Introdicing GT Environmental to the committee
II. **Old Business**
   a. None
III. **New Business**
   a. Presentation by GT Environmental- Jamie Zawila
      i. ACT 101
      ii. Implementing the Solid Waste Plan
      iii. Roles of Committee
      iv. Expected timeline to complete plan
      v. High Level Review of past plan

IV. **Remarks**

   a. General comments and discussion on committee's concerns to be addressed
      i. Glass/Household Hazards/E-waste
      ii. Cost of Recycling
      iii. Lithium Battery Fires
   b. Next meeting – April 15, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Outlook

Solid Waste Advisory Committee Meeting

Organizer	Quentin M. Clapper <qmclapper@franklincountypa.gov>
Meeting time	This event occurred 1 year ago (Tue 4/15/2025 10:00 AM - 11:30 AM)
Location	Microsoft Teams Meeting
My response	Accepted
Required attendees	Quentin M. Clapper, Colleen D. Tidd, ampaszkowski@comcast.net, cnipe@chambersburgpa.gov, craiga@cwprecycle.com, dschaust@gtenvironmental.com, Elizabeth Butler, feldman@cvbp.com, jessica.ferguson@wasteconnections.com, jschooley@franklinccd.org, jwardzin@wm.com, jzawila@gtenvironmental.com, slayton@chambersburgpa.gov, tbrookens@greenetwp.us, vla@washtwp-franklin.org
Message sent	Wed 4/9/2025 4:13 PM

2 attachments (634 KB)

Chapter 1 Description of Waste_Franklin County PA.pdf; Chapter 2 Description of Facilities_Franklin County PA 2026 SWMP Update.pdf;

Good Afternoon All,

I've attached the first two chapters of the plan that we will be doing an overview of at our meeting. If possible, please review them prior to our meeting, and we can cover any comments or concerns during the meeting. Some minor edits are currently in process based on staff review, but we wanted to get the materials in your hands as early as possible.

Looking forward to seeing you Tuesday!

April 15th at 10 am. This will be a virtual meeting.

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 299 114 722 573

Passcode: Kz6rj9bD

Dial in by phone

+1 323-489-4204,,143011695# United States, Los Angeles

Find a local number

Phone conference ID: 143 011 695#

For organizers: Meeting options | Reset dial-in PIN

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

April 15, 2025 - 10:00 AM

Virtual

- AGENDA –

I. **Welcome and introduction**
II. **Old Business**
    a. None
III. **New Business**
    a. Presentation by GT Environmental- Danni Schaust
        i. Plan Schedule Progress
        ii. Implementing Guidance
        iii. Review Chapters 1 & 2
        iv. Next Steps

IV. **Remarks**

    a. Next meeting – June 17, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

April 15, 2025 - 10:00 AM

Virtual Meeting

- Minutes –

Members in Attendance: Jill Schooley, Vernon Ashway, Shawn Layton, Travis Brookens, Kip Feldman, Jessica Ferguson, Elizabeth Butler.

I. **Welcome and introduction**
II. **Old Business**
    a. None
III. **New Business**
    a. Presentation by GT Environmental- Danni Schaust
        i. Plan Schedule Progress
        ii. Implementing Guidance
        iii. Review Chapters 1 & 2
        iv. Next Steps

IV. **Remarks**

    a. Next meeting – June 17, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Outlook

Solid Waste Advisory Committee Meeting

From Colleen D. Tidd <cdtidd@franklincountypa.gov>

Date Fri 6/13/2025 12:46 PM

To ampaszkowski@comcast.net <ampaszkowski@comcast.net>; cnipe@chambersburgpa.gov <cnipe@chambersburgpa.gov>; craiga@cwprecycle.com <craiga@cwprecycle.com>; Danni Schaust <dschaust@gtenvironmental.com>; Elizabeth Butler <ebutler@franklincountypa.gov>; feldman@cvbp.com <feldman@cvbp.com>; jessica.ferguson@wasteconnections.com <jessica.ferguson@wasteconnections.com>; jschooley@franklinccd.org <jschooley@franklinccd.org>; jwardzin@wm.com <jwardzin@wm.com>; Jamie Zawila <jzawila@gtenvironmental.com>; slayton@chambersburgpa.gov <slayton@chambersburgpa.gov>; tbrookens@greenetwp.us <tbrookens@greenetwp.us>; Vernon Ashway, Washington Township Manager <vla@washtwp-franklin.org>; Quentin M. Clapper <qmclapper@franklincountypa.gov>

3 attachments (874 KB)

REV2.0_Chapter 1 Description of Waste_Franklin County PA.pdf; REVISED2.0_Chapter 2 Description of Facilities_Franklin County PA 2026 SWMP Update (1).pdf; REVISED_Chapter 3 Estimated future capacity_Franklin County PA 2026 SWMP Update.pdf;

Good Afternoon,

Attached are revised versions of chapters 1-3 of the plan that we will be discussing at next week's meeting. If possible, please review them prior to our meeting, and we can cover any comments or concerns on Tuesday.

Our meeting will be in person on June 17 at 10am in room 806 at the county admin building.

We are located at 272 North Second Street in Chambersburg.

If you are unable to attend in person and would like to join virtually please let us know prior to Tuesday.

We are looking forward to seeing everyone!

Sincerely,

Colleen Tidd
Senior Planner
Franklin County Planning Dept.
272 North Second Street
Chambersburg, PA 17201
P: 717-261-3855 F: 717-264-8667

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
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Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

June 17, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- AGENDA –

I. **Welcome and introduction**
II. **Old Business**
   a. Plan Schedule Progress
III. **New Business**
   a. Presentation by GT Environmental
      i. Review Chapter 3
      ii. RFQ Update
      iii. Act 101 Re-TRAC report
      iv. Next Steps

IV. **Remarks**

   a. Next meeting – August 19, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
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Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

June 17, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- Minutes –

Members in Attendance: Jill Schooley, Craig Adams, Shawn Layton, Vernon Ashway, Travis Brookens, Kip Feldman, Elizabeth Butler.

I. **Welcome and introduction**
II. **Old Business**
   a. Plan Schedule Progress
III. **New Business**
   a. Presentation by GT Environmental- Jamie Zawila
      i. Review Chapter 3
      ii. RFQ Update
      iii. Act 101 Re-TRAC report
      iv. Next Steps

IV. **Remarks**

   a. Next meeting – August 19, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Outlook

SWAC Meeting and Survey

From Colleen D. Tidd <cdtidd@franklincountypa.gov>

Date Wed 8/6/2025 3:56 PM

To Quentin M. Clapper <qmclapper@franklincountypa.gov>; Elizabeth Butler <ebutler@franklincountypa.gov>; Danni Schaust <dschaust@gtenvironmental.com>; jzawila <jzawila@gtenvironmental.com>

Bcc ampaszkowski@comcast.net <ampaszkowski@comcast.net>; cnipe@chambersburgpa.gov <cnipe@chambersburgpa.gov>; craiga@cwprecycle.com <craiga@cwprecycle.com>; feldman@cvbp.com <feldman@cvbp.com>; jessica.ferguson@wasteconnections.com <jessica.ferguson@wasteconnections.com>; jschooley@franklinccd.org <jschooley@franklinccd.org>; jwardzin@wm.com <jwardzin@wm.com>; slayton@chambersburgpa.gov <slayton@chambersburgpa.gov>; tbrookens@greenetwp.us <tbrookens@greenetwp.us>; Vernon Ashway, Washington Township Manager <vla@washtwp-franklin.org>

Good afternoon,

We are looking forward to seeing everyone at our next SWAC meeting on August 19th.

GT Environmental has put together a survey for all of committee members to complete and then discuss on the 19th.

Please use the link below and complete the survey prior us meeting.

https://form.jotform.com/252125644355152

Feel free to reach out if there are any questions.

Thank you,

Colleen Tidd
Senior Planner
Franklin County Planning Dept.
272 North Second Street
Chambersburg, PA 17201
P: 717-261-3855 F: 717-264-8667

Franklin County Planning Commission
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Chambersburg, PA 17201
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Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

August 19, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- AGENDA –

I. **Welcome and introduction**
II. **Old Business**
   a. Plan Schedule Progress
   b. RFQ Update
III. **New Business**
   a. Presentation by GT Environmental
      i. Gap Analysis
      ii. Next Steps

IV. **Remarks**

   a. Next meeting – October 21, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

August 19, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- Minutes –

Members in Attendance: Jill Schooley, Craig Adams, Shawn Layton, Travis Brookens, Kip Feldman, Elizabeth Butler.

I. **Welcome and introduction**
II. **Old Business**
   a. Plan Schedule Progress
   b. RFQ Update
III. **New Business**
   a. Presentation by GT Environmental- Danni Schaust
      i. Gap Analysis
      ii. Next Steps

IV. **Remarks**

   a. Next meeting – October 21, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Outlook

10/21 SWAC Meeting

From Colleen D. Tidd <cdtidd@franklincountypa.gov>
Date Thu 10/16/2025 12:01 PM
To Quentin M. Clapper <qmclapper@franklincountypa.gov>; Elizabeth Butler <ebutler@franklincountypa.gov>; Danni Schaust <dschaust@gtenvironmental.com>; jzawila <jzawila@gtenvironmental.com>
Bcc ampaszkowski@comcast.net <ampaszkowski@comcast.net>; cnipe@chambersburgpa.gov <cnipe@chambersburgpa.gov>; craiga@cwprecycle.com <craiga@cwprecycle.com>; feldman@cvbp.com <feldman@cvbp.com>; jessica.ferguson@wasteconnections.com <jessica.ferguson@wasteconnections.com>; jschooley@franklinccd.org <jschooley@franklinccd.org>; jwardzin@wm.com <jwardzin@wm.com>; slayton@chambersburgpa.gov <slayton@chambersburgpa.gov>; tbrookens@greenetwp.us <tbrookens@greenetwp.us>; Vernon Ashway, Washington Township Manager <vla@washtwp-franklin.org>

Good morning,

We are looking forward to seeing everyone at our next SWAC meeting. Just a reminder, the meeting is next Tuesday the 21st at 10am in the Franklin County admin building.

GT Environmental will be here in person to give a quick recap of our gap analysis, updates on the progress of our plan, and will open up for discussion, the topic of what needs we want prioritized in our plan.

Please feel free to reach out if you have any questions or comments prior to our meeting.

Thank you,

Colleen Tidd
Senior Planner
Franklin County Planning Dept.
272 North Second Street
Chambersburg, PA 17201
P: 717-261-3855 F: 717-264-8667

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Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

October 21, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- AGENDA –

I. **Welcome and introduction**
II. **Old Business**
   a. Recap of Gap
   b. RFQ Update
III. **New Business**
   a. Presentation by GT Environmental
      i. Goal Setting Exercise
      ii. Survey
      iii. Next Steps

IV. **Remarks**

   a. Next meeting – December 16, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

October 21, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- Minutes –

Members in Attendance: Jill Schooley, Shawn Layton, Kip Feldman, Elizabeth Butler.

I. **Welcome and introduction**
II. **Old Business**
    a. Recap of Gap
    b. RFQ Update
III. **New Business**
    a. Presentation by GT Environmental- Jamie Zawila
        i. Goal Setting Exercise
        ii. Survey
        iii. Next Steps

IV. **Remarks**

    a. Next meeting – December 16, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Outlook

12/16 SWAC Meeting

From Colleen D. Tidd <cdtidd@franklincountypa.gov>
Date Tue 12/9/2025 1:32 PM
To Quentin M. Clapper <qmclapper@franklincountypa.gov>; Elizabeth Butler <ebutler@franklincountypa.gov>; Danni Schaust <dschaust@gtenvironmental.com>; jzawila <jzawila@gtenvironmental.com>
Bcc ampaszkowski@comcast.net <ampaszkowski@comcast.net>; craiga@cwprecycle.com <craiga@cwprecycle.com>; feldman@cvbp.com <feldman@cvbp.com>; jessica.ferguson@wasteconnections.com <jessica.ferguson@wasteconnections.com>; jschooley@franklinccd.org <jschooley@franklinccd.org>; jwardzin@wm.com <jwardzin@wm.com>; tbrookens@greenetwp.us <tbrookens@greenetwp.us>; Vernon Ashway, Washington Township Manager <vla@washtwp-franklin.org>; slayton@chambersburgpa.gov <slayton@chambersburgpa.gov>; tfairchild@chambersburgpa.gov <tfairchild@chambersburgpa.gov>

Good afternoon,

We are looking forward to seeing everyone at our next SWAC meeting. Just a reminder, the meeting is next Tuesday the 16th at 10am.

This meeting will be virtual.

You can attend by clicking the following link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzIxNGRiNjgtNDExMC00MGMyLWFiNmMtOTRiM2U5NjM3Nzc4%40thread.v2/0?context=%7b%22Tid%22%3a%224b187c0c-4482-408b-9f15-0932b134b230%22%2c%22Oid%22%3a%228adbfcd5-8fec-471c-b236-406b1ff3d8de%22%7d

Please feel free to reach out if you have any questions or comments prior to our meeting.

Thank you,

Colleen Tidd
Senior Planner
Franklin County Planning Dept.
272 North Second Street
Chambersburg, PA 17201
P: 717-261-3855 F: 717-264-8667

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Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

December 16th, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- Agenda –

I. **Welcome and introduction**
II. **New Business**

   a. Presentation by GT Environmental

III. **Remarks**

   a. Next meeting – February 17th, 2026

IV. **Adjournment.**

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

December 16th, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- Minutes –
VIRTUAL MEETING

I. **Welcome and introduction**
II. **New Business**

a. Presentation by GT Environmental- Danni Schaust
   i. Plan Schedule Progress- Chapter 5
   ii. Plan Adoption Timeline
   iii. Next Steps
   iv. Questions

III. **Remarks**

a. Next meeting – February 17th, 2026

IV. **Adjournment.**

Outlook

SWAC April 21st Meeting- Canceled

From Colleen D. Tidd <cdtidd@franklincountypa.gov>

Date Thu 4/9/2026 9:05 AM

To Quentin M. Clapper <qmclapper@franklincountypa.gov>; Elizabeth Butler <ebutler@franklincountypa.gov>; Danni Schaust <dschaust@gtenvironmental.com>; jzawila <jzawila@gtenvironmental.com>; Colleen D. Tidd <cdtidd@franklincountypa.gov>

Bcc ampaszkowski@comcast.net <ampaszkowski@comcast.net>; craiga@cwprecycle.com <craiga@cwprecycle.com>; feldman@cvbp.com <feldman@cvbp.com>; jessica.ferguson@wasteconnections.com <jessica.ferguson@wasteconnections.com>; jschooley@franklinccd.org <jschooley@franklinccd.org>; jwardzin@wm.com <jwardzin@wm.com>; tbrookens@greenetwp.us <tbrookens@greenetwp.us>; Vernon Ashway, Washington Township Manager <vla@washtwp-franklin.org>; slayton@chambersburgpa.gov <slayton@chambersburgpa.gov>; Tyler Fairchild <tfairchild@chambersburgpa.gov>

Good morning,

Franklin County is working with GT Environmental in finalizing edits as we wait for one last chapter review from DEP.

So, we will not be hosting a meeting on April 21st, but expect to reach out in the near future to schedule a meeting for formal recommendation of the draft plan.

A final draft will go out to the committee prior to the meeting, and we welcome comments and questions leading up to SWAC recommending the plan.

We appreciate every one's participation and input throughout this process and look forward to your feedback as we finalize the Solid Waste Plan.

Thank you,

Colleen Tidd
Senior Planner
Franklin County Planning Dept.
272 North Second Street
Chambersburg, PA 17201
P: 717-261-3855 F: 717-264-8667

Outlook

2/17 SWAC Meeting- CANCELED

From Colleen D. Tidd <cdtidd@franklincountypa.gov>
Date Mon 2/2/2026 4:24 PM
To Quentin M. Clapper <qmclapper@franklincountypa.gov>; Elizabeth Butler <ebutler@franklincountypa.gov>; Danni Schaust <dschaust@gtenvironmental.com>; jzawila <jzawila@gtenvironmental.com>
Bcc ampaszkowski@comcast.net <ampaszkowski@comcast.net>; craiga@cwprecycle.com <craiga@cwprecycle.com>; feldman@cvbp.com <feldman@cvbp.com>; jessica.ferguson@wasteconnections.com <jessica.ferguson@wasteconnections.com>; jschooley@franklinccd.org <jschooley@franklinccd.org>; jwardzin@wm.com <jwardzin@wm.com>; tbrookens@greenetwp.us <tbrookens@greenetwp.us>; Vernon Ashway, Washington Township Manager <vla@washtwp-franklin.org>; slayton@chambersburgpa.gov <slayton@chambersburgpa.gov>; tfairchild@chambersburgpa.gov <tfairchild@chambersburgpa.gov>

Good afternoon,

This email is to inform you that our SWAC meeting scheduled for Tuesday 2/17 has been canceled due to lack of updates at this time.

The last of our chapters are with DEP awaiting review. Once we receive comments back we can move forward with any edits.

Until then, please feel free to reach out with any comments are questions regarding the plan.

Our next meeting is scheduled for April 21st. A reminder email will go out prior.

Thank you,

Colleen Tidd
Senior Planner
Franklin County Planning Dept.
272 North Second Street
Chambersburg, PA 17201
P: 717-261-3855 F: 717-264-8667

Franklin County Planning Commission
272 North Second Street
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Phone: 717-261-3855
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Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

February 18, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- Minutes –

Members in Attendance: Jill Schooley, Vernon Ashway, Travis Brookens, John Wardzinski, Chuck Nipe, Kip Feldman, Andrew Paszkowski, Elizabeth Butler.

I. **Welcome and introduction**
   a. Introdicing GT Environmental to the committee
II. **Old Business**
   a. None
III. **New Business**
   a. Presentation by GT Environmental- Jamie Zawila
      i. ACT 101
      ii. Implementing the Solid Waste Plan
      iii. Roles of Committee
      iv. Expected timeline to complete plan
      v. High Level Review of past plan

IV. **Remarks**

   a. General comments and discussion on committee's concerns to be addressed
      i. Glass/Household Hazards/E-waste
      ii. Cost of Recycling
      iii. Lithium Battery Fires
   b. Next meeting – April 15, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

April 15, 2025 - 10:00 AM

Virtual Meeting

- Minutes –

Members in Attendance: Jill Schooley, Vernon Ashway, Shawn Layton, Travis Brookens, Kip Feldman, Jessica Ferguson, Elizabeth Butler.

I. **Welcome and introduction**
II. **Old Business**
    a. None
III. **New Business**
    a. Presentation by GT Environmental- Danni Schaust
        i. Plan Schedule Progress
        ii. Implementing Guidance
        iii. Review Chapters 1 & 2
        iv. Next Steps

IV. **Remarks**

    a. Next meeting – June 17, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

June 17, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- Minutes –

Members in Attendance: Jill Schooley, Craig Adams, Shawn Layton, Vernon Ashway, Travis Brookens, Kip Feldman, Elizabeth Butler.

I. **Welcome and introduction**
II. **Old Business**
   a. Plan Schedule Progress
III. **New Business**
   a. Presentation by GT Environmental- Jamie Zawila
      i. Review Chapter 3
      ii. RFQ Update
      iii. Act 101 Re-TRAC report
      iv. Next Steps

IV. **Remarks**

   a. Next meeting – August 19, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

August 19, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- Minutes –

Members in Attendance: Jill Schooley, Craig Adams, Shawn Layton, Travis Brookens, Kip Feldman, Elizabeth Butler.

I. **Welcome and introduction**
II. **Old Business**
   a. Plan Schedule Progress
   b. RFQ Update
III. **New Business**
   a. Presentation by GT Environmental- Danni Schaust
      i. Gap Analysis
      ii. Next Steps

IV. **Remarks**

   a. Next meeting – October 21, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

October 21, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- Minutes –

Members in Attendance: Jill Schooley, Shawn Layton, Kip Feldman, Elizabeth Butler.

I. **Welcome and introduction**
II. **Old Business**
    a. Recap of Gap
    b. RFQ Update
III. **New Business**
    a. Presentation by GT Environmental- Jamie Zawila
        i. Goal Setting Exercise
        ii. Survey
        iii. Next Steps

IV. **Remarks**

    a. Next meeting – December 16, 2025

V. **Adjournment – Quentin Clapper, FC Planning Director.**

Franklin County Planning Commission
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

FRANKLIN COUNTY SWAC MEETING

December 16th, 2025 - 10:00 AM

FRANKLIN COUNTY ADMIN BUILDING CONFERENCE ROOM 806/807

- Minutes –
VIRTUAL MEETING

I. **Welcome and introduction**
II. **New Business**

a. Presentation by GT Environmental- Danni Schaust
   i. Plan Schedule Progress- Chapter 5
   ii. Plan Adoption Timeline
   iii. Next Steps
   iv. Questions

III. **Remarks**

a. Next meeting – February 17th, 2026

IV. **Adjournment.**

APPENDIX C

ORDINANCE AND CAPACITY RESERVATION AGREEMENT

Appendix C.
Ordinance and Capacity Reservation Agreements

Appendix C Overview

As described in Chapter 9, this Appendix includes copies of the Municipal Waste Management Ordinance as Amended and the signed and executed 2026 Capacity Reservation Agreements.

DRAFT

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 l01 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. Such records and customer list shall be subject to inspection and must be made available to the County or its authorized agents upon request.

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 quarterly 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

MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT

This MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT (hereinafter referred to as the "Contract") entered this 12th day of November, 2025 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" and "Mountain View Reclamation" hereinafter referred to as the "Contractor".

Name of Facility/Parent Company

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, 53 P.S. § 4000.101, *et seq.* ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 2013 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 require 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) Waste Management 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 Pennsylvania, 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 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 & Montgomery (Municipality)(ies), Franklin (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 fore joining.

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 2025 Request for Qualifications 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 seg., 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 December 1, 2025. This date shall be contingent upon receipt of final and written approval by PADEP of 2025 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
Franklin County Administration Building
272 North Second Street
Chambersburg, PA 17201

Contractor: Waste Management of Pennsylvania, Inc.
Address: 625 Cherrington Pkwy, Moon Twp, PA 15108
Attention: ALBERT PASQUARELLI

With a copy to: 43A EAST BALTIMORE ST. GREENCASTLE, PA 17225
Attention: JOHN WARDZINSKI

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 8.

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 7:00AM to 3:30 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 waste 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 cost.

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, its Commissioners, officers, agents, servants and employees from and against

any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses, including, but not limited to reasonable attorneys' fees and court costs, resulting from any negligent act or omission and/or willful misconduct 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.

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.

IX. CHOICE OF LAW AND FORUM SELECTION

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising hereunder shall be filed in the Court of Common Pleas for the Thirty-Ninth Judicial District-Franklin County Branch.

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

COUNTY OF FRANKLIN,
BOARD OF COMMISSIONERS

Dean A. Hoover

Jeff Hall

Robert G Ziobrowski
Robert G Ziobrowski (Nov 12, 2025 10:17:09 EST)

ATTEST: Carrie Jo. Gray
CHIEF CLERK

CONTRACTOR

Michael Mazza

Title: VP & Assistant Secretary

WITNESS:

Ralph Goerner III

(SEAL)

WASTE CONNECTIONS INC.

Connect with the Future®

BLUE RIDGE LANDFILL COMPANY

ATTACHMENT 1

MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT

This MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT (hereinafter referred to as the "Contract") entered this 1 day of July, 2025 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" and "Blue Ridge Landfill Company, Waste Connections" hereinafter referred to as the "Contractor".

Name of Facility/Parent Company

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, 53 P.S. § 4000.101, *et seq.* ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 2013 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 require 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) Blue Ridge Landfill Company 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 Greene Township, 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 - Blue Ridge Landfill Company 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), 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 fore joining.

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 2025 Request for Qualifications 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 seg., 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 December 1, 2025. This date shall be contingent upon receipt of final and written approval by PADEP of 2025 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
Franklin County Administration Building
272 North Second Street
Chambersburg, PA 17201

Contractor: Blue Ridge Landfill Company
Address: PO Box 399, Scotland PA 17254
Attention: Jessica Ferguson

With a copy to: Waste Connections, 3 Waterway Square Place #110 The Woodlands, TX 773
Attention: Legal

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 8.

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 6:00am to 4:00pm Monday through Friday and from 6:00am to 10:30am 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 waste 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 cost.

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, its Commissioners, officers, agents, servants and employees from and against

any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses, including, but not limited to reasonable attorneys' fees and court costs, resulting from any negligent act or omission and/or willful misconduct 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.

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.

IX. CHOICE OF LAW AND FORUM SELECTION

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising hereunder shall be filed in the Court of Common Pleas for the Thirty-Ninth Judicial District-Franklin County Branch.

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

COUNTY OF FRANKLIN,
BOARD OF COMMISSIONERS

Dean A. Hoover

Robert G Ziobrowski
Robert G Ziobrowski (Nov 12, 2025 10:17:09 EST)

ATTEST: Carrie Jo. Gray
CHIEF CLERK

CONTRACTOR

Operations Supervisor Jessica Fergie
Jessica Fergie

Title: _____

WITNESS:

(SEAL)

MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT

This MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT (hereinafter referred to as the "Contract") entered this 12th day of November, 2025 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" and "Commonwealth Environmental Systems, L.P." hereinafter referred to as the "Contractor".

Name of Facility/Parent Company

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, 53 P.S. § 4000.101, *et seq.* ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 2013 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 require 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 fore joining.

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 2025 Request for Qualifications 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 seg., 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 December 1, 2025. This date shall be contingent upon receipt of final and written approval by PADEP of 2025 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
Franklin County Administration Building
272 North Second Street
Chambersburg, PA 17201

Contractor: Commonwealth Environmental Systems, L.P.
Address: 249 Dunham Drive Dunmore, PA 18512
Attention: Dan O'Brien

With a copy to: Same as above
Attention: Karen Stolan

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 8.

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 waste 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 cost.

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, its Commissioners, officers, agents, servants and employees from and against

any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses, including, but not limited to reasonable attorneys' fees and court costs, resulting from any negligent act or omission and/or willful misconduct 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.

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.

IX. CHOICE OF LAW AND FORUM SELECTION

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising hereunder shall be filed in the Court of Common Pleas for the Thirty-Ninth Judicial District-Franklin County Branch.

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

COUNTY OF FRANKLIN,
BOARD OF COMMISSIONERS

Dean A. Hoover

Robert G Ziobrowski
Robert G Ziobrowski (Nov 12, 2025 10:17:09 EST)

Carrie Jo Gray

ATTEST: _____
CHIEF CLERK

CONTRACTOR
Commonwealth Environmental Systems L

Louis DeNaples
Title: President L&D Management Inc. its ~~General Partner~~

WITNESS:

Dan O'Brien

Dan O'Brien

MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT

This MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT (hereinafter referred to as the "Contract") entered this 12th day of November, 2025 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" and "Waste Management of Pennsylvania, Inc." hereinafter referred to as the "Contractor".

WITNESSETH: (Name of Facility/Parent Company AND Laurel Highlands Landfill, Inc.

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, 53 P.S. § 4000.101, *et seq.* ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 2013 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 require 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) Waste Management 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. 101534 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 Pennsylvania, 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 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 Jackson Township (Municipality)(ies), Cambria (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 fore joining.

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 2025 Request for Qualifications 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 seg., 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 December 1, 2025. This date shall be contingent upon receipt of final and written approval by PADEP of 2025 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
Franklin County Administration Building
272 North Second Street
Chambersburg, PA 17201

Contractor: Waste Management of Pennsylvania, Inc.
Address: 625 Cherrington Parkway, Moon Twp, PA 15108
Attention: ALBERT PASQUARELLI

With a copy to: 260 Laurel Ridge Rd. Johnstown, PA 15909
Attention: JOHN ANDRASCIK IV

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 8.

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 2:00 PM 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 waste 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 cost.

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, its Commissioners, officers, agents, servants and employees from and against

any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses, including, but not limited to reasonable attorneys' fees and court costs, resulting from any negligent act or omission and/or willful misconduct 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.

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.

IX. CHOICE OF LAW AND FORUM SELECTION

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising hereunder shall be filed in the Court of Common Pleas for the Thirty-Ninth Judicial District-Franklin County Branch.

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

COUNTY OF FRANKLIN,
BOARD OF COMMISSIONERS

Dean A Horst

Robert G Ziobrowski
Robert G Ziobrowski (Nov 12, 2025 10:17:09 EST)

ATTEST: Carrie Jo. Gray
CHIEF CLERK

CONTRACTOR

Michael Hyle

Title: VP & Assistant Secretary

WITNESS:

Ralph Yerna III

(SEAL)

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) Sandy Run Landfill, LLC/Noble Environmental 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 _____, 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 - Sandy Run Landfill, LLC/Noble Environmental 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 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 fore joining.

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 2025 Request for Qualifications 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 seg., 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 December 1, 2025. This date shall be contingent upon receipt of final and written approval by PADEP of 2025 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
Franklin County Administration Building
272 North Second Street
Chambersburg, PA 17201

Contractor: Sandy Run Landfill, LLC/Noble Environmental
Address: 995 Landfill Road, Hopewell, PA 16650
Attention: Dusty Hilbert, VP Landfill Operations

With a copy to: Noble Environmental 6000 Town Center Blvd. Suite 145 West, Canonsburg, PA 15317
Attention: Alex Sulkowski, President

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 8.

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 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 waste 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.

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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.

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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 cost.

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, its Commissioners, officers, agents, servants and employees from and against

any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses, including, but not limited to reasonable attorneys' fees and court costs, resulting from any negligent act or omission and/or willful misconduct 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.

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.

IX. CHOICE OF LAW AND FORUM SELECTION

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising hereunder shall be filed in the Court of Common Pleas for the Thirty-Ninth Judicial District-Franklin County Branch.

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

COUNTY OF FRANKLIN,
BOARD OF COMMISSIONERS

Robert G Ziobrowski
Robert G Ziobrowski (Nov 12, 2025 10:17:09 EST)

ATTEST: Carrie Ro. Gray
CHIEF CLERK

CONTRACTOR

Title: Sr VP HF operations

WITNESS:

MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT

This MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT (hereinafter referred to as the "Contract") entered this 12th day of November, 2025 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" and " Noble Environmental Southern Alleghenies Landfill, LLC " hereinafter referred to as the "Contractor".

Name of Facility/Parent Company

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, 53 P.S. § 4000.101, *et seq.* ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 2013 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 require 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) Noble Environmental Southern Alleghenies Landfill, LLC 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. 100081 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 - Noble Environmental Southern Alleghenies Landfill, LLC 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 Conemaugh Twp (Municipality)(ies), Somerset (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 fore joining.

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 2025 Request for Qualifications 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 seg., 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 December 1, 2025. This date shall be contingent upon receipt of final and written approval by PADEP of 2025 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
Franklin County Administration Building
272 North Second Street
Chambersburg, PA 17201

Contractor: Noble Environmental Southern Alleghenies Landfill, LLC
Address: 843 Miller Picking Rd, Davidsville, PA
Attention: Landfill Manager

With a copy to: Noble Environmental
Attention: Alex Sulkoski

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 8.

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 waste 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 cost.

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, its Commissioners, officers, agents, servants and employees from and against

any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses, including, but not limited to reasonable attorneys' fees and court costs, resulting from any negligent act or omission and/or willful misconduct 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.

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.

IX. CHOICE OF LAW AND FORUM SELECTION

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising hereunder shall be filed in the Court of Common Pleas for the Thirty-Ninth Judicial District-Franklin County Branch.

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

COUNTY OF FRANKLIN,
BOARD OF COMMISSIONERS

Dean A Horst

Robert G Ziobrowski
Robert G Ziobrowski (Nov 12, 2025 10:17:09 EST)

ATTEST: Carrie Ann Gray
CHIEF CLERK

CONTRACTOR

Title: SV VP LF operations

WITNESS:

MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT

This MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT (hereinafter referred to as the "Contract") entered this 12th day of November, 2025 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" and "Community Refuse Service, Inc. & Waste Management of Pennsylvania, Inc." hereinafter referred to as the "Contractor".

Name of Facility/Parent Company

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, 53 P.S. § 4000.101, *et seq.* ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 2013 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 require 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) Waste Management 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. 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 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 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 Newburg (Municipality)(ies), Cumberland (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 fore joining.

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 2025 Request for Qualifications 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 seg., 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 December 1, 2025. This date shall be contingent upon receipt of final and written approval by PADEP of 2025 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
Franklin County Administration Building
272 North Second Street
Chambersburg, PA 17201

Contractor: Waste Management of Pennsylvania, Inc.
Address: 625 Cherrington Pkwy, Moon Twp, PA 15108
Attention: ALBERT PASQUARELLI

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 8.

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 7:00AM to 4:00PM 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 waste 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 cost.

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, its Commissioners, officers, agents, servants and employees from and against

any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses, including, but not limited to reasonable attorneys' fees and court costs, resulting from any negligent act or omission and/or willful misconduct 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.

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.

IX. CHOICE OF LAW AND FORUM SELECTION

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising hereunder shall be filed in the Court of Common Pleas for the Thirty-Ninth Judicial District-Franklin County Branch.

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

COUNTY OF FRANKLIN,
BOARD OF COMMISSIONERS

Dean A. Hoover

Robert G Ziobrowski
Robert G Ziobrowski (Nov 12, 2025 10:17:09 EST)

Carrie M. Gray

ATTEST:
CHIEF CLERK

CONTRACTOR

Michael Mayer

Title: VP & Assistant Secretary

WITNESS:

Ralph Zoerner III

(SEAL)

MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT

This MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT (hereinafter referred to as the "Contract") entered this 12th day of November, 2025 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" and " York County Solid Waste and Refuse Authority " hereinafter referred to as the "Contractor".

Name of Facility/Parent Company

WITNESSETH:

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, 53 P.S. § 4000.101, *et seq.* ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 2013 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 require 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) York County Solid Waste and Refuse Authority 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. 400561 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 N/A, 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 - York County Solid Waste and Refuse Authority 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 N/A (Municipality)(ies), N/A (County), N/A 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 fore joining.

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 2025 Request for Qualifications 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 seg., 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 December 1, 2025. This date shall be contingent upon receipt of final and written approval by PADEP of 2025 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
Franklin County Administration Building
272 North Second Street
Chambersburg, PA 17201

Contractor: York County Solid Waste and Refuse Authority
Address: 2700 Blackbridge Rd. York, PA 17406
Attention: Gregg Pearson

With a copy to: CGA Law Firm
Attention: Charles Calkins & Courtney Buechler

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 8.

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 12pm 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 waste 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 cost.

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, its Commissioners, officers, agents, servants and employees from and against

any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses, including, but not limited to reasonable attorneys' fees and court costs, resulting from any negligent act or omission and/or willful misconduct 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.

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.

IX. CHOICE OF LAW AND FORUM SELECTION

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising hereunder shall be filed in the Court of Common Pleas for the Thirty-Ninth Judicial District-Franklin County Branch.

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

COUNTY OF FRANKLIN,
BOARD OF COMMISSIONERS

Robert G Ziobrowski
Robert G Ziobrowski (Nov 12, 2025 10:17:09 EST)

ATTEST: Carrie Jo. Gray
CHIEF CLERK

CONTRACTOR

Title: Executive Director

WITNESS:

MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT

This MUNICIPAL WASTE DISPOSAL CAPACITY ASSURANCE AGREEMENT (hereinafter referred to as the "Contract") entered this 15th day of July, 2025 by and between THE COUNTY OF FRANKLIN, Franklin County, Pennsylvania, hereinafter referred to as the "County" and "Clinton County Solid Waste Authority" hereinafter referred to as the "Contractor".

WITNESSETH: Name of Facility/Parent Company

WHEREAS, the Board of County Commissioners, acting through the Franklin County Planning Commission, have developed and adopted the 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988, 53 P.S. § 4000.101, *et seq.* ("Act 101"); and,

WHEREAS, the municipalities in Franklin County have duly approved and ratified this 2013 Municipal Waste Management Plan for Franklin County pursuant to the requirements of Section 501 of Act 101; and,

WHEREAS, this 2013 Municipal Waste Management Plan for Franklin County and its revisions in 2025 require 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) CCSWA 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. 100955 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 McElhattan, 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 - CCSWA 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 McElhattan (Municipality)(ies), Clinton (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 fore joining.

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 2025 Request for Qualifications 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 seg., 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 December 1, 2025. This date shall be contingent upon receipt of final and written approval by PADEP of 2025 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
Franklin County Administration Building
272 North Second Street
Chambersburg, PA 17201

Contractor: Clinton County Solid Waste Authority
Address: 15 Landfill Lane, PO Box 209, McElhattan, PA 17748
Attention: Jay Alexander, General Manager

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 8.

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 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 waste 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 cost.

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, its Commissioners, officers, agents, servants and employees from and against

any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses, including, but not limited to reasonable attorneys' fees and court costs, resulting from any negligent act or omission and/or willful misconduct 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.

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.

IX. CHOICE OF LAW AND FORUM SELECTION

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising hereunder shall be filed in the Court of Common Pleas for the Thirty-Ninth Judicial District-Franklin County Branch.

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

COUNTY OF FRANKLIN,
BOARD OF COMMISSIONERS

Dean A. Horst

Robert B. Zibrowski

ATTEST: Carrie Jo. Shay
CHIEF CLERK

CONTRACTOR

Clinton County Solid Waste Authority

Title: Jay Alexander
General Manager

WITNESS:

JENNIFER PEARIAU

APPENDIX D

WRITTEN NOTICE LETTER TO MUNICIPALITIES

Appendix D.
Written Notice Letter to Municipalities

Appendix D Overview

As described in Chapter 13, this Appendix includes a copy of the written notice letter sent to all County municipalities on February 21, 2025, announcing the commencement of the Plan Update.

DRAFT

Franklin County Planning Department
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

February 21, 2025

Antrim Township
10655 Antrim Church Road
PO Box 130
Greencastle, PA 17225

RE: Franklin County Solid Waste Plan Update

Dear Municipal Officials:

On behalf of Franklin County's Planning Commission, I am writing to notify you that the Franklin County has begun the process of a non-substantial update to our solid waste plan, which is set to expire in December 2025. The plan is being funded in part by a DEP grant and with the technical assistance of GT Environmental, a planning consultant. A Solid Waste Advisory Committee, made up of municipalities, landfills, recyclers, and local industry has been put together to guide the development of the plan.

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Should you have any questions, please don't hesitate to reach out.

Sincerely,

Quentin Clapper, Planning Director
Franklin County Planning Department

Franklin County Planning Department
272 North Second Street
Chambersburg, PA 17201
Phone: 717-261-3855
Fax: 717-264-8667
Email: planning@franklincountypa.gov

February 21, 2025

Borough of Chambersburg
100 S Second Street
Chambersburg, PA 17202

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February 21, 2025

Fannett Township
P.O. Box 40
Dry Run, PA 17220

RE: Franklin County Solid Waste Plan Update

Dear Municipal Officials:

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February 21, 2025

Borough of Greencastle
60 North Washington Street
Greencastle, PA 17225

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February 21, 2025

Greene Township
1145 Garver Lane
P.O. Box 215
Scotland, PA 17254

RE: Franklin County Solid Waste Plan Update

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February 21, 2025

Guilford Township
115 Spring Valley Road
Chambersburg, PA 17202

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February 21, 2025

Hamilton Township
1270 Crottlestown Road
Chambersburg, PA 17202

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February 21, 2025

Letterkenny Township
4924 Orrstown road
Chambersburg, PA 17202

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February 21, 2025

Lurgan Township
8650 McClays Mill Road
Newburg, PA 17240

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February 21, 2025

Mercersburg Borough
113 South Main Street
Mercersburg, PA 17236

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February 21, 2025

Metal Township
P.O. Box 332
Fannettsburg, PA 17221

RE: Franklin County Solid Waste Plan Update

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Chambersburg, PA 17201
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Fax: 717-264-8667
Email: planning@franklincountypa.gov

February 21, 2025

Mont Alto Borough
P.O. Box 427
Mont Alto, PA 17237

RE: Franklin County Solid Waste Plan Update

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Chambersburg, PA 17201
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Fax: 717-264-8667
Email: planning@franklincountypa.gov

February 21, 2025

Montgomery Township
11364 Ft. Loudon Road
Mercersburg, PA 17236

RE: Franklin County Solid Waste Plan Update

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February 21, 2025

Orrstown Borough
10313 Rowe Run Road
P.O. Box 100
Orrstown, PA 17244

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February 21, 2025

Peters Township
5000 Steele Avenue
P.O. Box 88
Lemaster, PA 17231

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February 21, 2025

Quincy Township
7575 Mentzer Gap Road
Waynesboro, PA 17268

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February 21, 2025

Shippensburg Borough
111 N Fayette Street
P.O. Box 129
Shippensburg, PA 17257

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February 21, 2025

Southampton Township
705 Municipal Drive
Shippensburg, PA 17257

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February 21, 2025

St Thomas Township
965 Hade Road
Chambersburg, PA 17202

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February 21, 2025

Warren Township
11637 Little Cove Road
Mercersburg, PA 17236

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February 21, 2025

Washington Township
13013 Welty Road
Waynesboro, PA 17268

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February 21, 2025

Borough of Waynesboro
57 East Main Street
Waynesboro, PA 17268

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Franklin County Planning Department

APPENDIX E

SUMMARY OF PUBLIC COMMENTS

Appendix E.
Summary of Public Comments

Appendix E Overview

As described in Chapter 13, this Appendix includes a copy of any written comments received during the 30-day public comment period.

DRAFT