

Mifflin-Juniata County Regional Municipal Waste Management Plan

2025 - 2034



FINAL PLAN

September 2023

MSW CONSULTANTS

mswconsultants.com



This plan was delivered electronically. If it is necessary to print hard copies, please do so on post-consumer recycled paper and recycle.



TABLE OF CONTENTS

Acknowledgments

Material Definitions & Abbreviations

CHAPTER 1 – INTRODUCTION 1-1

1.1 Background 1-1

 1.1.1 Mifflin County 1-1

 1.1.2 Juniata County 1-2

1.2 Plan Purpose 1-3

1.3 Plan Requirements..... 1-3

1.4 Integrated Municipal Waste Management..... 1-4

1.5 Planning Goals..... 1-6

CHAPTER 2 – DESCRIPTION OF WASTE 2-1

2.1 Introduction..... 2-1

2.2 Demographics 2-1

 2.2.1 Mifflin County Population..... 2-1

 2.2.2 Juniata County Population..... 2-4

2.3 Municipal Solid Waste (MSW) Quantities and Generation..... 2-8

 2.3.1 Mifflin County Solid Waste Generation 2-8

 2.3.2 Juniata County Solid Waste Generation 2-10

2.4 Municipal Waste Stream Composition 2-13

2.5 Construction/Demolition Waste (C/D) 2-15

2.6 Sewage Sludge..... 2-15

2.7 Asbestos..... 2-18

2.8 Processed Medical Waste 2-18

2.9 Ash Residue 2-18

2.10 Residual Waste..... 2-19

CHAPTER 3 – DESCRIPTION OF FACILITIES 3-1

CHAPTER 4 – ESTIMATED FUTURE DISPOSAL CAPACITY 4-1

4.1 Introduction..... 4-1

4.2 Mifflin County Municipal Solid Waste Projections 4-1

4.3 Juniata County Municipal Solid Waste Projections 4-4

4.4 Disposal Capacity Observations..... 4-6

CHAPTER 5 – RECYCLING 5-1

5.1 Recycling Requirements 5-1

5.2 Recycling System Overview 5-1



5.3	Recycling Rate.....	5-2
5.4	MCSWA Transfer Station & Recycling Center Services	5-8
5.5	Residential Curbside Recycling.....	5-9
5.6	Public Drop-Off Programs for Recyclables & Special Items	5-10
5.7	Commercial/Institutional Recycling.....	5-14
5.8	Leaf and Yard Waste Collection & Processing	5-15
5.9	Household Hazardous Waste (HHW).....	5-16
5.10	Construction & Demolition Waste Recycling.....	5-16
5.11	Recycling Potential	5-16
5.12	Environmental Impacts	5-18
5.13	Waste Management System and Recycling Alternatives	5-19
5.14	Primary Management and Funding Mechanisms.....	5-19
5.15	Alternatives	5-19
	5.15.1 Municipal Solid Waste (MSW) & Recyclables Collection Alternatives .	5-19
	5.15.2 Municipal Solid Waste (MSW) & Recyclables Transportation Alternatives	5-20
	5.15.3 Landfill/Disposal Alternatives	5-21
	5.15.4 Composting & Organics Processing Alternatives.....	5-21
	5.15.5 Items Requiring Special Handling.....	5-21
5.16	Measures to Achieve 35 Percent Diversion.....	5-21
CHAPTER 6 – SELECTION & JUSTIFICATION		6-1
6.1	Current Waste System	6-1
6.2	Waste System Selection	6-3
6.3	Waste System Selection: Materials.....	6-4
6.4	Disposal Facilities	6-6
	6.4.1 Location	6-6
	6.4.2 Disposal Capacity Assurance.....	6-9
	6.4.3 Procedure to Add Disposal Facilities to Plan.....	6-11
6.5	Materials Management & Diversion Strategies	6-11
	6.5.1 Regional Waste & Recycling Goals	6-12
	6.5.2 Materials Management Strategies.....	6-12
6.6	Funding Mechanisms	6-15
CHAPTER 7 – IMPLEMENTING ENTITY		7-1
CHAPTER 8 – PUBLIC FUNCTION		8-1
CHAPTER 9 – IMPLEMENTING DOCUMENTS		9-1
9.1	County Implementing Documents	9-1
9.2	Other Implementing Documents	9-2



CHAPTER 10 – NON-INTERFERENCE 10-1

CHAPTER 11 – PUBLIC PARTICIPATION..... 11-1

List of Appendices

Appendix A – Intermunicipal Agreement (Mifflin County and Juniata County)

Appendix B – Delegation Agreement (MCSWA and Mifflin County)

Appendix C – Mifflin County Municipal Waste Management Ordinance

Appendix D – Juniata County Municipal Waste Management Ordinance

Appendix E – SWAC Meeting Minutes & Public Participation

Appendix F – Resolution of Plan Adoption & DEP Plan Approval Letter

Appendix G – Executed Disposal Capacity Agreements

Appendix H – Request for Proposals from Disposal Facilities – Advertisements/Publications

List of Figures

Figure 1-1 Mifflin-Juniata Counties Location Map..... 1-2

Figure 1-2 U.S. EPA Waste Management Hierarchy 1-5

Figure 2-1 Mifflin County Demographic Profile 2-3

Figure 2-2 Juniata County Demographic Profile 2-5

Figure 2-3 Waste Categories..... 2-7

Figure 2-4 Mifflin County Municipal Waste Generation (2017-2021, Tons) 2-9

Figure 2-5 Juniata County Municipal Waste Generation (2017-2021, tons)..... 2-11

Figure 2-6 Mifflin and Juniata County Disposed MSW Composition (2017-2021) 2-14

Figure 2-7 Mifflin and Juniata Counties Municipal Solid Waste Recoverability 2-15

Figure 4-1 Mifflin County Projected Municipal Waste Requiring Disposal (2025-2034)... 4-2

Figure 4-2 Juniata County Projected Municipal Waste Requiring Disposal (2025-2034) 4-4

Figure 5-1 Mifflin County Historical Waste Disposal and Recycling (5-Year Average) .. 5-4

Figure 5-2 Mifflin County Recycling Tons Distribution by Generator and Material (5-year Annual Average) 5-4

Figure 5-3 Juniata County Historical Waste Disposal and Recycling (5-Year Average) 5-5

Figure 5-4 Juniata County Recycling Distribution by Generator and Material (5-Year Annual Average) 5-6

Figure 5-5 Recycling Distribution by Mifflin County Collection Program (5-Year Annual Average)..... 5-7

Figure 5-6 Recycling Distribution by Juniata County Collection Program (5-Year Annual Average)..... 5-7

Figure 5-7 MCSWA Transfer Station & Recycling Center 5-8

Figure 5-8 MCSWA Recyclables and Special Items 5-11

Figure 5-9 Map of Mifflin County Recycling Locations 5-13

Figure 5-10 MCSWA Yard Waste Drop-Off Site/Compost Facility 5-16



Figure 6-1 Mifflin-Juniata Disposal Facilities Map..... 6-8

List of Tables

Table 2-1 Mifflin County Population Estimates by Municipality 2-2

Table 2-2 Juniata County Population Estimates by Municipality 2-4

Table 2-3 Mifflin County Total Reported Generation (2017-2021, Tons) 2-9

Table 2-4 Mifflin County MSW Generation per Capita (2017-2021, tons) 2-10

Table 2-5 Juniata County Total Reported Generation (2017-2021, tons) 2-11

Table 2-6 Juniata County MSW Generation per Capital (2017-2021, tons) 2-12

Table 2-7 Mifflin and Juniata County Waste Stream Composition 2-13

Table 2-8 Registered Septage Haulers (2021)..... 2-16

Table 2-9 Wastewater Treatment Plants (2022) 2-17

Table 3-1 Disposal Facilities (as of 2023)..... 3-1

Table 4-1 Mifflin County Projected Municipal Waste Requiring Disposal (2025–2034) ... 4-3

Table 4-2 Juniata County Projected Municipal Waste Requiring Disposal (2025–2034) 4-5

Table 5-1 Mifflin and Juniata County MSW Generation and Recycling Rate (2017-2021)
..... 5-3

Table 5-2 Combined County MSW Generation and Recycling Rate (2017-2021) 5-3

Table 5-3 MCSWA Transfer Station & Recycling Center Service Summary (2022) 5-9

Table 5-4 Materials Accepted at MCSWA Transfer Station & Recycling Center and
Drop-Off Sites..... 5-12

Table 5-5 Residential Special Items Collected During Mifflin County Spring/Fall Cleanups
[1] 5-14

Table 5-6 Residential Special Items Collected During Juniata County Spring/Fall
Cleanups [1]..... 5-14

Table 5-7 Municipalities with Residential Leaf and Yard Waste Services 5-15

Table 5-8 Mifflin and Juniata Counties Annual Recycling Potential (5-year Annual
Average)..... 5-17

Table 5-9 Combined County Recycling Environmental Benefits (5-Year Average) 5-18

Table 5-10 Combined County GHG Emissions Impact (5-Year Average)..... 5-18

Table 5-11 Measures to Increase Waste Diversion 5-22

Table 6-1 Mifflin-Juniata Disposal Facilities..... 6-6

Table 6-2 Act 101 Recyclables Accepted by Disposal Facilities..... 6-9

Table 6-3 Disposal Facility Capacity Summary..... 6-10

Table 6-4 Materials Management Strategies 6-13

Table 7-1 Plan Implementation Responsibilities..... 7-1

Table 9-1 Mifflin-Juniata County Plan-Implementing Documents 9-1

Table 11-1 Mifflin and Juniata Counties SWAC Meeting Schedule 11-2



ACKNOWLEDGMENTS

This project was partially funded by Act 101, Section 901 Planning Grant funds issued by the Pennsylvania Department of Environmental Protection (DEP). The development of this Mifflin-Juniata County Regional Municipal Solid Waste Management Plan (2025-2034) would not have been successful without DEP funding and technical support, and participation by the Mifflin County Board of Commissioners, Juniata County Board of Commissioners, Mifflin County Solid Waste Authority (MCSWA), local municipal representatives, and the Solid Waste Advisory Committee (SWAC). The SWAC and the following parties and organizations were essential contributors to the Plan revision process.

Mifflin County Board of Commissioners

Kevin P. Kodish, Commissioner
 Mark Sunderland, Commissioner
 Robert Postal, Commissioner

Juniata County Board of Commissioners

Alice J. Gray, Chairperson
 Todd A. Graybill, Vice Chairman
 Mark R. Partner, Secretary

Mifflin County Solid Waste Authority (MCSWA)

Lisa J. Smith, Director & Mifflin County Recycling Coordinator

**In this Plan, MCSWA refers to the MCSWA and Mifflin County in most references*

Solid Waste Advisory Committee

Lisa J. Smith, Director, Mifflin County Solid Waste Authority
 Brad Kerstetter, Juniata County Planning Director
 Mark Colussy, Mifflin County Planning Director
 Trevor Weaver, Mifflin County Conservation District
 Dan Dunmire, Mifflin County Conservation District (retired)
 Kevin Kodish, Mifflin County Commissioner
 Aaron Wilson, Lewistown Borough Councilman
 Donald Warntz, II, Derry Township Board of Supervisors
 Shawna Conaway, Granville Township
 Brenton Park, Parks Garbage Service
 Josh Nileski, Parks Garbage Service
 Chris Snyder, Juniata County Conservation District
 Alice J. Gray, Juniata County Commissioner Chairperson
 Glenda Leister, Resident, Port Royal Borough
 Mindy Musser, KPB-Juniata County Recycling Coordinator
 Carianne Love, Mifflin County Planning Director
 Mary Herto, Granville Township Secretary/Treasurer
 Lori Glace, Juniata Conservation District District Manager

Planning Consultant

MidAtlantic Solid Waste Consultants, LLC (MSW Consultants)



This page is intentionally left blank.

MATERIAL DEFINITIONS & ABBREVIATIONS

MATERIAL DEFINITIONS

In Pennsylvania, waste originating from residential, municipal, and institutional establishments, construction and demolition activities, medical waste from health care facilities, biosolids, ash residue, asbestos, and sewage sludge from municipal wastewater treatment fall within the State regulatory framework for municipal waste management. Except where specified, the following material definitions are derived from Title 25, PA Code, Chapter 271.

- **Asbestos** – A heat-resistant fibrous silicate mineral that can be woven into fabrics and is used in fire-resistant and insulating materials such as brake linings.
- **Ash Residue** – Powdery residue left after the burning of a substance.
- **Construction/Demolition (C/D) 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, including trees, brush, stumps, and vegetative material.
- **Disposal Capacity Agreements** – Agreements secured through an open, fair, competitive process to identify permitted disposal facilities included in the Plan to ensure sufficient disposal capacity is available for the 10-year planning period. These agreements do not guarantee deliveries of specified amounts of waste or any waste to any one facility. The PA Code does not define Disposal Capacity Agreements.
- **Disposal Facilities** – The disposal facilities identified in the Mifflin-Juniata Regional Municipal Waste Management Plan (2024 – 2035) and eligible to receive municipal solid waste from Mifflin and Juniata Counties in accordance with their respective executed Disposal Capacity Agreements. May include other permitted disposal facilities.
- **Municipal Waste** – The Pennsylvania regulatory definition for garbage, refuse, industrial lunchroom or office waste, and other material, including solid, liquid, semisolid, or contained gaseous material resulting from the operation of residential, municipal, commercial, or institutional establishments and from community activities; and sludge not meeting the definition of residual or hazardous waste under this chapter from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility.
- **Municipal Solid Waste (MSW)** – A term commonly used in reference to conventional trash and source-separated recyclables from households, businesses, and institutions.

- **Processed Medical Waste** – Regulated medical and chemotherapeutic municipal and residual waste generated in the diagnosis, treatment, immunization, or autopsy of human beings or animals, in research pertaining thereto, in the preparation of human or animal remains for interment or cremation, or in the production or testing of biologicals. Waste resulting from the production or use of antineoplastic agents used for the purpose of inhibiting or stopping the growth of malignant cells or killing malignant cells.
- **Recycling or Recyclables** – Materials separated, collected, and/or recovered from the municipal waste stream for sale or reuse, including metals, glass, paper, plastics, and other materials which would otherwise be disposed or processed as municipal waste.
- **Regional Municipal Waste Management System** – Primarily refers to the Mifflin and Juniata Counties' solid waste system, including the County areas that generate waste and recyclables and the programs, services and infrastructure that manage materials generated by the two Counties. This system also includes the Disposal Facilities in this Plan and other material processors located outside of the Counties that process materials originating from the two counties.
- **Residual Waste** – Garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining, and agricultural operations, and non-hazardous sludges from an industrial, mining, or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility. The term does not include coal refuse as defined in the Coal Refuse Disposal Control Act (52 P. S. § 30.51—30.66).
- **Special Handling Waste** – Solid waste that requires the application of special storage, collection, transportation, processing, or disposal techniques due to the quantity of material generated or its unique physical, chemical, or biological characteristics. The term includes dredged material, sewage sludge, infectious waste, chemotherapeutic waste, ash residue from a solid waste incineration facility, friable asbestos-containing waste, PCB-containing waste, and waste oil that is not hazardous waste.
- **Special Items** – Sometimes referred to as “hard-to-recycle materials,” special items are materials that are routinely generated and usually require special storage, collection, processing, and transportation for recycling and/or disposal. Special items are typically targeted for recovery for the purpose of recycling and/or to ensure proper handling. Examples include bulk items, tires, household hazardous waste, electronics, appliances, scrap metal, and construction and demolition materials. The PA Code does not define Special Items.
- **Sewage Sludge** – Liquid or solid sludges or other residues from a municipal sewage sludge collection or treatment system; and liquid or solid sludges and other residues from septic and holding tank pumping from commercial, institutional, or residential establishments. The sewage sludge that has been treated to meet

pollutant and pathogen requirements for land application and surface disposal (e.g., land applied as fertilizer) is referred to as “biosolids.”

ABBREVIATIONS

Abbreviation	Explanation
CY	Cubic Yard
C&D	Construction and Demolition
EPA	Environmental Protection Agency
E-Waste	Electronic Waste
GHG	Greenhouse Gas
GPD	Gallons per Day
GVW	Gross Vehicle Weight
HDPE	High-Density Polyethylene
HHW	Household Hazardous Waste
KAB	Keep America Beautiful
KPB	Keep Pennsylvania Beautiful
LDPE	Low-Density Polyethylene
MCSWA	Mifflin County Solid Waste Authority
MGD	Million Gallons per Day
MRF	Material Recovery Facility
MSW	Municipal Solid Waste
MTCE	Metric Tons of Carbon Equivalent
MTCO2E	Metric tons of Carbon Dioxide Equivalent
MWAC	Municipal Waste Advisory Committee
MWMP	Municipal Waste Management Plan
OCC	Old Corrugated Containers
ONP	Old Newspaper
O&M	Operation and Maintenance
PADEP	Pennsylvania Department of Environmental Protection
PBR	Permit-by-Rule (in reference to municipal compost facilities)
PEC	Pennsylvania Environmental Council
PET	Polyethylene Terephthalate



Abbreviation	Explanation
PP	Polypropylene
PS	Polystyrene
RFP	Request for Proposal
SWAC	Solid Waste Advisory Committee
TPY	Tons per Year
USEPA	United States Environmental Protection Agency
WARM	Waste Reduction Model (EPA)
WM	Waste Management
WTE	Waste-to-Energy
WTL	Wayne Township Landfill
WWTP	Wastewater Treatment Plant

CHAPTER 1 – INTRODUCTION

1.1 Background

Mifflin and Juniata Counties are located in rural central Pennsylvania. There are no landfills or large mixed material recyclables processors or material recovery facilities (MRFs) in either county. The development of this regional municipal waste management plan (Plan) is a cooperative effort between Mifflin and Juniata Counties. This Plan allows for an open market system where waste originating from the counties may go to any permitted disposal facility, and where disposal facilities that have executed Disposal Capacity Agreements demonstrate sufficient disposal capacity is available for the 10-year planning period.

Mifflin County and Juniata County entered into an Intermunicipal Agreement on June 12, 2014 (**Appendix A**), formalizing the cooperative effort between the two counties to plan and implement solid waste and recycling programs serving the residents and businesses of the two counties. The Mifflin County Solid Waste Authority (MCSWA) is the administrative lead in Plan development.

The Delegation of Powers Resolution (#13 - 2013) between Mifflin County and MCSWA (**Appendix B**) delegates MCSWA the authority, on behalf of Mifflin County, to update and implement its County Plan and to manage and operate the County's solid waste and recycling programs. Through the operation of the Mifflin County Transfer Station & Recycling Center and a network of public recyclables drop-off sites, MCSWA provides comprehensive waste and recyclables services and recycling opportunities to Mifflin and Juniata County residents.

The two-county regional planning effort is an integrated strategy. The MCSWA has greater resources to provide operational and administrative services, and Juniata County resources are limited. The planning region and service area primarily includes Mifflin and Juniata Counties but extends to include the out-of-county landfills and recyclables processors.

1.1.1 Mifflin County

Mifflin County, located in the Appalachian Mountains of central Pennsylvania, was established as a County by a legislative act in 1789. Mifflin County is in the Susquehanna River Basin along the Juniata River, **Figure 1-1**. The adjoining counties include Centre County to the north, Huntington County to the west, Juniata County to the south, and Snyder and Union Counties to the east.

Mifflin County comprises 16 municipalities: 10 townships and six boroughs. The north-south corridor parallels U.S. Route 322 from Juniata County on the south to Centre County on the north. It is the primary urbanized area with several inter-connected population centers or economic or business centers. Lewistown Borough, Granville Township, Burnham Borough, Derry Township, Armagh Township, Union Township, Brown Township, Menno Township, and McVeytown Borough are the more densely populated areas featuring more concentrated economic activity. The Borough of

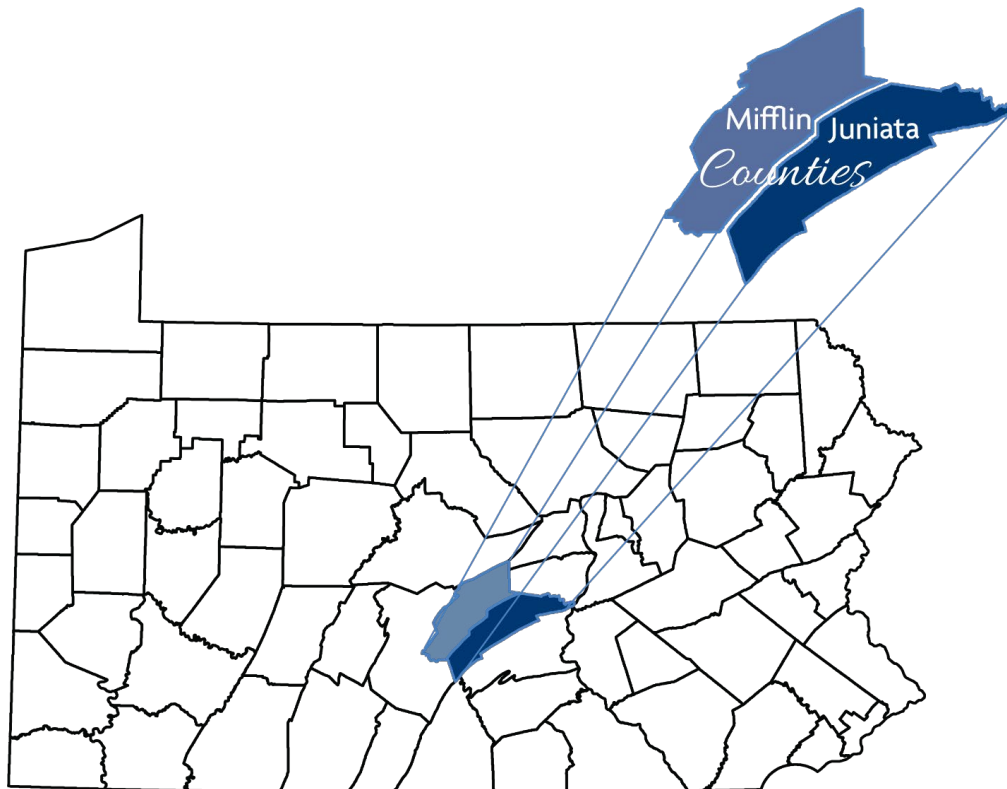
Lewistown, located in the middle of the County, is the largest population center in the County. The remaining townships and boroughs are rural, with sparse commercial and industrial establishments.

1.1.2 Juniata County

Juniata County, located slightly southeast of the center of the Commonwealth of Pennsylvania, was established as a County by a legislative act in 1831. Juniata County was named for the prominent geographic feature, the Juniata River, that runs across its jurisdictional boundaries, **Figure 1-1**. The adjoining counties include Snyder and Mifflin Counties to the north, Huntington and Franklin Counties to the west, Perry County to the south, and Northumberland and Dauphin Counties to the east.

Juniata County is 394 square miles in area and comprises 17 municipalities: 13 townships and four boroughs. The north-south corridor parallels U.S. Route 322 from Perry County on the south to Mifflin County on the north and is the primary urbanized area. It includes several inter-connected population centers and economic activities. Mifflin Borough, Mifflintown Borough, Port Royal Borough, and Thompsontown Borough are the main economic activity centers. At the same time, the remaining townships and boroughs are rural and contain only scattered commercial and industrial establishments. Mifflintown Borough, the County seat of Juniata County, has the highest population density in the County. Fayette Township has the largest population in the County.

Figure 1-1 Mifflin-Juniata Counties Location Map



1.2 Plan Purpose

Proper municipal waste management is a public good and public service in response to potential local environmental and economic harms resulting from improper disposal. This Plan is a guidance document establishing Mifflin County, Juniata County, and MCSWA's municipal solid waste management goals and objectives, including strategies and programs for responsible waste management and the recovery of recyclable materials. This Plan establishes a framework for addressing Mifflin and Juniata Counties' municipal waste challenges while encouraging best practices by waste generators, waste handlers, the counties, and municipalities.

Individual municipalities retain the right to implement individual or multi-municipal waste and recycling programs. Aligning municipal waste management goals, initiatives, services, and education across both counties enhances the performance of the regional waste system. This Plan encourages efficient materials management to minimize adverse impacts, preserve natural resources and landscapes, and utilization of public and private services like the MCSWA Transfer Station & Recycling Center and scrap recyclers to encourage sustainable economic growth.

1.3 Plan Requirements

Mifflin and Juniata Counties are required by Pennsylvania laws to develop a Municipal Waste Management Plan (Plan) and to update its Plan every ten years. This Plan document updates the 2014 MCSWA Plan and covers the 2025-2034 planning period.

The Mifflin and Juniata County Commissioners, the Solid Waste Advisory Committee (SWAC), and the MCSWA have supported the development of this non-substantial Plan revision. The MCSWA must submit the Plan to the Pennsylvania Department of Environmental Protection (PADEP) for review and approval.

Municipal waste management involves the collection, transportation, disposal, and processing of Municipal Solid Waste (MSW), as regulated under the Solid Waste Management Act, Act 97 of 1980 (Act 97). Mifflin and Juniata Counties are required by Act 97 and the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101 of July 28, 1988, as amended, and Chapter 272 of the PA. Code 25, to implement its Plan. This Plan adheres to the "Guidelines for the Development and Implementation of County Municipal Waste Management Plan Revisions," Document Number 254-2212-504 (2009). The primary purpose of the Plan per regulations is to:

- (1) Ensure the counties have sufficient processing and disposal capacity for municipal waste for ten years,
- (2) Ensure a fair and open planning and selection process,
- (3) Ensure waste reduction and recycling programs for municipal waste or source-separated recyclable material are feasible,



- (4) Shift the responsibility for developing and implementing municipal waste management plans from municipalities to counties, and
- (5) Conserve resources and protect public health, safety, and welfare from the short and long-term dangers of transportation, processing, treatment, storage, and disposal of municipal solid waste.

Non-substantial Plan Revision: PADEP designated this 10-year Plan update (2025-2034) as a non-substantial Plan revision. Essential elements of the Plan include:

- Waste and recycling program descriptions,
- Waste generation data, including waste diversion to recycling,
- 10-year waste projections and estimated disposal capacity requirements, and
- Public participation, including SWAC meetings to encourage feedback on solid waste issues and Plan development.

1.4 Integrated Municipal Waste Management

The U.S. EPA, Commonwealth Courts, and PADEP support integrated waste management systems where counties implement waste diversion programs to avoid waste disposal costs and impacts. The Mifflin-Juniata regional waste system is integrated through the two-county cooperation and engaging the local jurisdictions (i.e., townships and boroughs) to responsibly manage municipal solid waste through opportunities to recycle and avoid costs, protecting public health, safety, and welfare.

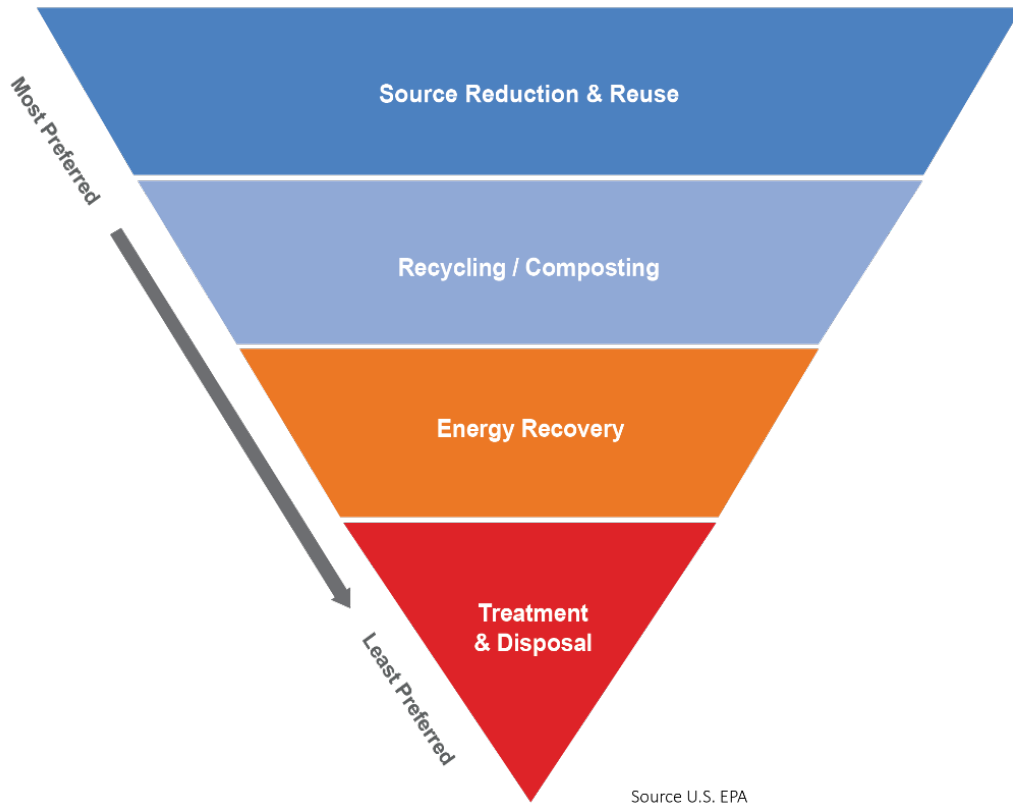
A combination of services and activities, including collection, hauling, landfill disposal, special materials handling, recyclables processing, and composting, are used to manage municipal waste. Below is a brief description of essential operations:

- **Collection.** The private and public sector performs the collection of municipal waste. The County, municipalities, and private sector waste collectors determine collection methods and containers used at the collection point. County and municipal ordinances, Act 101 of 1988, and other solid waste regulations and market conditions influence municipal waste collection and services.
- **Transportation.** PADEP and the Pennsylvania Department of Transportation (PennDOT) regulate the transport of municipal and residual waste generated in Pennsylvania to processing or disposal facilities under the Waste Transportation Safety Act (Act 90). Waste haulers are subject to regulation. These haulers include companies that transport construction and demolition (C&D) wastes, roofing materials, landscape wastes, and companies that transport significant quantities of materials from manufacturing operations.
- **Processing/Disposal.** Public and private operators of Pennsylvania municipal waste transfer, processing, and disposal facilities must have permits from PADEP to build, operate, expand, and close facilities. Landfills, waste-to-energy facilities, compost facilities, and recyclables processors require permits. Pennsylvania

counties and local municipalities must direct waste to permitted disposal or processing facilities.

The U.S. EPA, PADEP, and Commonwealth Court support an integrated approach where waste reduction and avoided costs are prioritized, **Figure 1-2**.

Figure 1-2 U.S. EPA Waste Management Hierarchy



Mifflin and Juniata Counties manage MSW following the hierarchy of management and best practices presented below to the extent practical and feasible:

- **Source Reduction** – Avoiding waste through waste elimination and/or reuse practices.
- **Recycling/Composting** – Recovering materials and then processing or converting materials to new or different products.
- **Avoided Cost** – Source reduction, recycling, and composting avoid costs and impacts associated with solid waste collection, transportation, and disposal at landfills. Diverting recoverable commodities, such as appliances, tires, and electronics, often improperly discarded, reduces the high cleanup costs.
- **Energy Recovery** – Energy recovery processes include combustion, gasification, pyrolysis, anaerobic digestion, and landfill gas (LFG) recovery. Waste-to-energy facilities with Disposal Capacity Agreements are eligible to process the municipal waste generated by Mifflin and Juniata Counties.



1.5 Planning Goals

The goals of this Plan over the 10-year planning period include:

1. Advance socially, economically, and environmentally responsible materials management practices;
2. Maintain the financial and operational sustainability of the MCSWA Transfer Station and Recycling Center, which serves as a centerpiece of the regional waste system, serving as the primary waste transfer and recyclable materials processing and marketing expertise for Mifflin and Juniata Counties;
3. Evaluate and implement feasible alternatives and programs to advance recycling toward the statewide recycling goal of 35 percent;
4. Protect Mifflin and Juniata County's natural lands, geographic features, communities, and resources; and
5. Promote the health, safety, and welfare of citizens and businesses.

CHAPTER 2 – DESCRIPTION OF WASTE

2.1 Introduction

In Pennsylvania, waste originating from residential, municipal, and institutional establishments, construction, and demolition (C/D) activities, medical waste from health care facilities, ash residue, asbestos, and sewage sludge are categorized as **municipal waste** under the broader category of solid waste. This Chapter describes the Mifflin and Juniata Counties' historical and current municipal waste generation quantities. The total municipal waste generation figures include source-separated materials diverted from the disposed waste stream for recycling. Residual waste quantities are documented to ensure the availability of sufficient disposal capacity for municipal waste generated in Mifflin and Juniata Counties.

2.2 Demographics

Demographics influence waste generation, waste composition, and even behaviors affecting the overall performance and requirements of the Mifflin and Juniata Counties' waste system. Municipal waste (and recyclables) generation correlates to population density, commercial density, and waste generation activities. Higher concentrations of people, businesses, and industrial activities increase total MSW generation.

The population data used for this Plan and projecting future waste generation for Mifflin and Juniata County is the PADEP Population Projections Report, 2020 – 2040. The final 2020 US Census Data was not available at the time the population data source was selected and the PADEP Population Project Report is consistent with the US Census Bureau population counts for Mifflin and Juniata Counties.

2.2.1 Mifflin County Population

Table 2-1 presents the projected population of each municipality in Mifflin County for 2020, 2030, and 2040. **Figure 2-1** summarizes Mifflin County demographic information, including the number of residential, commercial, and industrial establishments, as well as population and population trends. In recent years, no residential or commercial growth or activity has significantly impacted Mifflin County municipal waste generation rates or waste characteristics.

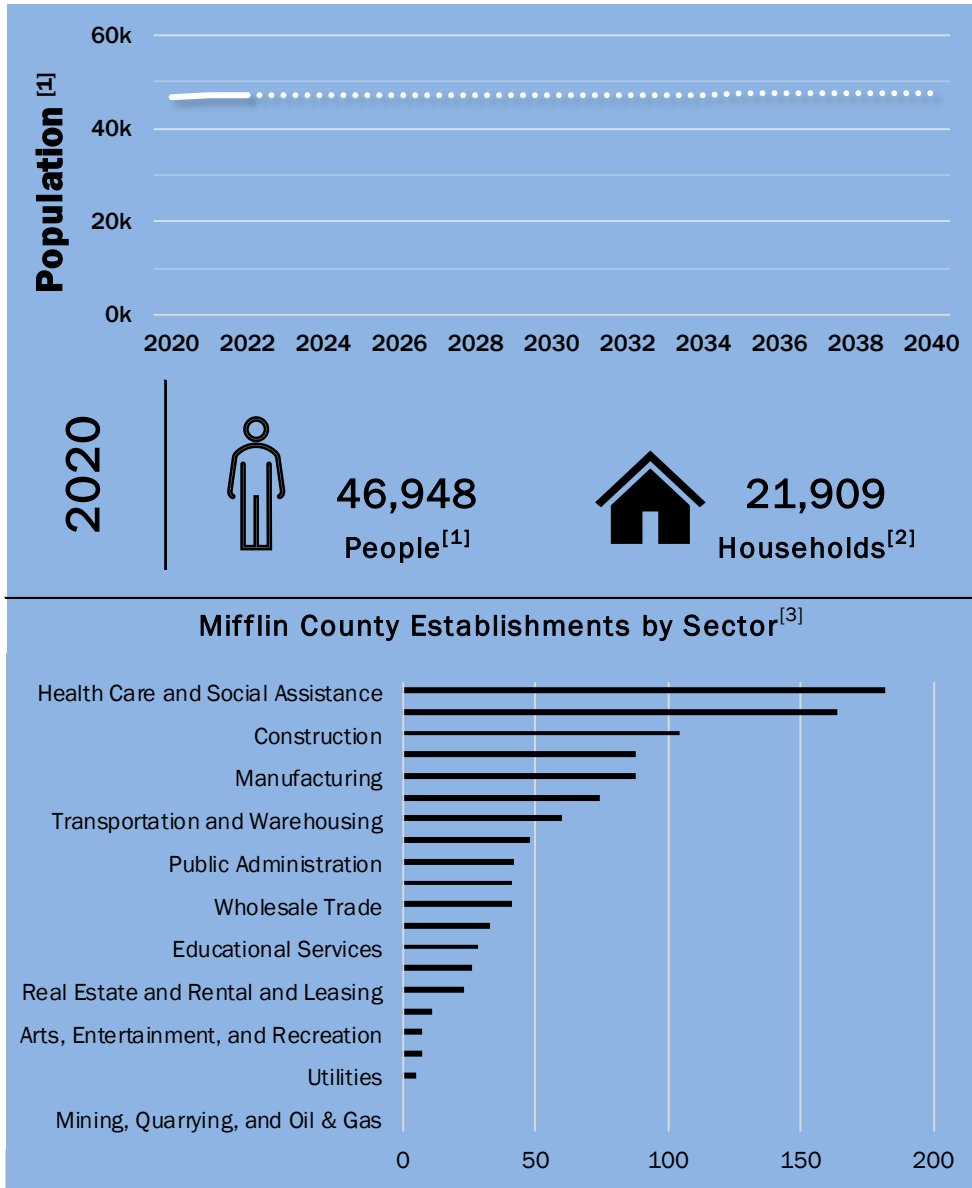


Table 2-1 Mifflin County Population Estimates by Municipality

Municipality	2020 Population	2030 Population	2040 Population	2020-2040 Population Distribution
Armagh Township	4,016	4,010	4,094	8.6%
Bratton Township	1,246	1,249	1,209	2.6%
Brown Township	4,443	4,725	5,069	10.0%
Burnham Borough	1,985	1,904	1,830	4.0%
Decatur Township	3,350	3,508	3,697	7.5%
Derry Township	7,149	7,116	6,993	15.0%
Granville Township	5,082	5,192	5,227	10.9%
Juniata Terrace Borough	528	545	545	1.1%
Kistler Borough	327	316	315	0.7%
Lewistown Borough	7,859	7,277	6,754	15.5%
McVeytown Borough	311	283	254	0.6%
Menno Township	2,006	2,128	2,250	4.5%
Newton Hamilton Borough	187	170	152	0.4%
Oliver Township	2,360	2,505	2,673	5.3%
Union Township	3,550	3,673	3,777	7.8%
Wayne Township	2,547	2,624	2,655	5.5%
County Totals	46,946	47,225	47,494	100%

Source: PADEP Population Projections Report, 2020 - 2040.

Figure 2-1 Mifflin County Demographic Profile



[1] Source: PADEP Population Projections Report, 2020 – 2040.

[2] Source: American Community Survey, 5-Year Estimates, 2020.

[3] PA Department of Labor and Industry, County Profile, September 2022.



2.2.2 Juniata County Population

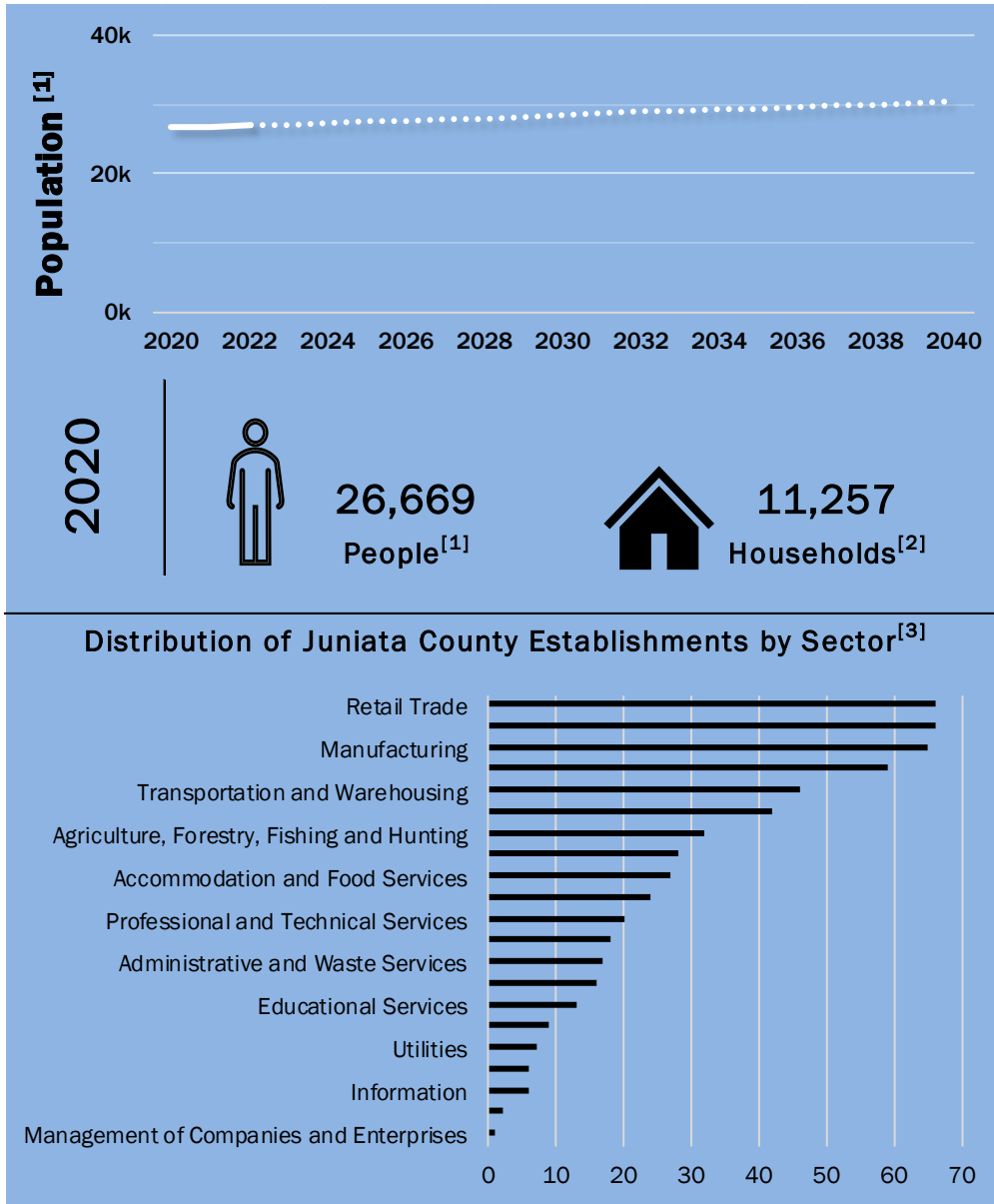
Table 2-2 presents the projected population of each Juniata County municipality for 2020, 2030, and 2040. **Figure 2-2** summarizes Juniata County demographic information, including the number of residential, commercial, and industrial establishments, as well as population and population trends. No residential or commercial growth or activity has significantly impacted municipal waste generation rates or waste characteristics in Juniata County in recent years.

Table 2-2 Juniata County Population Estimates by Municipality

Municipality	2020 Population	2030 Population	2040 Population	2020-2040 Population Distribution
Beale Township	930	1,032	1,133	3.6%
Delaware Township	1,596	1,665	1,722	5.8%
Fayette Township	3,718	3,950	4,186	13.8%
Fermanagh Township	3,094	3,368	3,647	11.8%
Greenwood Township	678	744	807	2.6%
Lack Township	821	856	891	3.0%
Mifflin Borough	630	633	627	2.2%
Mifflintown Borough	965	1,021	1,061	3.6%
Milford Township	2,417	2,747	3,077	9.6%
Monroe Township	2,459	2,665	2,881	9.3%
Port Royal Borough	983	979	1,010	3.5%
Spruce Hill Township	898	989	1,064	3.4%
Susquehanna Township	1,382	1,432	1,529	5.1%
Thompstontown Borough	765	786	833	2.8%
Turbett Township	1,073	1,205	1,315	4.2%
Tuscarora Township	1,309	1,385	1,457	4.8%
Walker Township	2,951	3,122	3,316	10.9%
County Totals	26,669	28,579	30,556	100%

Source: PADEP Population Projections Report, 2020 – 2040.

Figure 2-2 Juniata County Demographic Profile



[1] Source: PADEP Population Projections Report, 2020 – 2040.

[2] Source: American Community Survey, 5-Year Estimates, 2020.

[3] Source: PA Department of Labor and Industry, County Profile, September 2022.

State law, regulations, and material handling considerations necessitate organizing municipal waste by individual types or categories. **Figure 2-3** depicts the breakdown of waste categories using state law definitions and industry-standard terms.

Solid wastes are broadly categorized as shown below. **Municipal solid waste (MSW)** excludes residual and hazardous wastes, which the counties are not responsible for managing. This Plan focuses on non-hazardous MSW.

- **Municipal Solid Waste**

- Regularly generated non-hazardous solid waste from residential, commercial, and institutional establishments.
- Special Handling (i.e., sewage sludge, asbestos, processed medical waste, ash).
- Construction/demolition (C/D) waste.

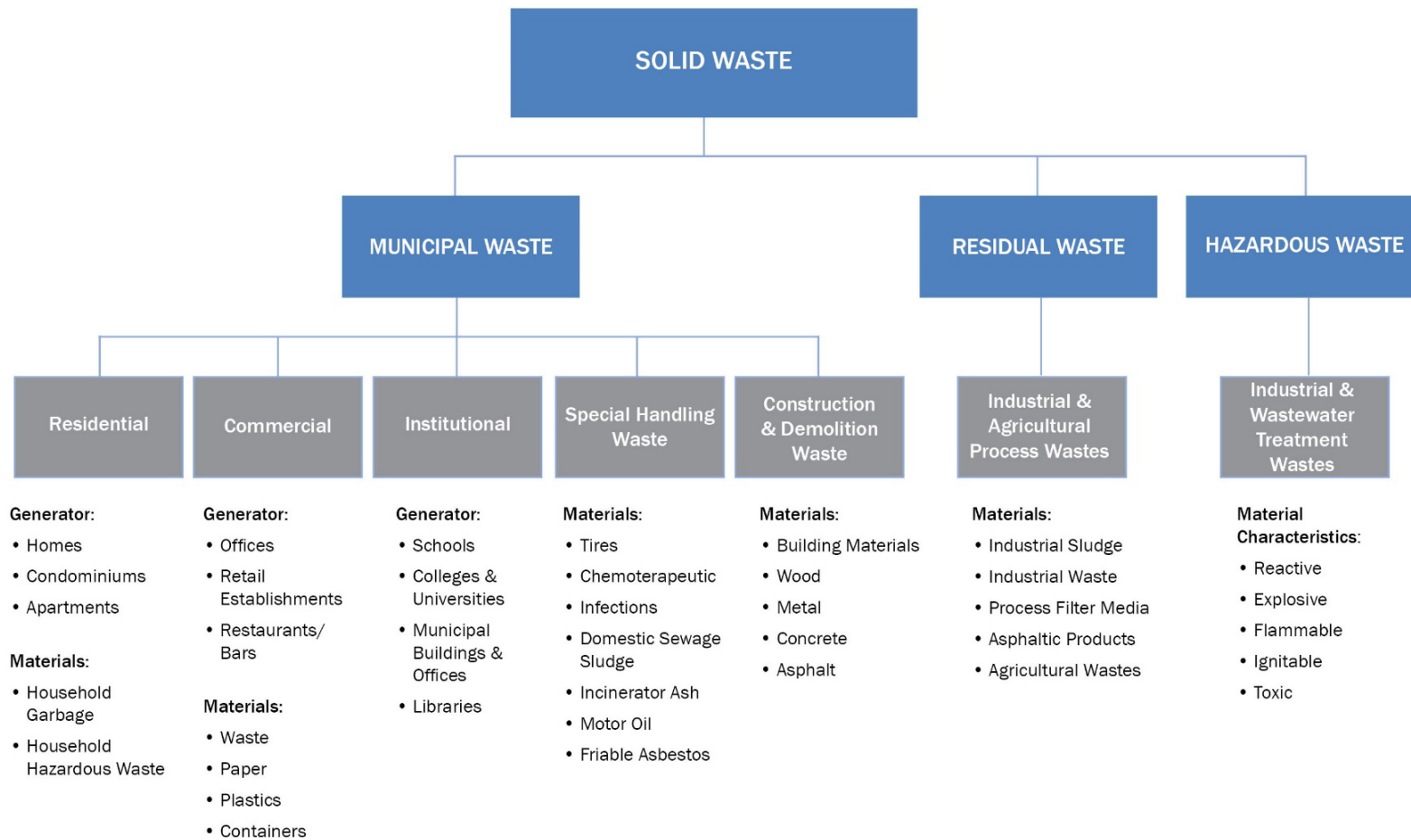
- **Residual Waste**

- Non-hazardous Industrial and Agricultural wastes. *Note: Not subject to the County's requirements for securing disposal capacity.*

- **Hazardous Waste**

- Ex., Toxic, Corrosive, Ignitable, Explosive, and Reactive wastes. *Note: Not subject to the County's requirements for securing disposal capacity.*

Figure 2-3 Waste Categories



2.3 Municipal Solid Waste (MSW) Quantities and Generation

Municipal Solid Waste (MSW) refers to routinely generated non-hazardous garbage. It includes source-separated recyclables from households, businesses, institutions, and industries. The average annual reported quantities of MSW (including recyclables) generated by Mifflin and Juniata Counties from 2017 to 2021 represent the basis for projecting the annual tons of municipal waste requiring management and “disposal capacity” over the 10-year planning period (2025-2034).

After generation, MSW is either disposed or separated from the waste stream for recycling. Licensed waste haulers must report the origin and type of waste upon arrival and weigh-in at permitted Pennsylvania municipal waste disposal or processing facilities. PADEP Waste Destination Reports compile reported disposal quantities (in tons) for each permitted facility.

2.3.1 Mifflin County Solid Waste Generation

Table 2-3 presents the annual and 5-year average of disposed quantities of the six (6) waste categories reported in the PADEP Waste Destination Reports, plus the reported recycled MSW for 2017 – 2021. Disposed MSW and recycled MSW represents total MSW generation. It is acknowledged that some materials may be illegally dumped or burned or otherwise not be reported.

Community events contribute to waste generation. The Mifflin County Youth Fair is held annually in August in Reedsville and includes livestock shows, livestock auctions, and donations of livestock and food to the Pennsylvania Food Bank. The Lewistown Borough Festival of Ice is held in November/December and includes ice sculptures, children’s activities, and a holiday market. Since Lewistown is mandated to recycle, the events are required to include recycling options.

Table 2-3 shows residual waste separately for use in calculating the total of all county waste disposed. **Figure 2-4** shows the breakdown of total municipal waste generated in Mifflin County from 2017-2021.

Table 2-3 Mifflin County Total Reported Generation (2017-2021, Tons)

	2017	2018	2019	2020	2021	Average
Disposed MSW ^[1]	20,995	22,220	22,268	22,523	23,922	22,386
Recycled MSW ^[2]	14,675	13,772	23,791	13,284	14,696	16,044
C/D Waste ^[1]	3,675	4,576	4,633	4,953	4,581	4,483
Sewage Sludge ^[1]	664	764	1,949	789	2,220	1,277
Processed Medical ^[1]	0	0	0	0	0	0
WTE Ash Residue ^[1]	0	0	0	0	0	0
Asbestos ^[1]	129	17	33	8	1	38
Total Municipal Waste Generated ^[3]	40,137	41,350	52,674	41,556	45,420	44,228
Recycled MSW ^[2]	14,675	13,772	23,791	13,284	14,696	16,044
Total Municipal Waste Disposed ^[4]	25,462	27,578	28,883	28,272	30,724	28,184
<i>Residual Waste Disposed ^[4]</i>	7,945	4,341	5,850	4,289	5,669	5,619
Total County Waste Disposed ^[5]	33,408	31,920	34,733	32,561	36,394	33,803

^[1] Source: PADEP Waste Destination Reports, 2017-2021.

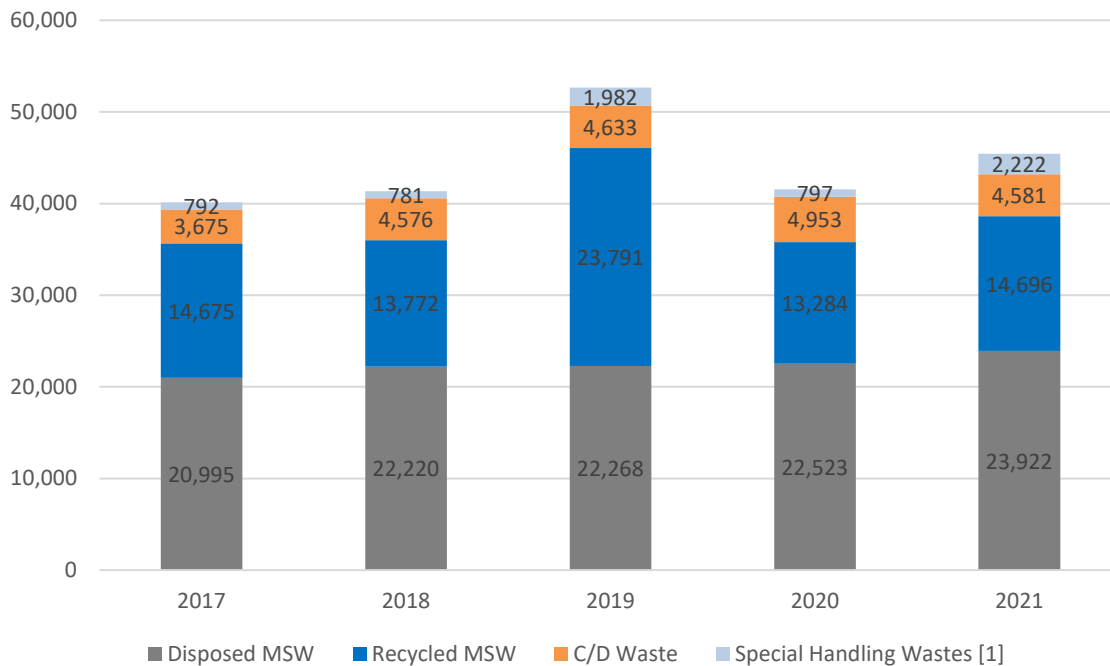
^[2] Source: Pennsylvania County Annual Recycling Reports, 2017-2021.

^[3] Total municipal waste generated is landfilled MSW, recycled MSW, sewage sludge, c/d waste, ash residue, and asbestos.

^[4] Total municipal waste disposed is equivalent to total municipal waste generated minus recycled MSW.

^[5] Total County waste disposed includes total municipal and residual waste disposed, without Recycled MSW.

Figure 2-4 Mifflin County Municipal Waste Generation (2017-2021, Tons)



Source: PADEP County Waste Destination Reports, 2017 – 2021. Act 101 County Annual Recycling Reports, 2017 – 2021.

Note: Special handling wastes include sewage sludge, processed medical waste, ash residue, and asbestos.



Table 2-4 presents only the landfilled MSW, recycled MSW, C/D, and sewage sludge as a basis to calculate the estimated waste and recyclables generated per person and excludes the other waste categories (i.e., asbestos, processed medical waste, and ash). Reported MSW generation rates for Mifflin County are consistent with national averages for rural areas. Mifflin County's average per capita generation rate is 0.94 tons per capita, which includes the total disposed and recycled MSW, C/D, and sewage sludge divided by the population (**Table 2-4**).

Table 2-4 Mifflin County MSW Generation per Capita (2017-2021, tons)

	2017	2018	2019	2020	2021	Average	U.S. Average
Landfilled MSW (tons) ^[1]	20,995	22,220	22,268	22,523	23,922	22,386	N/A
Recycled MSW ^[2]	14,675	13,772	23,791	13,284	14,696	16,044	N/A
C/D Waste ^[1]	3,675	4,576	4,633	4,953	4,581	4,483	N/A
Sewage Sludge ^[1]	664	764	1,949	789	2,220	1,277	N/A
Asbestos ^[1]	129	17	33	8	1	38	N/A
Total MSW	40,137	41,350	52,674	41,558	45,420	44,228	N/A
Population ^[3]	46,873	46,898	46,923	46,948	46,973	46,923	N/A
Tons per Capita	0.86	0.88	1.12	0.89	0.97	0.94	0.82 ^[4]

N/A - Not Applicable.

^[1] Source: PADEP Waste Destination Reports, 2017-2021.

^[2] Source: Pennsylvania County Annual Recycling Reports, 2017-2021.

^[3] Source: PADEP Population Projections Report, 2020 – 2040.

^[4] Source: U.S. EPA per capita generation rate, Advancing Sustainable Materials Management, 2018.

2.3.2 Juniata County Solid Waste Generation

Table 2-5 presents the annual and 5-year averages for the six (6) waste categories reported in PADEP Waste Destination Reports and the reported recycled MSW for 2017 – 2021. Disposed MSW and recycled MSW represents total MSW generation. **Table 2-5** includes residual waste separately for use in calculating the total of all reported county wastes disposed. The reported residual waste generation for Juniata County is above the expected quantities and may be from cabinet manufacturing and similar industries operating in the County.

Community events contribute to solid waste generation. The Juniata County Fair is an annual week-long community event located on grounds just north of Port Royal. The Port Royal Speedway continues to be a major draw to the fair, which is held in the month of September each year.

Table 2-5 Juniata County Total Reported Generation (2017-2021, tons)

	2017	2018	2019	2020	2021	Average
Disposed MSW ^[1]	9,626	9,656	9,858	9,386	10,519	9,809
Recycled MSW ^[2]	1,417	914	902	898	905	1,007
C/D Waste ^[1]	1,455	2,197	1,606	2,549	2,090	1,980
Sewage Sludge ^[1]	0	0	0	0	0	0
Processed Medical ^[1]	0	0	0	0	0	0
WTE Ash Residue ^[1]	0	0	0	0	0	0
Asbestos ^[1]	28	0	2	6	0	7
Total Municipal Waste Generated ^[3]	12,525	12,768	12,368	12,838	13,514	12,803
Recycled MSW ^[2]	1,417	914	902	898	905	1,007
Total Municipal Waste Disposed ^[4]	11,109	11,853	11,466	11,941	12,609	11,796
<i>Residual Waste Disposed ^[1]</i>	<i>9,111</i>	<i>10,175</i>	<i>9,134</i>	<i>7,483</i>	<i>6,323</i>	<i>8,445</i>
Total County Waste Disposed ^[5]	20,219	22,028	20,600	19,424	18,932	20,241

[1] Source: PADEP Waste Destination Reports, 2017-2021.

[2] Source: Pennsylvania County Annual Recycling Reports, 2017-2021.

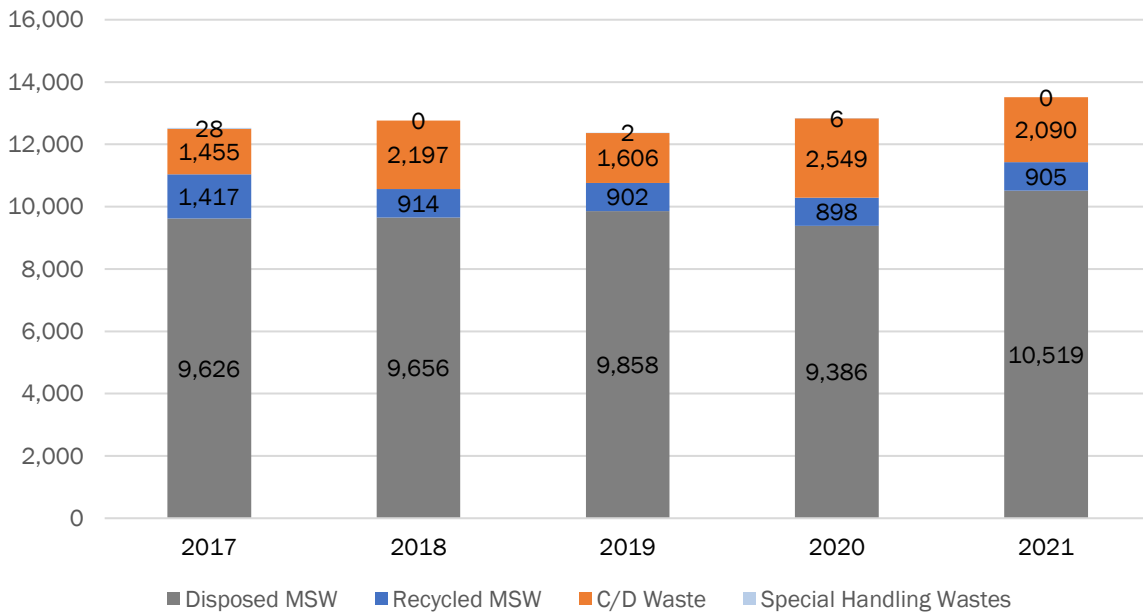
[3] Total municipal waste generated is comprised of landfilled MSW, recycled MSW, sewage sludge, c/d waste, ash residue, and asbestos (Excludes residual waste).

[4] Total municipal waste disposed is equivalent to total municipal waste generated minus recycled MSW.

[5] Total County waste disposed includes total municipal and residual waste disposed, without Recycled MSW.

Figure 2-5 shows the breakdown of total municipal waste generated in Juniata County from 2017-2021.

Figure 2-5 Juniata County Municipal Waste Generation (2017-2021, tons)



Source: PA DEP County Waste Destination Reports, 2017 – 2021. Act 101 County Annual Recycling Reports, 2017 – 2021.

Note: Special handling wastes include sewage sludge, processed medical waste, ash residue, and asbestos.

Note: No special handling waste was reported in Juniata County in 2018 and 2021.



Table 2-6 presents only the landfilled MSW, recycled MSW, C/D, and sewage sludge as a basis to calculate the estimated waste and recyclables generated per person and excludes the other waste categories (i.e., asbestos, processed medical waste, and ash). Reported MSW generation rates for Juniata County are slightly below national averages for rural areas. Juniata County’s average per capita generation rate is 0.48 tons per capita, which includes the total disposed and recycled MSW, C/D, and sewage sludge divided by the population (**Table 2-6**).

Table 2-6 Juniata County MSW Generation per Capital (2017-2021, tons)

	2017	2018	2019	2020	2021	Average	U.S. Average
Disposed MSW (tons) ^[1]	9,626	9,656	9,858	9,386	10,519	9,809	N/A
Recycled MSW ^[2]	1,417	914	902	898	905	1,007	N/A
C/D Waste ^[1]	1,455	2,197	1,606	2,549	2,090	1,980	N/A
Sewage Sludge ^[1]	0	0	0	0	0	0	N/A
Asbestos ^[1]	28	0	2	6	0	7	
Total MSW	12,525	12,768	12,368	12,838	13,514	12,803	N/A
Population ^[3]	26,171	26,336	26,502	26,669	26,837	26,503	N/A
Tons per Capita	0.48	0.48	0.47	0.48	0.50	0.48	0.82 ^[4]

N/A - Not Applicable.

^[1] Source: PADEP Waste Destination Reports, 2017-2021.

^[2] Source: Pennsylvania County Annual Recycling Reports, 2017-2021.

^[3] Source: PADEP Population Projections Report, 2020 - 2040.

^[4] Source: U.S. EPA per capita generation rate, Advancing Sustainable Materials Management, 2018.



2.4 Municipal Waste Stream Composition

Table 2-7 Mifflin and Juniata County Waste Stream Composition

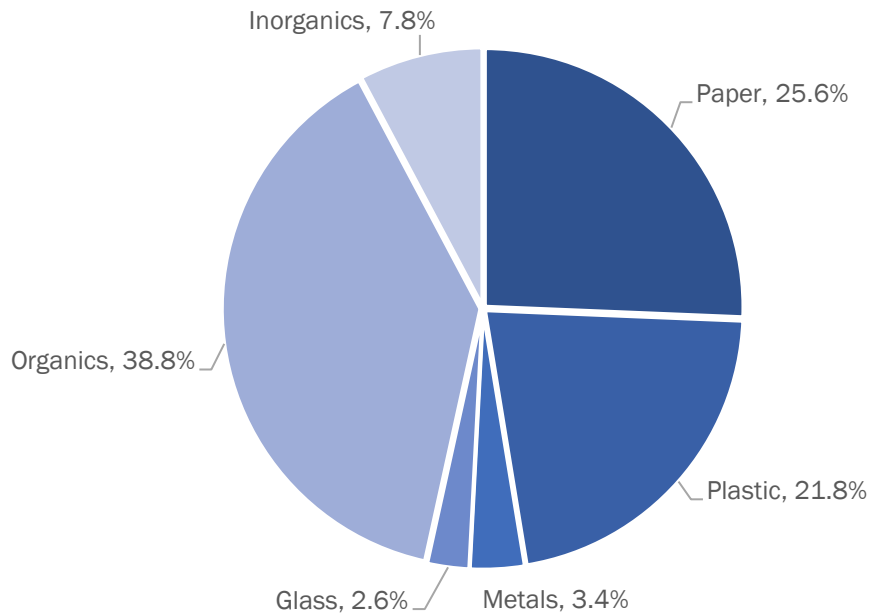
Material Category	Est. Percent [1]	Mifflin County Tons [2]	Juniata County Tons [2]	Material Category	Est. Percent [1]	Mifflin County Tons [2]	Juniata County Tons [2]
Paper	25.6%	5,742	2,516	Metals	3.4%	764	335
Corrugated Cardboard/Kraft Paper	6.2%	1,398	613	Steel Cans	0.8%	177	78
Newspaper	0.5%	111	49	Aluminum Cans	0.6%	144	63
Office/High-Grade Paper	0.4%	95	41	Other Aluminum	0.3%	69	30
Mixed Recyclable Paper	6.9%	1,546	678	Other Ferrous Metals	1.1%	247	108
Aseptic Boxes & Gable Top Cartons	1.7%	370	162	Other Non-Ferrous Metals	0.6%	126	55
Compostable Paper	6.3%	1,416	620	Organics	38.8%	8,682	3,804
Non-recyclable Paper	3.6%	806	353	Food Waste	13.7%	3,066	1,344
Plastic	21.8%	4,872	2,135	Yard Waste	5.0%	1,126	494
#1 PET Bottles & Jars	1.5%	333	146	Wood	6.5%	1,458	639
#1 PET Non-Bottles & Containers	0.2%	40	18	Textiles & Leather Products	3.6%	809	355
#2 HDPE Natural Bottles	0.5%	105	46	Diapers & Sanitary Products	3.5%	778	341
#2 HDPE Colored Bottles	0.5%	102	45	Animal Bi-Products	3.5%	772	338
#3 - #7 Bottles	0.0%	11	5	Other Organics	3.0%	672	294
#2-#7 Non-Bottle Rigid Containers	1.2%	277	122	Inorganics	7.8%	1,739	762
Expanded Polystyrene	1.0%	232	102	Electronics	0.7%	148	65
Plastic Bags & Film	11.2%	2,506	1,098	C&D	3.0%	665	291
Durable/Bulky Rigid Plastics	3.1%	697	305	HHW	0.2%	40	18
Remainder/Composite Plastic	2.5%	569	249	Bulky Materials	1.7%	382	167
Glass	2.6%	586	257	Furniture	1.5%	342	150
Clear Glass Containers	1.2%	270	118	Other Inorganics	0.7%	163	71
Colored Glass Containers	0.9%	200	88				
Non-Recyclable Glass	0.5%	116	51	Grand Total	100.0%	22,386	9,809

[1] Source: PADEP Waste Characterization Study, Southcentral region, Rural results, 2022.

[2] Source: PADEP Waste Destination Reports, 2017-2021. Composition percentage applied to total county landfilled MSW tons.

Figure 2-6 presents Mifflin and Juniata County (combined) residential and commercial disposed MSW (excluding reported recycled MSW) broken down by the primary material categories identified in the PADEP Waste Characterization Study, 2022.

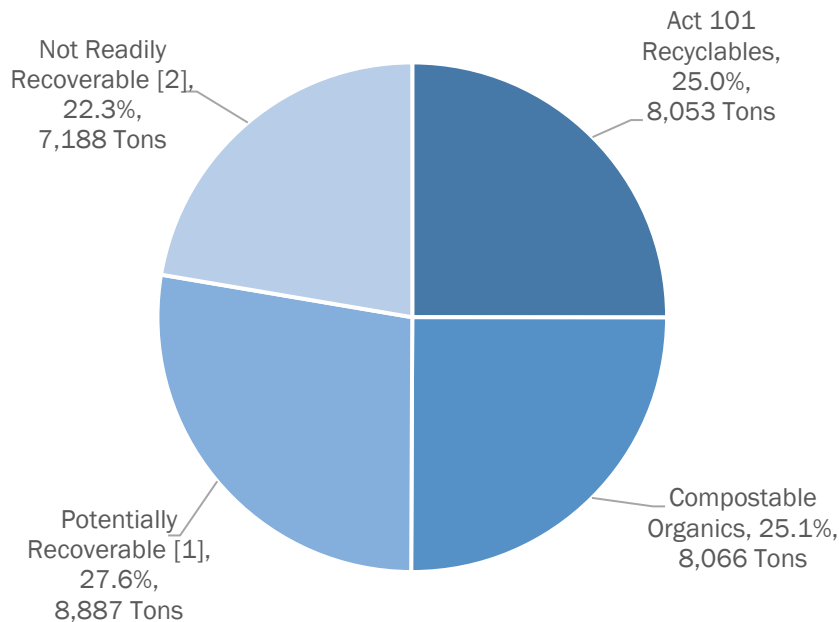
Figure 2-6 Mifflin and Juniata County Disposed MSW Composition (2017-2021)



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

The recoverability of generated waste is shown in **Figure 2-7** below. **Not readily Recoverable** includes materials not known to be recyclable in Pennsylvania or no known local markets exist. The term **Potentially Recoverable Materials** applies to materials that are not universally collected but are recyclable in other regions of the country or state where collection and processing infrastructure exists and where suitable end markets have been developed.

Figure 2-7 Mifflin and Juniata Counties Municipal Solid Waste Recoverability



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

[1] Includes materials that are rarely recycled except when local processing infrastructure is available (Industrial film, other aluminum, other ferrous & nonferrous metals, electronics, batteries, etc.)

[2] Includes materials not known to be recyclable in Pennsylvania or no known local markets exist (Diapers & sanitary products, animal bi-products, medically related waste, bulky materials, PPE, fines, etc.).

2.5 Construction/Demolition Waste (C/D)

C/D includes solid waste from the construction or demolition of buildings and structures. Based on construction and demolition activity, C/D generation and disposed quantities significantly fluctuate year-to-year. Based on reported C/D waste quantities for 2017 through 2021, Mifflin County disposes an average of approximately 4,500 tons, while Juniata County disposes an average of approximately 2,000 tons of C/D per year. The primary disposal facilities for C/D originating from Mifflin and Juniata Counties are the Wayne Township Landfill and Cumberland County Landfill. There are no C/D recycling facilities located in Mifflin or Juniata County.

2.6 Sewage Sludge

Sewage sludge is the solid, semi-solid, or liquid material remaining after processing wastewater in a treatment plant, and it is classified as a special handling waste. Septage is the liquid collected from septic tanks on on-lot wastewater treatment systems. Sewage sludge and septage are subject to municipal waste planning requirements. On-lot septic systems serve rural areas of the County without sewer conveyance infrastructure. Based on discussions with WWTP representatives, the majority of mobile home parks, restaurants, hotels, senior care facilities, and other commercial establishments primarily rely on septage haulers to remove wastewater



and then use the regional WWTPs for septage processing, and there is little or no on-site pretreatment or pre-preprocessing of sewage. There are no known privately operated on-site WWTPs servicing mobile home parks or commercial establishments in Mifflin or Juniata Counties. The regional landfills have sufficient permitted capacity to process all anticipated County-generated dewatered sewage sludge over the 10-year planning period.

Septage Hauling: Many households and mobile home parks throughout the rural areas of Mifflin and Juniata Counties are not connected to public sewer and rely on periodic pumping of on-lot septage holding tanks. **Table 2-8** lists the registered residential septage transporters operating in Mifflin and Juniata Counties and their respective reported gallons of septage pumped annually. Three septage haulers report land application of biosolids for agricultural use.

Table 2-8 Registered Septage Haulers (2021)

Company	Municipality of Registration	Average Annual Gallons	Land Application (Yes/No)
Mifflin County			
Brannon and Royer Septic Pumping Service, LLC	Lewistown	100,000	Yes
Brannon's Porta Pot Rentals LLC	Lewistown	unknown	No
Buck Run Farms	Lewistown	240,000	Yes
Jeffrey Ranck	Lewistown	20,000	No
Renno's Custom Spreading and Vacuum Service	McVeytown	112,500	No
Sherwood Septic Pumping	Lewistown	100,000	No
Union Mill Division of Chemgro, Inc.	Belleville	15,000	No
Wilson's Septic Service	McClure	unknown	No
Juniata County			
Anthony's Septic Service	Lack	34,000	Yes
Brad Kemp Porta Toilet Service	Fayette	10,000	No
James B. Parson	Turbett Township	150,000	No
Jay Fulkroad & Sons, Inc.	Fayette Township	1200	No
Martin Septic Plumbing	Spruce Hill Township	2,000,000	No
Parson Septic Service	Milford	100,00	No
William Kemp Septic Tank Service	McAlisterville	100,000	No

Source: PADEP Active Residential Septage Haulers, September 2021.

Wastewater Treatment: The larger communities in Mifflin and Juniata Counties convey wastewater to about ten wastewater treatment plants (WWTP) serving the two-county region. Treatment includes a combination of dewatering sludges for landfill disposal and treating biosolids for land application on permitted farms. Most biosolids are land applied with small quantities of dewatered sewage sludge ultimately disposed at the Wayne Township Landfill in Clinton County or Mountain



View Reclamation Landfill in Franklin County. Some of the WWTPs do not dewater wastewater sludges on site and transfer liquid wastewater to be processed by other WWTPs. Wastewater generated by Wayne Township, Kistler Borough, and Newton Hamilton Borough in southern Mifflin County is conveyed to the Mount Union Borough WWTP in Huntingdon County. The Kelly Township Municipal Authority WWTP in Union County accepts wastewater from the Twins Boroughs Sanitary Authority and McVeytown Borough WWTP. Data on the quantities of total landfilled and land-applied liquid and dewatered sewage sludge is incomplete but ranges between 1,000 and 2,000 tons annually for Mifflin County WWTPs and between 75 and 125 tons annually for Juniata County WWTPs.

Table 2-9 presents the service areas and processing capacity of the WWTPs serving Mifflin and Juniata Counties. Wayne Township, Kistler Borough, and Newton Hamilton Borough in southern Mifflin County are conveyed to the Mount Union Borough WWTP in Huntingdon County.

The WWTPs serving Mifflin and Juniata County have sufficient capacity to manage the anticipated quantities of wastewater anticipated to be generated annually for the 10-year planning period. Additionally, treatment and disposal capacity can easily be expanded using out-of-county processors and expanding the use of land application. No significant population increases are anticipated to result in increased sewage sludge generation. Sufficient disposal capacity for dewatered sludge is available from the Disposal Facilities identified in this Plan.

Table 2-9 Wastewater Treatment Plants (2022)

Facility (Plant) Name	Service Area ^[1]	Max Permitted (Million Gallons/Day)	Average Flow (Million Gallons Per Day)
Mifflin County			
Brown Township WWTP	Armagh Twp., Brown Twp.	.620 MGD	.429 MGD
Burnham Boro. WWTP	Burnham Boro, Derry Twp.	.640 MGD	.419 MGD
Granville Township WWTPs ^[1]	Juniata Terrace Boro., Granville Twp. Oliver Twp.	.750 MGD	.276 MGD
Lewistown Borough WWTP	Lewistown Boro., Derry Twp., Granville Twp.	2.82 MGD	1.4 MGD
Bratton Twp.	Bratton Twp.	0.09 MGD	0.030 MGD
McVeytown Borough Water & sewer Authority ^[1]	McVeytown Boro, Oliver Twp.	.085 MGD	.042 MGD
Union Township ^[1]	Union Twp.	.162 MGD	.129 MGD
Juniata County			
Port Royal WWTP ^[2]	Port Royal Boro.	.200 MGD	.071 MGD
Thompsontown Municipal Authority ^[3]	Thompsontown Boro., Delaware Twp.	.250 MGD	.133 MGD
Twin Boroughs Sanitary Authority	Mifflin Boro., Mifflin Boro., Fermanagh Twp., Walker Twp., Milford Twp.	1.1 MGD	.500 MGD
McAlisterville WWTP	Fayette Twp.	.130 MGD	.066 MGD

Source: Phone surveys by MSW Consultants, 2023. Throughput quantities are in million gallons per day (MGD).

^[1] Granville and Union Townships and McVeytown Borough land apply. Union Township applied 17.6 tons (wet) to on-site reed beds and transported 36.1 tons (wet) to the Kelly Township Municipal Authority and Granville Township WWTPs in 2022.

^[2] Port Royal transported 7.5 tons (wet) to the Kelly Township Municipal Authority in 2022.

^[3] Thompsontown sends dewatered sludge to the Milton Regional Sewer Authority (MRSA) in Northumberland County and Kelly Township Municipal Authority in Union County.



2.7 Asbestos

Asbestos is a heat-resistant fibrous silicate mineral defined as special handling municipal waste. Annual quantities of disposed asbestos from Mifflin and Juniata Counties vary from year to year. As shown in **Table 2-3**, Mifflin County disposed an average of 38 tons of asbestos annually between 2017 and 2021. Juniata County disposed an average of seven tons of asbestos per year between 2017 and 2021 (see **Table 2-5**). The Cumberland County Landfill and Wayne Township Landfill are the primary disposal facilities for asbestos originating from Mifflin and Juniata Counties.

2.8 Processed Medical Waste

Processed medical waste is a special handling waste and includes regulated medical and chemotherapeutic wastes. Hospitals are the primary generators of medical waste. This waste commonly includes bandages, dressings, supplies, and medical equipment that may be contaminated with blood, fluids, chemicals, and other agents that may be harmful.

The primary medical waste generators are the Geisinger-Lewistown Hospital in Mifflin County and Geisinger Medical Clinics in Mifflin and Juniata Counties. Facilities such as nursing homes, funeral homes, pharmacies, medical clinics, and dental and veterinary offices generate small quantities of medical waste. The approximate numbers of generators of processed medical waste are as follows:

Facility	Mifflin County	Juniata County
Hospitals	1	0
Medical Clinics	3	2
Pharmacies	11	5
Dentists	11	3
Veterinarians	2	2
Nursing Homes	4	2
Funeral Homes	10	2

PADEP licenses and maintains records of active medical waste transporters operating in Pennsylvania. As regulated by state and federal laws, medical facilities individually arrange for the handling, transportation, treatment, and disposal (including incineration) of medical waste. Therefore, only incidental quantities of medical waste are landfilled and reported. As shown in **Table 2-3**, Mifflin and Juniata generated no (zero) amounts of processed medical waste between 2017 and 2021.

2.9 Ash Residue

Ash residue, including ash from the incineration of regulated medical wastes and asbestos, is a special handling waste. No (zero) ash residue originating from Mifflin or Juniata County was disposed between 2017 and 2021 (**Table 2-3** and **Table 2-5**).

2.10 Residual Waste

Mifflin and Juniata County are not regulated to manage residual wastes under this Plan. Residual waste (solid, liquid, or gas) is generated as a by-product of an industrial process. It can include contaminated soil, ceramics, gypsum board, linoleum, leather, rubber, textiles, glass, industrial equipment, electronics, pumps, piping, storage tanks, filters, fertilizers, pesticides, pharmaceutical waste, detergents, photographic film, and similar materials. Mifflin County disposed an average of 5,000 tons of residual waste per year between 2017 and 2021 (**Table 2-3**). During the same period, Juniata County disposed an average of about 8,000 tons of residual waste annually (**Table 2-5**). The Wayne Township Landfill and Cumberland County Landfill are the primary disposal facilities for residual waste. Lycoming County Resource Management Services and Modern Landfill process incidental quantities.





CHAPTER 3 – DESCRIPTION OF FACILITIES

This Chapter identifies the facilities currently responsible for processing, disposing, and transferring municipal solid waste (MSW) generated in Mifflin and Juniata Counties. No MSW landfills or incinerators are located within Mifflin or Juniata Counties. The distribution of county-generated municipal solid waste to processors is market driven and waste may be transported to and disposed at any permitted disposal facility.

Most MSW generated by Mifflin and Juniata Counties is initially delivered to the MCSWA Transfer Station & Recycling Center near Lewistown Borough to be consolidated before hauling bulk loads. During the previous 10-year planning period and through the year 2023, the majority of Mifflin and Juniata County municipal solid waste was disposed at the Wayne Township Landfill in Clinton County. Incidental quantities of MSW are processed at other disposal facilities. Residual wastes are disposed at several out-of-county disposal facilities, **Table 3-1**.

Source-separated recyclable materials and special handling items, including tires and electronics, are primarily managed through the MCSWA Transfer Station & Recycling Center. Most recyclable materials are bulked and transferred to processing facilities and markets located outside of Juniata and Mifflin Counties.

Table 3-1 Disposal Facilities (as of 2023)

Wayne Township Landfill (Primary)	Greentree Landfill, LLC.
15 Landfill Ln McElhattan, PA 17748, Clinton County Owner: Clinton County Solid Waste Authority	635 Toby Road Kersey, PA 15846, Elk County Owner: GFL Environmental
Sandy Run Landfill	Mostoller Landfill, Inc.
995 Landfill Road Hopewell, PA 16650, Bedford County Owner: Noble Environmental	7095 Glades Pike Road Somerset, PA 15501, Somerset County Owner: WM
Susquehanna Resource Management Complex ^[1]	Blue Ridge Landfill
1670 South 19th Street Harrisburg, PA 17104, Dauphin County Owner: Lancaster County Solid Waste Management Authority	1660 Orchard Road/ 3747 White Church Road Chambersburg, PA 17202, Franklin County Owner: Waste Connections, Inc.
Lancaster Waste-to-Energy Facility ^[1]	Lycoming County Landfill
1299 Harrisburg Pike Lancaster, PA 17603, Lancaster County Owner: Lancaster County Solid Waste Management Authority	447 Alexander Drive Route 15 Montgomery, PA 17752, Lycoming County Owner: Lycoming County Resource Management Services
Laurel Highlands Landfill	Mountain View Reclamation Landfill
260 Laurel Ridge Road Johnstown, PA 15909, Cambria County Owner: WM	9446 Letzburg Road Greencastle, PA 17225, Franklin County Owner: WM
Southern Alleghenies Landfill	
843 Miller Picking Road Davidsville, PA 15928, Somerset County Owner: Noble Environmental	

^[1] The Susquehanna Resource Management Complex and the Lancaster Waste-to-Energy Facility are Waste-To-Energy facilities. The other facilities are landfills.



CHAPTER 4 – ESTIMATED FUTURE DISPOSAL CAPACITY

4.1 Introduction

The Mifflin County Solid Waste Authority (MCSWA) periodically administers an open, fair, and competitive procurement process to enter 10-year **Disposal Capacity Agreements** with regional landfills. This solicitation process is used to confirm that adequate disposal capacity is available for all of the municipal solid waste generated by Mifflin and Juniata Counties. This Plan's 10-year planning period (2025 – 2034) coincides with the contractual term length of the 10-year Disposal Capacity Agreements.

This Chapter presents the estimated quantity of County municipal waste requiring disposal for the planning period while accounting for the quantity of source-separated recyclables diverted from disposal. The six disposal facilities identified in this Plan have a combined total remaining landfill disposal capacity of over 324,535 tons annually and over 3,245,350 tons over the 10-year planning (and contractual) period). The available disposal capacity far exceeds the projected 340,597 tons of MSW estimated to be generated by Mifflin and Juniata County over the 10-year planning period.

There are no significant changes in the recent historical population, and no significant changes to the population or waste generation activities are anticipated for the 10-year planning period that would significantly alter or increase waste generation by Mifflin or Juniata Counties. With no new recyclers or large material processors anticipated and no major new recycling programs under development, it is assumed that Mifflin and Juniata Counties' annual recycling rates will remain similar to recent history for both counties over the 10-year planning period (2025 – 2034).

4.2 Mifflin County Municipal Solid Waste Projections

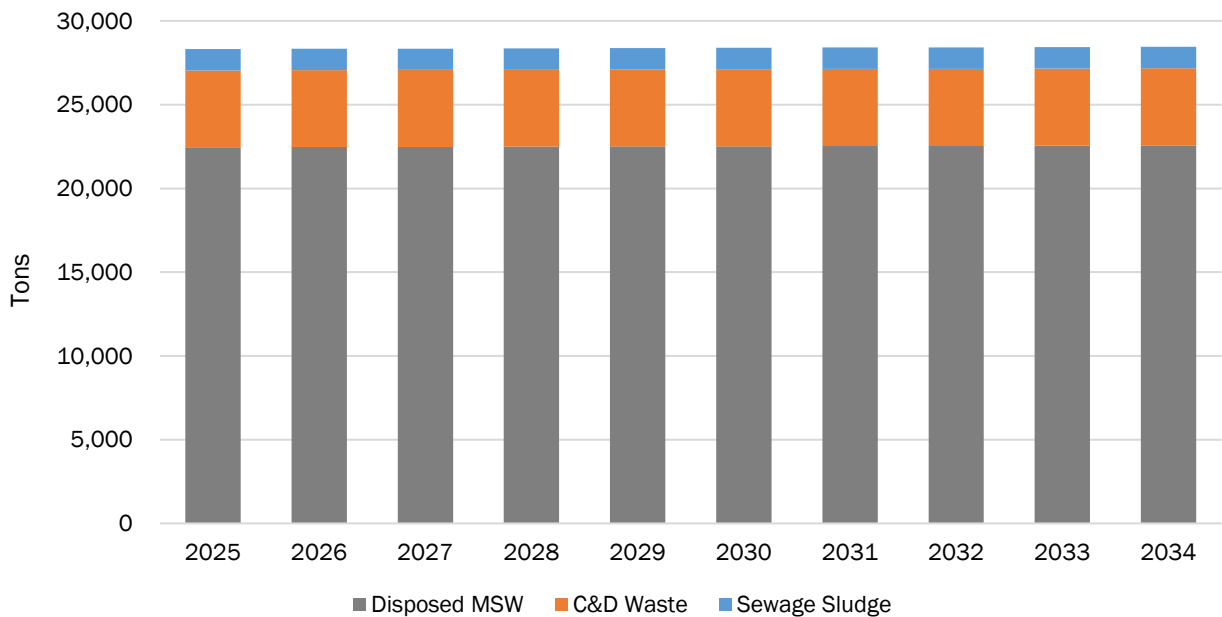
The municipal waste projections for Mifflin and Juniata Counties are based on quantities (tons) from PADEP Waste Destination Reports, County and Act 101 Annual Recycling Reports and 2000 – 2040 population projections from the PADEP Population Projections Report. These projections are derived from the 5-year annual averages of municipal waste disposed and recyclables processed from 2017 – 2021. Municipal waste projections are from 2025 – 2034 and correspond to the 10-year period of this Plan and the contract term length of the 10-year Disposal Capacity Agreements executed with the disposal facilities listed in this Plan.

Figure 4-1 presents the projected quantity of total municipal waste requiring disposal for Mifflin County. The total municipal waste requiring disposal includes disposed MSW, C&D waste, sewage sludge, and asbestos but does not include residual waste. Using a 5-year average (2017-2021) as the base year for projecting total municipal waste requiring disposal, Mifflin County will require an estimated 340,593 disposed tons over the 10-year planning period (2025-2034).



Table 4-1 shows MSW projections which include population, per capita MSW generation rates, and the quantities of total municipal waste requiring disposal for the 10-year planning period. Recycled MSW quantities are subtracted from projected MSW generation to calculate the MSW requiring disposal from 2025-2034. Since a flat projection is used for the population, the resulting MSW estimates remain constant annually over the 10-year planning period. Projections for construction/demolition, sewage sludge, and asbestos quantities are calculated using the five-year annual average of tons disposed (2017-2021) multiplied by the flat annual population projection. **Table 4-1** also includes the total county waste requiring disposal, adding residual waste to the total municipal waste requiring disposal.

Figure 4-1 Mifflin County Projected Municipal Waste Requiring Disposal (2025-2034)



Source: MSW Consultants’ projections based on reported 2017-2021 PADEP disposal data and PADEP population projection data. MSW Consultants’ used 2030 PADEP population projection and then annualized the rate of growth from the 2020 population to the 2030 population.

Note: Material Categories under 50 tons are not shown (Asbestos, 38 tons).

REGIONAL MUNICIPAL WASTE MANAGEMENT PLAN



Table 4-1 Mifflin County Projected Municipal Waste Requiring Disposal (2025-2034)

Year	County Population [1]	Municipal Waste (tons)											Total County Waste Requiring Disposal	
		Municipal Solid Waste					Special Handling Waste			Subtotal Special Handling Waste	Total Municipal Waste Generated	Municipal Waste Requiring Disposal I ^[7]		Residual Waste ^[6]
		MSW Generation per Capita ^[2]	Landfilled & Recycled MSW ^[3]	Recycled MSW ^[4]	Disposed MSW ^[5]	C/D ^[6]	Sewage Sludge ^[6]	Asbestos ^[6]						
2024	47,048	0.94	38,531	16,086	22,445	4,581	1,277	38	1,315	44,427	28,341	5,619	33,960	
2025	47,073	0.94	38,552	16,095	22,457	4,583	1,278	38	1,315	44,451	28,356	5,622	33,978	
2026	47,098	0.94	38,572	16,103	22,469	4,586	1,278	38	1,316	44,474	28,371	5,625	33,996	
2027	47,123	0.94	38,593	16,112	22,481	4,588	1,279	38	1,317	44,498	28,386	5,628	34,014	
2028	47,149	0.94	38,614	16,121	22,493	4,590	1,280	38	1,318	44,522	28,401	5,631	34,032	
2029	47,174	0.94	38,634	16,129	22,505	4,593	1,280	38	1,318	44,545	28,417	5,634	34,051	
2030	47,199	0.94	38,655	16,138	22,517	4,595	1,281	38	1,319	44,569	28,432	5,637	34,069	
2031	47,224	0.94	38,675	16,146	22,529	4,598	1,282	38	1,320	44,593	28,447	5,640	34,087	
2032	47,249	0.94	38,696	16,155	22,541	4,600	1,283	38	1,320	44,617	28,462	5,643	34,105	
2033	47,274	0.94	38,717	16,164	22,553	4,603	1,283	38	1,321	44,640	28,477	5,646	34,123	
2034	47,300	0.94	38,737	16,172	22,565	4,605	1,284	38	1,322	44,664	28,492	5,649	34,141	

[1] Source: PADEP Population Projections Report, 2020 – 2040.

[2] Average MSW generation per capita from 2017-2021.

[3] Sum of Landfilled MSW and Recycled MSW.

[4] Average recycling rate from 2017-2021 applied to projected total MSW.

[5] Projected MSW generation minus projected recycled MSW.

[6] Source: PADEP Waste Destination Reports. Annual average reported waste disposal, 2017-2021.

[7] The projected municipal waste generated minus the projected recycled material.

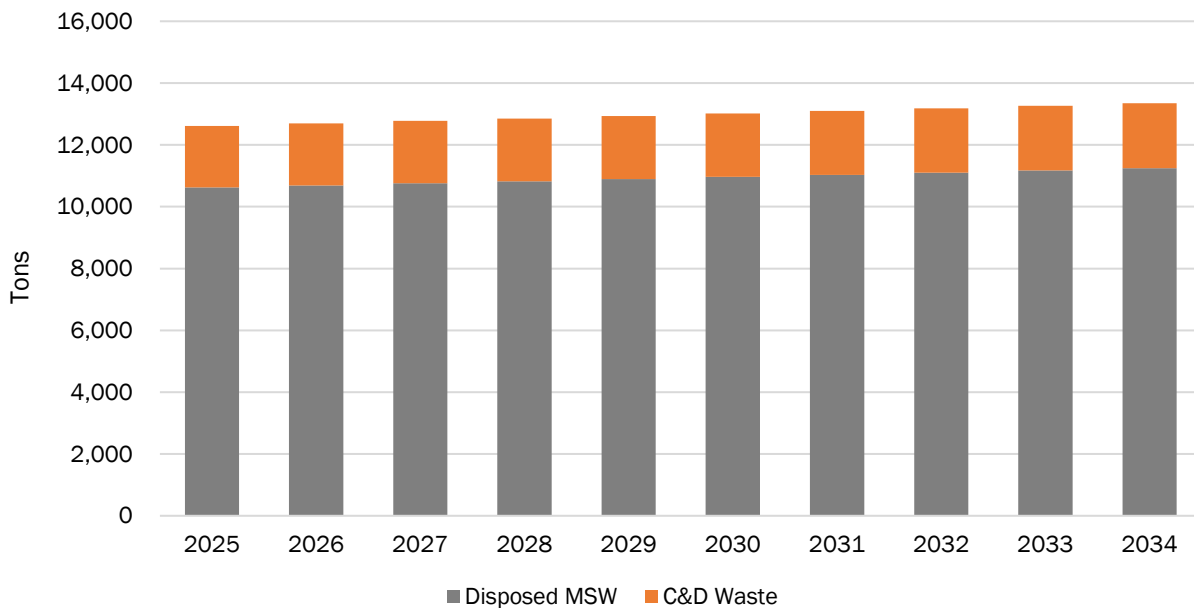


4.3 Juniata County Municipal Solid Waste Projections

Figure 4-2 presents the projected quantity of total municipal waste requiring disposal for Juniata County. The total municipal waste requiring disposal includes disposed MSW, C&D waste, sewage sludge, and asbestos but does not include residual waste. Using a 5-year average (2017-2021) as the base year for projecting total municipal waste requiring disposal, Juniata County will require an estimated 217,303 disposed tons over the 10-year planning period (2025-2034).

Table 4-2 shows MSW projections which include population, per capita MSW generation rates, and the quantities of total municipal waste requiring disposal for the 10-year planning period. Recycled MSW quantities are subtracted from projected MSW generation to calculate the MSW requiring disposal from 2025-2034. Since a flat projection is used for the population, the resulting MSW estimates remain constant annually over the 10-year planning period. Projections for construction/demolition, sewage sludge, and asbestos quantities are calculated using the five-year annual average of tons disposed (2017-2021) multiplied by the flat annual population projection. **Table 4-1** also includes the total county waste requiring disposal, adding residual waste to the total municipal waste requiring disposal.

Figure 4-2 Juniata County Projected Municipal Waste Requiring Disposal (2025-2034)



Source: MSW Consultants' projections based on reported 2017-2021 PADEP disposal data and PADEP population projection data. MSW Consultants' used 2030 PADEP population projection and then annualized the rate of growth from the 2020 population to the 2030 population.
 Note: Material Categories with less than 50 tons are not shown (Sewage sludge, 0 tons, and Asbestos, 7 tons).

REGIONAL MUNICIPAL WASTE MANAGEMENT PLAN



Table 4-2 Juniata County Projected Municipal Waste Requiring Disposal (2025–2034)

Year	County Population [1]	MSW Generation per Capita [2]	Municipal Solid Waste				Municipal Waste (tons)			Subtotal Special Handling Waste	Total Municipal Waste Generated	Municipal Waste Requiring Disposal [7]	Residual Waste [6]	Total County Waste Requiring Disposal
			Landfilled & Recycled MSW [3]	Recycled MSW [4]	Disposed MSW [5]	C/D [6]	Sewage Sludge [6]	Asbestos [6]	Special Handling Waste					
2024	27,348	0.48	11,641	1,084	10,557	1,980	0	7	7	13,628	12,544	8,445	20,989	
2025	27,520	0.48	11,715	1,091	10,624	1,992	0	7	7	13,714	12,623	8,498	21,121	
2026	27,693	0.48	11,789	1,098	10,691	2,005	0	7	7	13,800	12,702	8,552	21,254	
2027	27,868	0.48	11,863	1,105	10,758	2,017	0	7	7	13,887	12,782	8,606	21,388	
2028	28,043	0.48	11,938	1,112	10,826	2,030	0	7	7	13,975	12,863	8,660	21,523	
2029	28,220	0.48	12,013	1,119	10,894	2,043	0	7	7	13,063	12,944	8,715	21,659	
2030	28,398	0.48	12,089	1,126	10,963	2,056	0	7	7	14,151	13,026	8,770	21,795	
2031	28,577	0.48	12,165	1,133	11,032	2,069	0	7	7	14,240	13,108	8,825	21,932	
2032	28,757	0.48	12,241	1,140	11,101	2,082	0	7	7	14,330	13,190	8,880	22,071	
2033	28,938	0.48	12,319	1,147	11,171	2,095	0	7	7	14,421	13,273	8,936	22,210	
2034	29,121	0.48	12,396	1,154	11,242	2,108	0	7	7	14,511	13,357	8,993	22,350	

[1] Source: PADEP Population Projections Report, 2020 – 2040.
 [2] Average MSW generation per capita, 2017-2021.
 [3] Sum of Landfilled MSW and Recycled MSW.
 [4] Average recycling rate applied to projected total MSW, 2017-2021.
 [5] Projected MSW generation minus projected recycled MSW.
 [6] Average reported waste disposal from 2017-2021.
 [7] The projected municipal waste generated minus the projected recycled material.

4.4 Disposal Capacity Observations

Observations about the projected disposal capacity for Mifflin and Juniata Counties include:

- **Disposal Capacity Assurance:** The MCSWA Transfer Station & Recycling Center has the capacity to receive, consolidate and transfer all MSW and provides extensive recycling services that reduce the total tons of material requiring disposal. The six regional landfills under contract with MCSWA have sufficient permitted disposal capacity for 100 percent of Mifflin and Juniata County-generated municipal waste annually and the 10-year planning period. The MCSWA reserves the right to add disposal facilities and to pursue additional arrangements for solid waste disposal and recycling services.
- **Variation of Actual Availability Disposal Capacity:** Unforeseen conditions, including solid waste market fluctuations, national and regional economic trends and incidents, natural and human-driven disasters, and State legislation may impact actual waste generation rates, but significant increases are not anticipated. Even considering unforeseen variations in disposal capacity, more than adequate capacity is expected to be available for Mifflin and Juniata County-generated municipal waste over the 10-year planning period.
- **County Generation Trends:** Mifflin County municipal waste and residual waste generation is comparable to national averages for rural areas. Juniata County municipal solid waste generation is below national averages. Juniata County's residual waste generation is above expected levels and may be attributed to commercial activities, including Juniata County's cabinet manufacturing industry. The annual MSW generation is anticipated to remain similar over the 10-year planning period. Minor fluctuations in MSW generation are not expected to negatively impact the MCSWA Transfer Station & Recycling Center operations or the ability to transfer and dispose all of Mifflin and Juniata Counties' municipal waste at permitted disposal facilities over the 10-year planning period.

CHAPTER 5 – RECYCLING

5.1 Recycling Requirements

Act 101 of 1988 (Act 101) and Chapter 272 of the PA Code require Pennsylvania counties to develop and implement proper waste management policies and practices and to report quantities of recycled materials to PADEP annually. Counties are required to develop and update Municipal Waste Management Plans, which discuss the existing waste management system and recycling efforts and alternatives under consideration to promote waste diversion to meet the State-established 35 percent recycling rate.

Act 101 requirements are not limited to Plan development. They also include provisions affecting the county and local jurisdiction (townships and boroughs) residential and commercial recycling responsibilities, as well as requirements to protect the interests of private-sector scrap and recyclables processors. Act 101 directs boroughs, townships, and cities to implement waste reduction and diversion programs on a mandatory or voluntary basis.

This Plan meets the requirements of 25 Pa Code 272.226(a)(11)/Act 101 502(e)(1)(xi) relating to the consideration for the collection, marketing, and disposition of recyclable materials accorded to persons engaged in the business of recycling whether or not the persons are operating for profit. This Plan does not interfere and acknowledges the existence of operations in concert with recycling operations and haulers.

Municipalities with populations of 10,000 or more, and those with 5,000 or more and a population density of greater than 300 people per square mile, are mandated to implement curbside recycling programs, including the regular collection of at least three (3) recyclable materials, plus leaf waste at least once in the spring and once in the fall. Lewistown Borough is the only mandated community in Mifflin County required to provide curbside recycling and meets its recycling requirements through ordinances compliant with Act 101. Derry Township and Granville Township have populations over 5,000, but neither has a 300 persons per square mile density. There are no municipalities mandated to implement curbside recycling in Juniata County.

5.2 Recycling System Overview

As part of the Plan development and to document the current recycling system, Juniata County and Mifflin County municipality representatives were surveyed to confirm the current (year 2022) solid waste and recycling services and programs available to residents, commercial establishments, and institutions such as schools. The survey results are the primary source of information in this Chapter.

The Mifflin and Juniata regional recycling system combines public and private entities serving a variety of materials collection, processing, and marketing services. The MCSWA is the centerpiece of publicly provided recycling services.

Large private scrap dealers, including Pheasant Valley Recycling, are instrumental in diverting materials from disposal. The MCSWA Transfer Station & Recycling Center provides waste transfer and recyclables collection, processing, and marketing services for inbound wastes and recyclables. The MCSWA Transfer Station & Recycling Center transfers municipal solid waste to the Wayne Township Landfill in Clinton County and other disposal facilities. Mifflin County and Juniata County recyclables are marketed to various out-of-county recyclers.

The regional recycling system faces challenges associated with the rural setting. Low residential household and commercial density increase collection and transportation costs across the widely distributed residential and commercial properties. Curbside recycling is rare and often cost-prohibitive. Commercial recycling primarily occurs at business or industry locations that generate large quantities of specific recyclable materials such as cardboard, wood scraps, or rubber discards.

Recycling Education provided by the MCSWA benefits both counties, but each county is responsible for developing recycling information for the programs and services they provide. As the central provider of public recycling services to Mifflin and Juniata Counties, the MCSWA hosts a recycling webpage (<https://mifflincountyswa.com/recycling/>). This webpage is updated regularly to describe the most current recycling services. In addition, signage is used at the MCSWA Transfer Station & Recycling Center to explain the recycling services. Although the MCSWA is the primary recycling educator, Juniata County, with assistance from its Conservation District, periodically distributes public notices to County residents when collection events are scheduled for special items.

5.3 Recycling Rate

Measuring recycling performance, including calculating county recycling rates, is required by PADEP. Per PADEP guidance, counties calculate recycling rates using the U.S. EPA's formula (shown below), which calculates the proportion of municipal solid waste (MSW) that gets recycled with respect to the total amount of municipal solid waste generated. Municipal solid waste includes **standard materials** such as common household waste and other consumer items such as automobile batteries, anti-freeze, Household Hazardous Waste (HHW), fluorescent tubes, consumer electronics, circuit boards, oil filters, and mattresses. Notably, "nonstandard" materials that may get recycled, such as asphalt, furniture, and other industrial items, are not considered recycled MSW. Also, the calculation of total MSW does not include other wastes such as C&D debris, special handling, and residual waste.

$$\text{Recycling Rate (\%)} = \frac{\text{Recycled MSW}}{\text{Total MSW}} \times 100$$

Based on five-year historical averages (2017–2022), the Mifflin-Juniata County regional system generates an average of 49,246 tons of total municipal waste per year (excluding C/D, special handling, or residual waste). Of that total, an average



of 32,195 tons are disposed, and 17,051 tons are recycled annually. Based on a disposal tip fee of \$50 per ton, recycling 17,051 tons of material equals an annual avoided disposal cost of roughly \$850,000. **Table 5-1** shows the breakdown of this information for Mifflin and Juniata Counties, with the combined information in **Table 5-2**. Using the 5-year averages of reported recycling:

- **Mifflin County’s recycling rate is 41.7 percent**
- **Juniata County’s recycling rate is 9.3 percent**

The combined 2-County regional recycling rate is 34.6 percent. According to U.S. EPA, the national recycling rate is 32.1 percent.

Table 5-1 Mifflin and Juniata County MSW Generation and Recycling Rate (2017-2021)

Municipality	Years					5-Year Annual Average
	2017	2018	2019	2020	2021	
Mifflin County						
Landfilled MSW (Tons) ^[1]	20,995	22,220	22,268	22,523	23,922	22,386
Recycled MSW (Tons) ^[2]	14,675	13,772	23,791	13,284	14,696	16,044
MSW Recycling Rate	41.1%	38.3%	51.7%	37.1%	38.1%	41.7%
Juniata County						
Landfilled MSW (Tons) ^[1]	9,626	9,656	9,858	9,386	10,519	9,809
Recycled MSW (Tons) ^[2]	1,417	914	902	898	905	1,007
MSW Recycling Rate	12.8%	8.7%	8.4%	8.7%	7.9%	9.3%

^[1] Source: PADEP Waste Destination Reports, 2017 – 2021.
^[2] Source: Pennsylvania County Annual Recycling Reports, 2017 – 2021.

Table 5-2 Combined County MSW Generation and Recycling Rate (2017-2021)

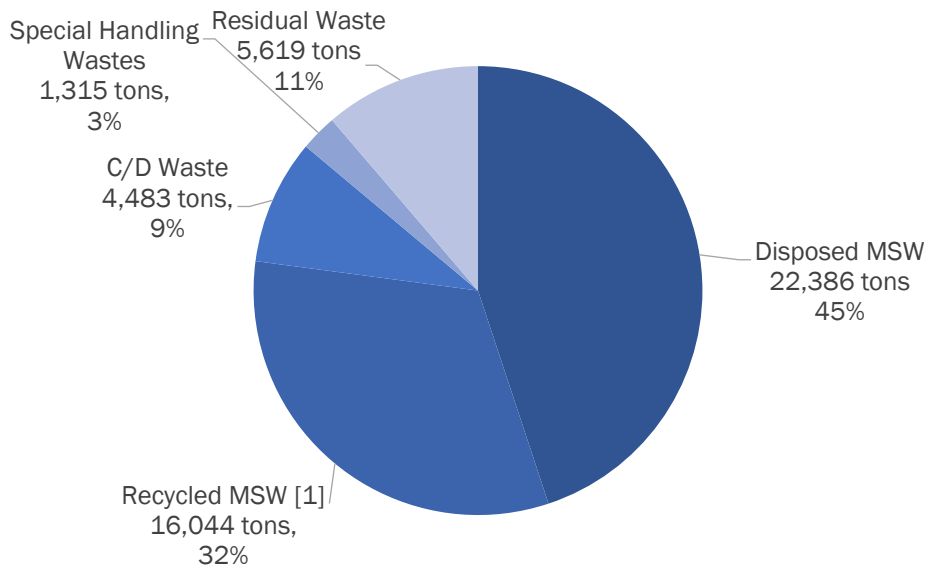
	2017	2018	2019	2020	2021	Average
Landfilled MSW (tons) ^[1]	30,621	31,877	32,126	31,909	34,441	32,195
Recycled MSW ^[2]	16,092	14,686	24,693	14,182	15,601	17,051
Total MSW	46,713	46,563	56,820	46,091	50,042	49,246
MSW Recycling Rate	34.4%	31.5%	43.5%	30.8%	31.2%	34.6%

^[1] Source: PADEP Waste Destination Reports, 2017 – 2021.
^[2] Source: Pennsylvania County Annual Recycling Reports, 2017 – 2021

Figure 5-1 presents the distribution of Mifflin County’s waste stream, including disposed MSW, residual waste, special handling wastes, and recycled MSW. Recycled MSW includes reported recyclables, including organics diverted from disposal from residential, commercial, and institutional establishments. When residual waste (11 percent) is included in the total waste stream, recycled MSW represents 32 percent of the total. The recycled MSW (32 percent) does not represent Mifflin

County's recycling rate (41.7 percent) calculated using EPA's methodology and standard materials, excluding residual wastes.

Figure 5-1 Mifflin County Historical Waste Disposal and Recycling (5-Year Average)

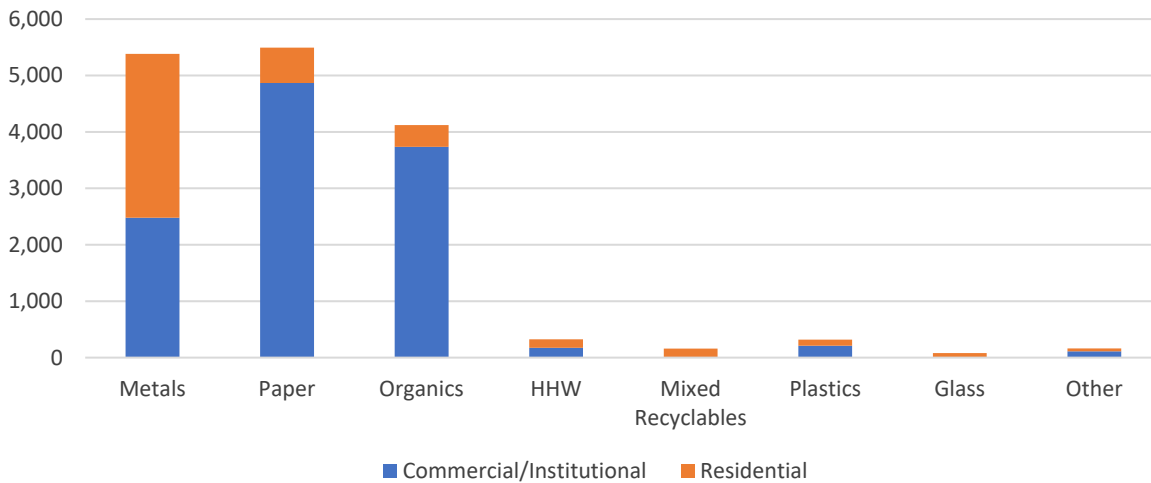


Source: PADEP Waste Destination Reports, 2017-2021. Pennsylvania County Annual Recycling Reports, 2017 – 2021.

[1] Special handling wastes are aggregated, including sewage sludge, processed medical waste, asbestos, and ash residue.

Figure 5-2 shows the estimated annual distribution of recovered quantities by material type and generating sector (i.e., commercial/institutional or residential). Approximately 28 percent of source-separated recyclables originate from the residential sector, and the remaining 72 percent originates from commercial/institutional sources. The majority of waste diverted to recycling by the residential sector is paper and organic materials, including wood, yard, and leaf waste. Commercial/institutional sector recycling includes significant amounts of cardboard, mixed paper, ferrous metals, and organic materials.

Figure 5-2 Mifflin County Recycling Tons Distribution by Generator and Material (5-year Annual Average)

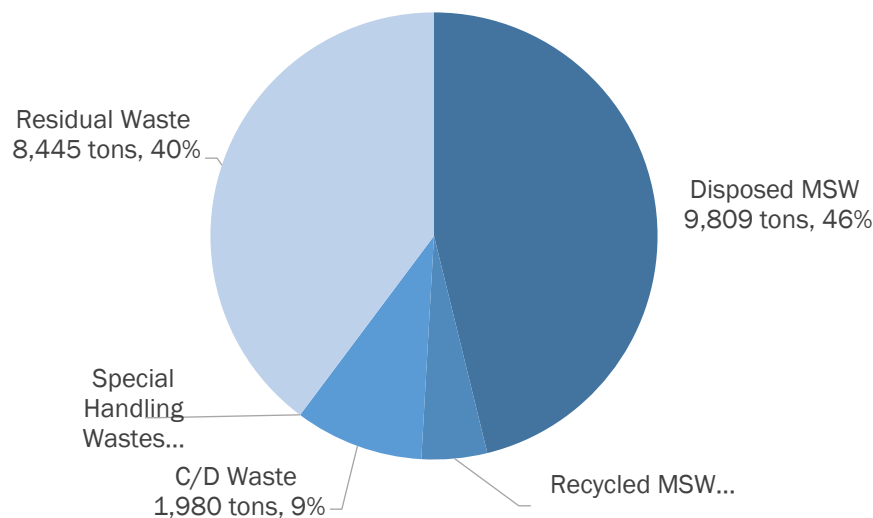


Source: Pennsylvania County Annual Recycling Reports, 2017-2021.

Note: Mixed recyclables include tons recovered as single-stream or commingled containers separated from paper.

Figure 5-3 presents the distribution of Juniata County’s waste stream, including disposed MSW, residual waste, special handling wastes, and recycled MSW. Recycled MSW includes reported recyclables and organics diverted from disposal from residential, commercial, and institutional establishments. When residual waste (40 percent) is included in the total waste stream, recycled MSW represents 5 percent of the total. The recycled MSW in this figure does not represent Juniata County’s recycling rate of 9.3 percent, calculated using EPA’s methodology and standard materials, excluding residual wastes.

Figure 5-3 Juniata County Historical Waste Disposal and Recycling (5-Year Average)



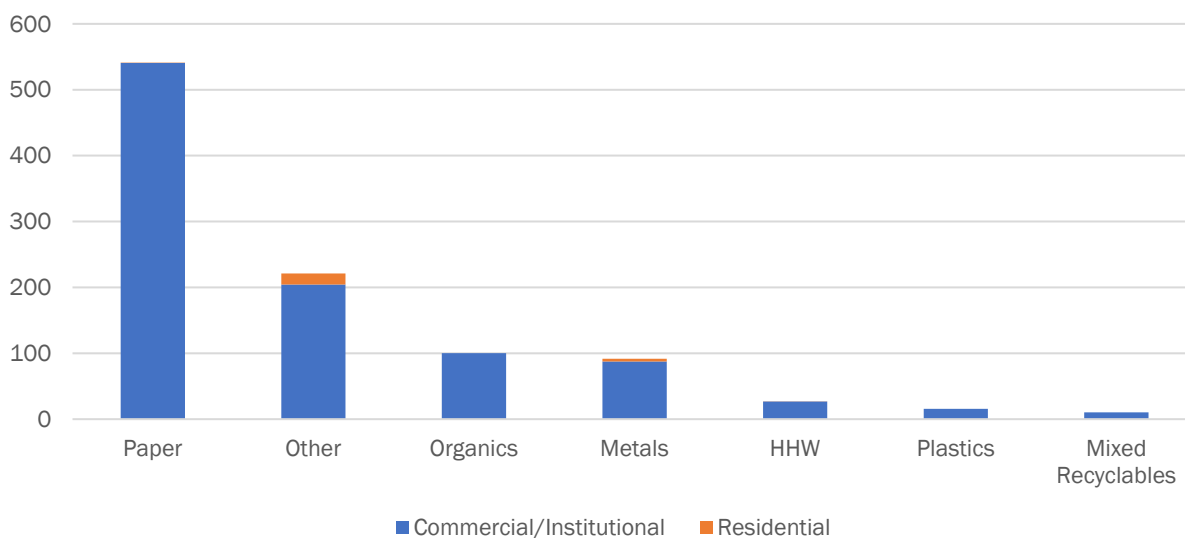
Source: PADEP Waste Destination Reports, 2017-2021, and Pennsylvania County Annual Recycling Reports, 2017 – 2021.

[1] Special handling wastes are aggregated, including sewage sludge, processed medical waste, asbestos, and ash residue.



Figure 5-4 shows the estimated distribution of recovered quantities by material type and generating sector (i.e., commercial/institutional or residential). Approximately two percent of source-separated recyclables originate from the residential sector, and the remaining 98 percent originates from commercial/institutional sources. The majority of waste diverted to recycling by the residential sector is textiles/rubber. Material diverted to recycling by the commercial/institutional sector includes significant amounts of cardboard, mixed paper, ferrous metals, textiles/rubber, and organic materials.

Figure 5-4 Juniata County Recycling Distribution by Generator and Material (5-Year Annual Average)



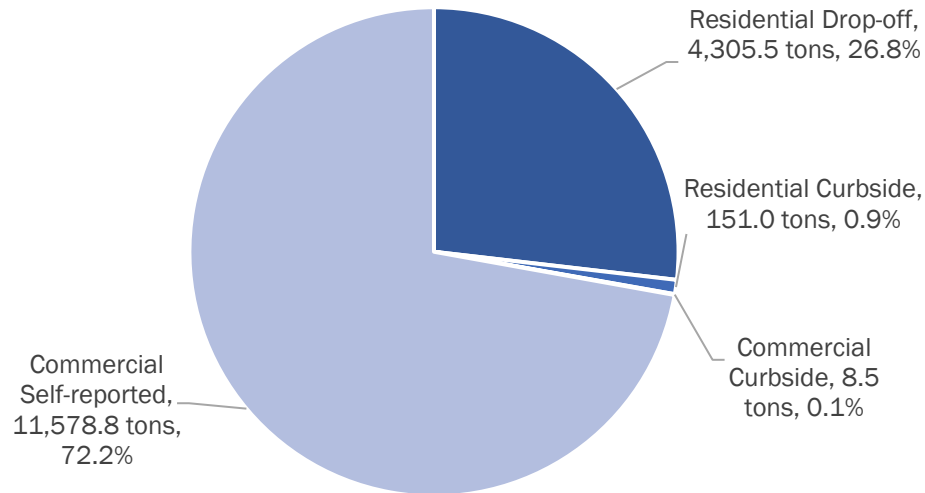
Source: Pennsylvania County Annual Recycling Reports, 2017 – 2021.

Note: Mixed recyclables include tons recovered as single-stream or commingled containers (dual-stream).

Note: Other includes asphalt, furniture, and miscellaneous consumer items.

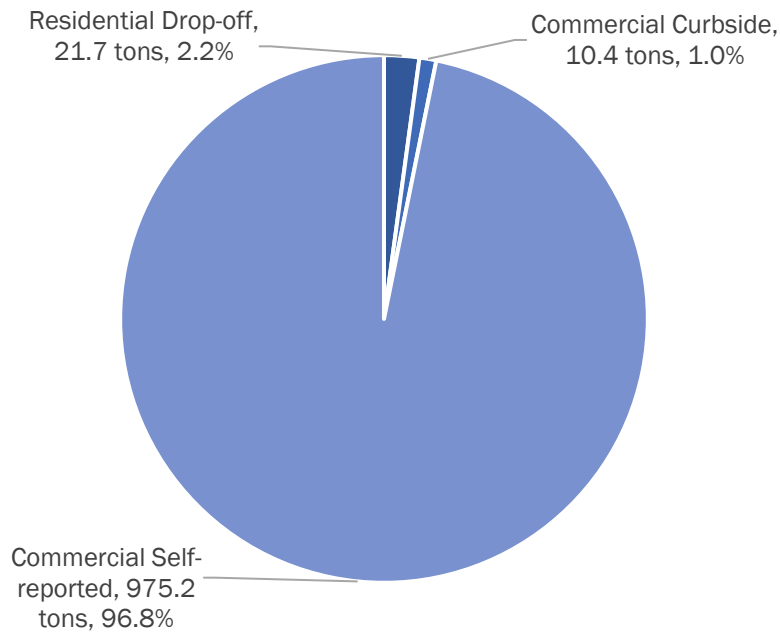
Figure 5-5 shows the distribution of Mifflin County's reported recovered recyclables, including the originating sector and program type used to recover the recyclables. The commercial sector accounts for over 72 percent of reported Mifflin County recyclables, and the County's drop-off programs capture 27 percent of all reported recyclables. **Figure 5-6** shows the same information for Juniata County. The commercial sector recovers 98 percent of Juniata County's reported recyclables, and drop-off programs capture two percent of all reported recyclables. It is worth noting that Juniata County has no curbside collection program and therefore collected zero curbside recyclables from 2017-2021.

Figure 5-5 Recycling Distribution by Mifflin County Collection Program (5-Year Annual Average)



Source: Pennsylvania County Annual Recycling Reports, 2017 – 2021.

Figure 5-6 Recycling Distribution by Juniata County Collection Program (5-Year Annual Average)



Source Pennsylvania County Annual Recycling Reports, 2017 – 2021.

5.4 MCSWA Transfer Station & Recycling Center Services

The MCSWA Transfer Station and Recycling Center (**Figure 5-7**) is a primary consolidation facility for recyclables, organics, and materials requiring special handling generated by Mifflin and Juniata Counties. The MCSWA waste diversion programs and recycling services are summarized in **Table 5-3**. MCSWA does not have a maximum capacity for recyclables. While MCSWA manages a majority of Mifflin and Juniata recyclables, it does not have or exceed any processing or storage capacity limit for recyclables because as loads of separated recyclable materials are completed, the loads are hauled off-site to various markets on a continuous basis.

The MCSWA Transfer Station & Recycling Facility has a total annual operating budget of about \$3.5M. The budget and estimated annual recycling program costs are about \$170,000 based on the MCSWA revenue and expense reports averaged over 3 years. Based on 2020 – 2022 MCSWA sales revenue data, the estimated value of marketed recyclable commodities is approximately \$88,000 annually. Based on a disposal tip fee of \$50 per ton, recycling 17,051 tons of material equals an annual avoided disposal cost of roughly \$850,000. MCSWA does not charge administrative fees, and none of the revenue is from administrative fees.

Figure 5-7 MCSWA Transfer Station & Recycling Center





Table 5-3 MCSWA Transfer Station & Recycling Center Service Summary (2022)

MCSWA Services	Service Description
Administration	Operate waste transfer facility and services listed below serving Mifflin and Juniata Counties. Develop and administer regional MWMP.
Mixed Solid Waste Transfer	Accepts deliveries of mixed solid wastes (MSW) from residential and commercial customers and consolidates the MSW into transfer trailers for transfer to final disposal facilities.
Electronics Recycling	Accepts televisions, computer monitors, laptops, tablets, computer peripherals, electronic cables, desktop printers, copiers, and scanners from Mifflin and Juniata County residents.
Special Items	Accepts appliances, tires, electronics, and vehicle batteries.
Mixed Paper Recycling	Accepts mixed paper, including office paper, paperboard, magazines, books, and scrap paper.
Yard Waste Drop-off	Accepts brush and yard wastes ground into wood chips and mulch products and sold for revenue.
Clean Wood Diversion Program	Clean wood is pulled off the tipping floor and accepted by the truckload after inspection, and it is stored temporarily in roll-offs and ground into wood chips. A portion of the finished wood product goes to private companies for filter socks.

5.5 Residential Curbside Recycling

The Borough of Lewistown is the only mandated Act 101 municipality in the 2-County Region. It is the only municipality that offers municipal-wide curbside trash and recycling services and has recycling ordinances in place consistent with Act 101 requirements. The Borough’s recycling services are provided via its public works department and municipal employees. Using the 5-year average (2017 - 2021), Lewistown Borough diverts about 150 tons of curbside recyclables annually. The Borough collects tin and aluminum cans, newspaper, plastics 1&2, clear glass, and brown glass. The MCSWA processes all Lewistown’s curbside recyclables except glass, which Recycall LLC processes in Port Allegany, PA. The Borough also provides fall leaf collection at the curbside from the beginning of November through the beginning of December.

Lewistown has an agreement with MCSWA to process and market the Borough’s recyclables, and the MCSWA shares revenues from the sale of recyclables back to the Borough. No other known inter-municipal agreements exist between the MCSWA and individual local municipalities. There are no other known inter-municipal agreements between individual municipalities for recyclables collection.

Parks Garbage Service curbside offers curbside single stream recycling to customers on a subscription basis to Derry Township, McVeytown Borough, Newton Hamilton Borough, and Wayne Township. Parks Garbage Service reports single stream recycling tonnages to MCSWA.

Individual municipalities are permitted to cooperate with each other and to execute inter-municipal agreements when appropriate to create improved opportunities for the collection, processing, and sale of recyclable materials.

No other municipalities provide municipal-wide curbside recycling services directly or by contracts with private haulers, nor have they delegated the responsibilities of recyclable collection, processing, and marketing to either of the counties through an inter-municipal agreement. Recycling activities under this Plan do not interfere with municipal recycling, but the Counties and MCSWA coordinate with the municipalities as appropriate to the extent feasible.

5.6 Public Drop-Off Programs for Recyclables & Special Items

The Recycling opportunities and programs described below are available to residents willing to take their recyclables to drop-off sites located in Mifflin and Juniata County. These drop-off sites make recycling possible where curbside recycling is not feasible or available and are an essential element of the Mifflin-Juniata County recycling system.

Mifflin County Public Drop-Off Sites: MCSWA provides roll-off containers and collection services for nine (9) public drop-off sites distributed across Mifflin County reserved for use by Mifflin County residents only. The specific materials accepted can vary by site and can include plastic containers, metal and aluminum cans, and mixed paper, **Figure 5-8**. In coordination with participating municipalities, the MCSWA regularly collects recyclable materials (e.g., bottles, cans, and mixed paper) from public drop-off sites throughout Mifflin County. MCSWA requires all public or commercial Host sites to call for a service swap when containers are full to avoid wasted costs on regularly scheduled pick up of partially full containers. When a container is full, MCSWA delivers an empty container and removes the full container.

Mifflin County Electronics Public Drop-Off Program: MCSWA provides an electronics drop-off at the MCSWA Transfer Station & Recycling Center on a limited schedule (e.g., one day per week). Electronics that are banned from landfill disposal by the Covered Device Recycling Act (CDRA) are accepted at no charge from Mifflin and Juniata County residents only. Identification with proof of residency is required for participants.

Borough of Lewistown Drop-Off Program: The Borough of Lewistown operates a drop-off program at the Borough Warehouse located at 249 Washington Avenue. Borough residents are permitted to drop off electronics, mixed paper, cardboard, and other grades of paper, brush and leaves, scrap metal, plastic bottles and jugs, aluminum cans, and tin/bi-metal cans.

Juniata County Electronics Drop-Off Events: Resources permitting, the Juniata County Conservation District administers an electronics recycling day (event) once per year, usually in the spring. A contracted electronics vendor provides the collection services and is paid by Act 101.904 funds received by Juniata County. Items such as

electronic devices and certain metal items are accepted for free, and other items, such as large appliances, are recycled for a fee. Hard-drive destruction and paper destruction services are also available for a fee. The event is held at the Juniata County Fairgrounds and is open to Juniata County residents only.

Juniata County, Cocalamus Creek Disposal (CCD) - Recyclables Drop-Off: CCD is a refuse company providing hauling services that operates a recycling center in Mifflintown. On an intermittent basis, usually a couple of days per week, Cocalamus Creek did accept recyclable materials at the center. Cocalamus Creek sold bags for recyclables for a fee per bag and only accepted recyclables in pre-paid bags. As of 2023, however, CCD is not actively recovering, marketing, or reporting quantities of recyclable materials. Recyclables, including cardboard, accumulate outside of its facility in McAlisterville, Juniata County.

Figure 5-8 MCSWA Recyclables and Special Items



Baled Recyclables, Cardboard, and Misc.



MCSWA (tires)



Recyclables Drop-off Site (Satellite)



Recyclables Drop-off Site (Transfer Station)



Table 5-4 lists the materials accepted at the drop-off sites and the MCSWA Transfer Station & Recycling Center. The map shows the MCSWA Transfer Station & Recycling Center locations and distribution and the public drop-off sites in Mifflin County, **Figure 5-9**.

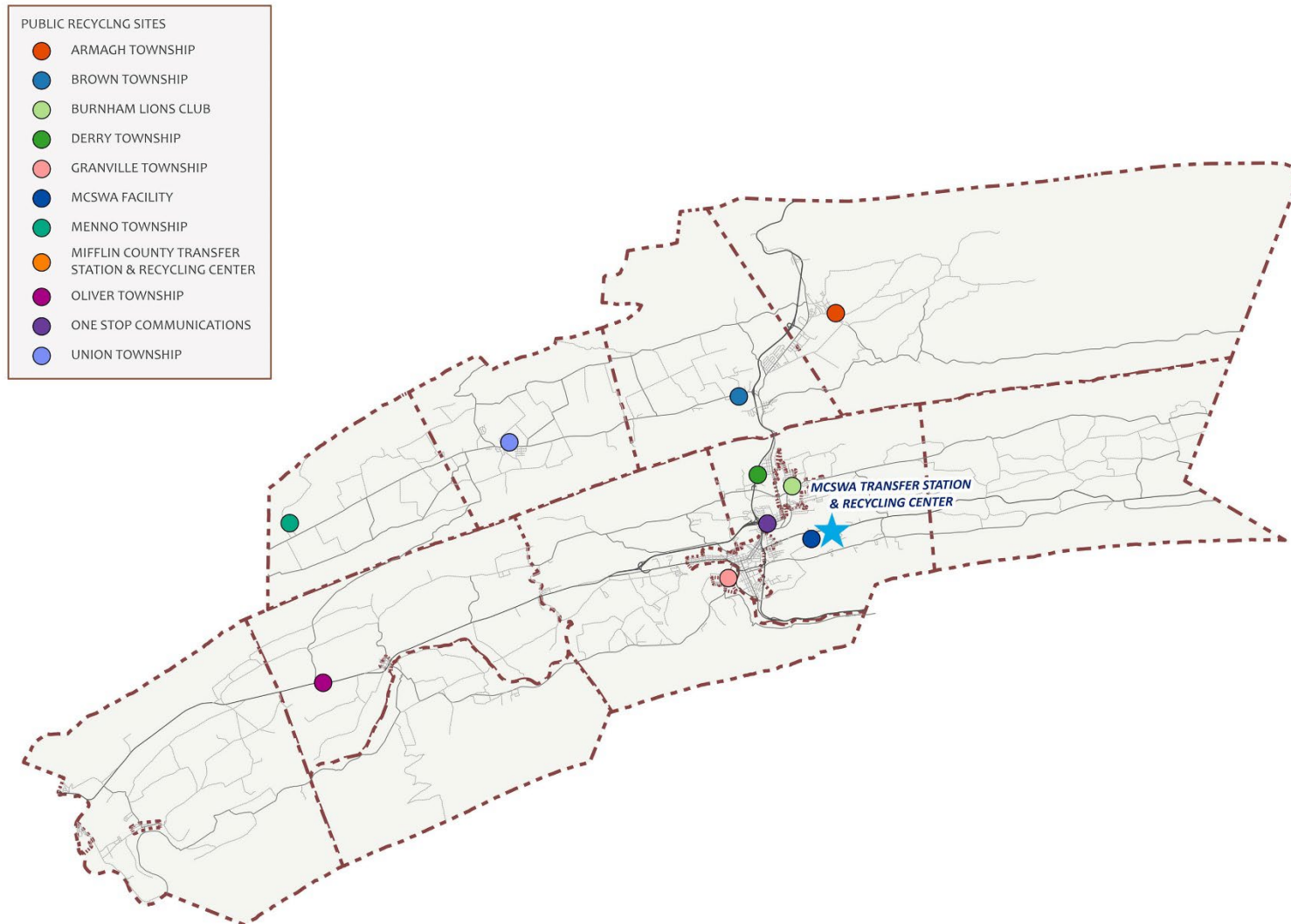
Table 5-4 Materials Accepted at MCSWA Transfer Station & Recycling Center and Drop-Off Sites

Material	Accepted at Mifflin Co. Public Drop-off Sites (Mifflin Co. Residents only)	Accepted at MCSWA Transfer Station & Recycling Center
Aluminum Food/Soda Cans	✓	✓
Tin Food Containers	✓	✓
#1 & #2 Plastic Bottles and Jugs	✓	✓
Glass Jars – Brown and Clear		✓
Newspaper		✓
Corrugated Cardboard	✓	✓
Mixed Paper ⁽¹⁾	✓	✓
Vehicle Batteries		✓
Rechargeable Batteries (Under 2 Pounds)		✓
Cell phones		✓
Tires		✓
Scrap Metal		✓
Appliances (Freon and Non-Freon)		✓
Electronics		✓
Yard Waste/Brush		✓

Source: Municipal Waste and Recycling Program Survey, 2022.

⁽¹⁾ Mixed paper includes office paper, magazines, junk mail, paperboard, and books.

Figure 5-9 Map of Mifflin County Recycling Locations



Source: Mifflin County GIS Department, 2003.

In addition to the drop-off sites provided by the MCSWA, several municipalities offer drop-off programs in the form of spring/fall cleanups. **Table 5-5** and **Table 5-6** summarize the residential drop-off programs provided by municipalities to manage “special items,” including electronics, tires, scrap metal, and other materials.

Table 5-5 Residential Special Items Collected During Mifflin County Spring/Fall Cleanups ^[1]

Mifflin County Municipality	Freon Appliances	Non-Freon Appliances	C&D Debris	Scrap Metal	Bulky Items	Household Garbage	Scrap Wood
Union Township		✓	✓	✓	✓		
Juniata Terrace Borough		✓		✓	✓	✓	✓
Newton Hamilton Borough	✓	✓		✓	✓		

Source: Municipal Waste and Recycling Program Survey, 2022.

^[1] This table does not show municipalities that do not provide special item handling.

Table 5-6 Residential Special Items Collected During Juniata County Spring/Fall Cleanups ^[1]

Juniata County Municipality	Non-Freon Appliances	C&D Debris	Scrap Metal	Bulky Items	Household Garbage
Monroe Township			✓	✓	
Thompsontown Borough	✓		✓	✓	
Mifflintown Borough	✓		✓	✓	
Port Royal Borough		✓	✓	✓	✓
Walker Township ^[2]					
Susquehanna Township ^[2]				✓	
Tuscarora Township	✓		✓	✓	

Source: Municipal Waste and Recycling Program Survey, 2022.

^[1] This table does not show municipalities that do not provide special item handling.

^[2] With Juniata County.

5.7 Commercial/Institutional Recycling

Commercial/institutional establishments account for a majority of reported recycling tonnages in Mifflin and Juniata Counties. Commercial/institutional recycling is performed by individual commercial/institutional establishments where MCSWA provides self-haul or contracts with private haulers and interested businesses.

Mifflin County Commercial Recycling Programs: MCSWA provides Mifflin County businesses access to commercial recycling as needed if they have executed a written agreement. This service includes a fee to pull containers. As of 2023, MCSWA services the following commercial recycling sites:

- Cardboard – 17 sites
- Plastics 1&2 – 3 sites
- Mixed Paper/Newspaper – 2 Sites.



Mifflin County School Recycling Program: MCSWA provides Mifflin County School District recycling as needed through a written agreement. As of 2023, MCSWA provides and services recycling containers at five schools with cardboard, plastics 1&2 containers, and mixed paper. This service includes a fee to pull containers and is only available to Mifflin County Schools (public and private).

Based on a five-year average (2017–2021), **Mifflin-Juniata commercial/institutional establishments diverted 12,572.9 tons of recyclables**, representing over 88 percent of the total reported recycling for both counties. The predominant commercial and institutional recyclables include paper, metals, plastics, and organics.

5.8 Leaf and Yard Waste Collection & Processing

Leaf waste, yard waste, and wood waste recycling are somewhat limited across Mifflin and Juniata Counties since few municipalities offer curbside or drop-off collection programs for organics. The MCSWA Transfer Station and Recycling Center includes a yard waste drop-off site/compost facility, **Figure 5-10**. Additionally, several mid-sized to large landscaping companies like Metzler Forest Products are responsible for most organics processing efforts in the local region. Additional organics recycling is occurring but is not reported by private landscapers, construction companies, tree companies, and wood mills.

Table 5-7 lists the municipalities in Mifflin and Juniata Counties offering leaf waste or yard waste services, such as curbside collections and leaf and yard waste drop-off programs. Based on the five-year average for reported leaf and yard waste diversion, about 386 tons of leaf, yard, and woody waste are recycled annually by Mifflin and Juniata Counties. Leaf and yard waste represents 25.6 percent of the total reported residential tons diverted to recycling.

Table 5-7 Municipalities with Residential Leaf and Yard Waste Services

Municipality	Curbside Leaves	Drop-off Leaves	Drop-off Yard Waste/Brush
Mifflin County			
Union Township	✓		
Lewistown Borough	✓	✓	✓
Juniata Terrace Borough	✓		
Armagh Township ^[1]	✓		
Derry Township	✓		
Juniata County			
Thompsontown Borough	✓		

Source: Municipal Waste and Recycling Program Survey, 2022.

^[1] Pick up bagged leaves upon request.

Figure 5-10 MCSWA Yard Waste Drop-Off Site/Compost Facility



Ground Yard Waste



Yard Waste Grinder

5.9 Household Hazardous Waste (HHW)

Historically, HHW collection events have not been provided to Mifflin or Juniata County residents. Barriers have included the high costs and administrative burdens associated with managing HHW. However, the emergence of a statewide HHW program, including the CHEMSWEEP Pesticide Disposal Program, Pennsylvania Department of Agriculture, and the PADEP, has made the county HHW program more cost-effective and easier to administer. The program includes a statewide contracted HHW collector and an administrative and grant structure that streamlines the coordination and delivery of HHW events. This program makes it easy to obtain grant funding to offset a portion of HHW event and material processing costs.

Mifflin County coordinated its first HHW event in 2023 with the intent to expand the Collection event to Juniata County in a subsequent year. Rotating HHW collection events annually or other rotational schedule between counties will be considered.

5.10 Construction & Demolition Waste Recycling

No known private C&D recyclers or recycling facilities are located within Mifflin or Juniata County. The MCSWA occasionally diverts clean wood, such as untreated skids and dimensional lumber, and grinds it into wood chips that are marketed for use to make filtration socks or for use in similar applications.

5.11 Recycling Potential

Many factors – including municipal and county government involvement, population (housing) and business density, and access to programs and processors – affect the types and quantities of material that can be feasibly diverted to reuse or recycling.

Table 5-8 estimates the total quantity of commonly recycled material in Mifflin and Juniata Counties' waste stream. The amount of recyclables in the disposed waste stream is calculated using the Pennsylvania Department of Environmental Protection statewide Waste Composition Study (2022) percentages for each recyclable



material category applied to the County(ies) total annual disposed MSW (5-year annual average MSW disposed).

Mifflin County’s waste stream contains an estimated 8,624 tons (annually) of recyclables that are not currently recycled. Juniata County’s waste stream includes an estimated 3,779 tons (annually) of recyclables that are not currently recycled. Combined, the two counties generate an estimated 12,403 tons of recyclables each year that can be targeted for diversion to boost recycling rates, preserve resources, and generate revenues from the sale of commodities.

Although Mifflin County has met the statewide 35 percent recycling target by recycling, there is potential to capture additional tons from the disposed waste stream. For Juniata County to reach the statewide recycling rate of 35 percent, it would need to capture an additional 2,450 tons of recyclable from the disposed waste stream each year. Since there are over 2,000 tons (both counties) disposed annually, and cardboard is relatively easy to collect and a higher-value commodity – it is a logical target for diversion for both counties.

Table 5-8 Mifflin and Juniata Counties Annual Recycling Potential (5-year Annual Average)

Material	% of MSW Stream	Estimated Tons of Recyclable Material in Disposed Waste Stream		
		Mifflin County	Juniata County	Combined Counties
Corrugated Cardboard	6.2%	1,398.4	612.8	2,011.2
Office Paper	0.4%	94.5	41.4	135.9
Newspaper	0.5%	111.4	48.8	160.2
Mixed Paper	6.9%	1,546.2	677.5	2,223.7
#1 PET	1.7%	373.1	163.5	536.6
#2 HDPE	0.9%	206.3	90.4	296.7
#3-7 Bottles	0.0%	11.1	4.9	16.0
Durable/Bulky Plastics	3.1%	697.1	305.4	1,002.5
Aluminum Cans	0.6%	144.5	63.3	207.8
Steel Cans	0.8%	177.0	77.6	254.5
Clear Glass	1.2%	270.2	118.4	388.5
Colored Glass	0.9%	200.0	87.7	287.7
Yard Waste	5.0%	1,126.4	493.5	1,619.9
Wood	6.5%	1,458.4	639.1	2,097.5
Textiles	3.6%	809.2	354.6	1,163.7
Recyclables Subtotal	38.5%	8,623.7	3,778.7	12,402.4
MSW Total	100.0%	22,385.7	9,809.0	32,194.8

5.12 Environmental Impacts

Compared to landfill disposal, recycling reduces energy use, water and resource consumption, and the associated environmental impacts of raw material extraction. Benefits include reducing the greenhouse gas emissions correlated to global warming and increased frequencies of severe weather events that impact Mifflin and Juniata Counties.

Table 5-9 uses the U.S. EPA’s Waste Reduction Model to estimate the net energy saved and the net reduction in greenhouse gasses emitted from diverting these tons from landfilling. Mifflin and Juniata Counties recycle a combined 17,051 tons of MSW annually, equivalent to the net energy savings of 478,722 million British Thermal Units (BTUs). These energy savings translate to a net reduction of 12,539 Metric Tons of Carbon Equivalent (MTCE) or 45,977 Metric Tons of Carbon Dioxide Equivalent (MTCO2E). **Table 5-10** uses the U.S. EPA’s Greenhouse Gas Equivalencies Calculator to express the combined counties’ net reduction in greenhouse gasses in terms of common carbon emitting and carbon sequestering activities. The combined county’s net reduction in greenhouse gas emissions is equivalent to the emissions of driving 9,885 gas-powered vehicles for a year, consuming 5,195,401 gallons of gasoline, or burning 50,850,562 pounds of coal. This net reduction in greenhouse gas emissions is also equivalent to the carbon sequestered by growing 758,620 trees for ten years or 55,172 acres of forest in one year.

Table 5-9 Combined County Recycling Environmental Benefits (5-Year Average)

Benefit	Metric
Recycled MSW	17,051 tons ^[4]
Net Reductions in Greenhouse Gas Emissions	12,539 Metric Tons of Carbon Equivalent (MTCE) 45,977 Metric Tons of Carbon Dioxide Equivalent (MTCO2e)
Net Energy Savings	478,722 Million British Thermal Units (BTUs)

Source: U.S. EPA Waste Reduction Model (WARM, Version 15), May 2019.
^[4] Mifflin and Juniata County Combined Recycled MSW tons, 2017-2021 Average.

Table 5-10 Combined County GHG Emissions Impact (5-Year Average)

Benefits	Equivalencies	
Recycled MSW	17,051 tons ^[4]	
Emissions saved due to recycling:	9,885	Gas-powered vehicles driven for one year
	5,195,401	Gallons of gasoline consumed
	50,850,562	Pounds of coal burned
Carbon Sequestered due to recycling:	758,620	Tree seedlings grown for ten years
	55,172	Acres of U.S. forests in one year

Source: U.S. EPA Greenhouse Gas Equivalencies Calculator, March 2022.
^[4] Mifflin and Juniata County Combined Recycled MSW tons, 2017-2021 Average.

5.13 Waste Management System and Recycling Alternatives

The Mifflin County Solid Waste Authority (MCSWA) and Juniata County evaluate MSW disposal and recycling alternatives on an ongoing basis. New or enhanced programs and services are implemented when determined economically feasible, for example, when a stable outlet or market is identified for a specific material. The following sections review municipal solid waste and recyclables collection, transportation, and processing alternatives.

The current alternatives and programs in place, and the process to continually evaluate and implement feasible programs and services at the County and local government level, are compatible with the needs of the 2-County regional municipal waste management system.

5.14 Primary Management and Funding Mechanisms

The MCSWA Transfer Station & Recycling Center will continue to use competitive tip fees for waste transfer and disposal, including offering volume discounts to larger volume customers who contractually agree to deliver tons to the MCSWA. Additionally, MCSWA, Juniata County, and individual local governments may pursue grant funding as needed to offset eligible waste and recycling program costs. Juniata County and MCSWA do not charge/recover per ton administrative fees to cover waste or recycling programs or administrative costs. The method of setting competitive tip fees has proven to be economically sustainable while also resulting in a gradual expansion of recycling, as reflected by Mifflin County's 41 percent recycling rate, which exceeds the 35 percent statewide waste diversion target.

Waste haulers remain eligible to transport waste to any permitted facility. The 2-County regional waste system does not utilize flow control to one or more disposal facilities. This open Plan and waste system allow waste originating from Mifflin and Juniata to be disposed at any permitted facility. MCSWA and Juniata County will only consider flow control as a contingency measure if no other mechanism exists to sustain operations and fund the regional waste system. The 2007 Oneida-Herkimer case establishes that legislative flow control by ordinance legally allows locally generated (i.e., county) waste to be delivered to a publicly owned facility when environmental benefits to the public are identified.

5.15 Alternatives

5.15.1 Municipal Solid Waste (MSW) & Recyclables Collection Alternatives

The primary alternatives for municipal solid waste (MSW) and recyclables collection include:

- **Contract Collection** - Municipalities can contract with private haulers via a public bidding procedure to secure residential curbside collection or commercial collection services. Residential curbside collection of recyclables is limited since

the haulers serving the region offer curbside recyclables collection on a limited basis in a few areas.

- **Subscription Collection** - Individual households and businesses contract directly with a private waste hauler for curbside collection. Disadvantages of subscription services include gaps in services that may contribute to illegal dumping and multiple haulers inefficiently serving the same areas. Residential curbside collection of recyclables through subscription services is limited since the haulers serving the region offer curbside recyclables collection on a limited basis in a few areas, and customers often do not select the optional recycling service with additional cost.
- **Drop-Off Collection/Transfer** – A drop-off site including containers staged for collection or a facility such as the MCSWA Transfer Station & Recycling Center is a cost-effective alternative to curbside collection in the rural areas that dominate the 2-County Region. The MCSWA Transfer Station & Recycling Center is required by Act 101 to provide a permanent recyclables drop-off site and meets this requirement. The MCSWA manages and services drop-off sites at the transfer station and throughout Mifflin County for recyclables. The Rural Transfer Facility Permit-by-Rule (2022) offers a streamlined permit process to establish a transfer facility in areas with a population density under 300 persons per square mile. Drop-off sites may be permanent sites or temporary sites such as those used for collection events for HHW. Drop-off sites for businesses, such as dedicated containers for cardboard, can be a feasible alternative for businesses to increase recycling and reduce collection and disposal costs.
- **Municipal Collection** – Municipalities (e.g., Lewistown Borough), through their own equipment and staff, provide collection services that usually include residential curbside collection of trash and recyclables.

This combination of collection alternatives for MSW and recyclables is compatible with and meets the needs of the 2-County Region that has few densely populated areas surrounded by largely rural areas. The MCSWA, Juniata County, and local governments will continue to evaluate and implement a variety of feasible and available collection alternatives.

5.15.2 Municipal Solid Waste (MSW) & Recyclables Transportation Alternatives

Under Act 101, each municipality is responsible for the proper collection and transportation of municipal waste generated from within their municipal borders. The primary methods waste can be transported to a disposal facility include:

- **Self-haul** - Residents or businesses transport their waste directly to a transfer or disposal facility. Self-hauling to the MCSWA Transfer & Recycling Center is a commonly utilized alternative due to the rural setting, intermittent access to curbside collection service, and low cost compared to at-your-door collection.
- **Private-haul** - Waste haulers transport waste or recyclables to one or more permitted transfer stations or disposal facilities. Haulers serving the 2-County

Region primarily utilize the MCSWA Transfer Station & Recycling Center or the Park's Sanitation Service Transfer Station in eastern Huntingdon County. They may also haul directly to other permitted facilities.

- **Municipal-Haul** - Municipalities collect waste at curbside and transport it to a disposal facility.

This combination of transportation alternatives for MSW and recyclables is compatible with and meets the needs of the 2-County regional waste system that has few densely populated areas surrounded by largely rural areas. The MCSWA, Juniata County, and local governments will continue to evaluate and implement a variety of feasible and available transportation alternatives.

5.15.3 Landfill/Disposal Alternatives

There are no active landfills in Juniata and Mifflin County, and the 2-County regional system will meet disposal capacity requirements by transporting waste to permitted landfills or other processors serving the region. Small quantities of dewatered sewage sludge will be disposed at landfills, and the remaining portion will be land-applied.

5.15.4 Composting & Organics Processing Alternatives

Local governments, the MCSWA, and Juniata County will evaluate opportunities to compost and process organics so they may be diverted from disposal on an ongoing basis. The combination of MCSWA's permit-by-rule compost facility, private landscaping and tree services, backyard composting, and leaf collection programs like Lewistown Borough's program are compatible with and meet the needs of the 2-County regional waste system.

5.15.5 Items Requiring Special Handling

Items requiring special handling, including tires, electronics, and household hazardous wastes (HHW), will continue to be managed by a combination of private sector services and the services provided by the MCSWA. MCSWA accepts tires and electronics and, in 2023, began HHW collection events. The combination of MCSWA special item services, private sector services, and current or new programs that may be implemented by Juniata County, the MCSWA, or local governments are compatible with and meet the needs of the 2-County regional waste system.

5.16 Measures to Achieve 35 Percent Diversion

The Counties will continue to explore opportunities to improve and expand proper waste disposal and recycling services and programs. **Table 5-11** presents waste diversion priorities and planning and implementation initiatives to continue to meet and exceed the 35 percent statewide goal.

Table 5-11 Measures to Increase Waste Diversion

<p>Funding/Economic Sustainability</p>	<p>Evaluate diversion opportunities and reliable funding sources, particularly to support any new/additional waste and recycling programs. Where applicable, apply user fees and grants and adjust MCSWA Transfer Station and Recycling Center tip fees to sustain beneficial programs.</p>
<p>Enhance MCSWA Recycling Services</p>	<p>As feasible, evaluate and implement new and/or enhanced recycling services the MCSWA provides, expanding on the comprehensive service it already provides as a primary recycling center and transfer facility for numerous recyclable commodities.</p>
<p>Drop-off Program Expansion</p>	<p>Evaluate and implement measures to improve the efficiency and effectiveness of recyclables drop-off sites, including the number and location of sites and the types of materials collected. Consider adding drop-off sites in serviceable areas of Juniata County, which could include drop-off containers to collect cardboard only from households and businesses. Juniata County should identify funding to support drop-off services, which could include paying MCSWA for their drop-off collection services.</p>
<p>Target high-value commodities</p>	<p>As feasible, target additional recovery of higher-value commodities and materials that are frequently disposed of illegally. Targeted materials may include cardboard, scrap metal, electronics, and C/D.</p>
<p>Material Quality</p>	<p>Implement planning and management programs to improve the monitoring, reporting, and auditing of recyclable material feedstocks and outgoing material (e.g., bales) to ensure the long-term marketability of materials diverted from the waste stream.</p>
<p>Standardize Education</p>	<p>Enhance the effectiveness of recycling education across both counties using a simple, standard educational message. This includes expanding cooperative efforts by Mifflin and Juniata Counties to distribute education materials to encourage more Juniata County residents and businesses to utilize the recycling services provided at the MCSWA Transfer Station and Recycling Center.</p>
<p>Enhance Business Recycling and Reporting</p>	<p>Encourage increased recycling at commercial/institutional establishments and encourage reporting of recycling efforts and quantities to the County. Steps can include working with haulers and municipalities to identify commercial establishments that recycle and sending the Act 101 commercial reporting forms to those businesses.</p>
<p>Household Hazardous Waste (HHW) Events</p>	<p>MCSWA hosted the first HHW event in 2023 and plans to conduct periodic (e.g., annual) events in Mifflin County as feasible. Consider expanding HHW events to Juniata County if Juniata County can fund its share of out-of-pocket costs. Apply for the HHW grants and HHW education grants to offset costs.</p>

CHAPTER 6 – SELECTION & JUSTIFICATION

This Chapter describes the process for selecting the Mifflin-Juniata County Regional Municipal Waste Management System and justifies the chosen waste system and its components. Under this Plan, the Mifflin County Solid Waste Authority (MCSWA) and Juniata County do not propose any major changes to their 2-County regional municipal waste management system. The Counties will continue to work cooperatively to advance economically feasible waste and recycling programs. Various disposal facilities will process waste, and recyclables will be managed primarily by MCSWA and the private sector.

Chapter 5 of the Previous Regional Municipal Waste Management Plan (June 2014) evaluated collection, transportation, and processing alternatives for managing wastes and recyclables and evaluated a system of waste flow control for financial assurance. In the planning process to develop the 2014 Plan, draft flow control ordinances were developed for use only as a contingency measure if the current market-based system could not meet the financial requirements to operate the MCSWA Transfer Station & Recycling Center. Flow control is not being implemented as part of this 2025 Plan. This information from the 2014 Plan is incorporated via reference within this updated Plan and remains a resource for reference by MCSWA and Juniata County. The MCSWA has successfully secured large-volume discount contracts for over 18 years with private haulers. This open market system has resulted in satisfactory inbound waste quantities and revenues to sustain operations. Therefore, flow control will not be pursued as long as this open market system continues to generate.

6.1 Current Waste System

Public and Private Regional Municipal Waste Management System: The Regional Waste Management System includes public and private waste generators, collectors, and processors. Most wastes and recyclables are transported out of the Counties for final disposal or processing. The MCSWA Transfer Station & Recycling Center is the primary transfer facility for municipal solid waste and recyclables from Mifflin and Juniata Counties. MCSWA As of 2023, most municipal solid waste is disposed at the Wayne Township Landfill (Subtitle D landfill, permit# 100955) operated by the Clinton County Solid Waste Authority. Some municipal solid waste, source-separated recyclables, and residual wastes are processed at out-of-county landfills or recycling facilities.

Open, Fair, Competitive Market-based Solid Waste System: Disposal Capacity Agreements were executed with the disposal facilities listed in this Plan through a fair and open solicitation. A request for proposals (RFP) was advertised and published in the PA Bulletin and WasteAdvantage Magazine (See **Appendix H**), a national waste publication, to solicit responses for disposal capacity. One transfer station executed a Disposal Capacity Agreement, including the agreement to transfer waste to a permitted disposal facility. Sufficient disposal capacity has been secured for all

municipal solid waste that will be generated by both Counties over the 10-year planning period. Waste may be delivered to any permitted disposal facility. The MCSWA and Juniata County reserve the right to enter additional arrangements for solid waste management and disposal services. Market forces, including tip fees and transportation costs, will continue to influence which disposal facilities receive waste deliveries.

Landfill Requirements: Landfills are subject to local, state, and federal laws, with regulatory oversight of landfill operations and reporting provided primarily by the Pennsylvania Department of Environmental Protection (PADEP). The MCSWA Transfer Station & Recycling Center and private haulers, scrap dealers, and other recyclables processors preserve landfill space through recycling.

No Major Changes to the Regional Solid Waste System: The MCSWA and Juniata County do not propose any significant new municipal waste or recyclables processing infrastructure under this Plan revision. The Counties will pursue opportunities to expand economically feasible waste and recycling programs.

MCSWA To Sustain Transfer Operations and Comprehensive Recycling Services: Solid waste management costs and tip fees in Pennsylvania and across most of the U.S. have increased significantly in recent years. The MCSWA enters agreements with waste generators and haulers, including tip fees and rates that are competitive with rates at other regional transfer facilities. MCSWA tip fees are adjusted as needed to sustain operations and respond to market conditions, such as rate changes at disposal facilities.

MCSWA's responsibilities include developing and implementing the Regional Municipal Waste Management Plan and facilitating Plan revisions. The MCSWA implements waste diversion programs, reports recycling data to the PADEP, and advances feasible waste and recycling initiatives. Other regional public and private waste and recycling service providers like waste haulers, scrap recyclers, and transfer facilities supplement MCSWA's services. Mifflin County waste disposal and processing services continue to benefit Juniata County by providing cost-effective waste transfer and offering Juniata County access to recycling and special item recovery. MCSWA's extensive recycling services increase waste diversion to meet the state-established 35 percent recycling rates, preserve resources, and generate revenues from recovered materials. The MSCWA continually evaluates all its costs and revenues on an ongoing basis as a measure to set rates to sustain the comprehensive waste and recycling services that benefit Mifflin and Juniata Counties.

Flow Control: The Supreme Court in *C&A Carbone Inc. v. Town of Clarkson*, 511 U.S. 383 (1994) determined that flow control of waste to privately owned facilities was discriminatory to out-of-state facilities. However, in *United Haulers Association Inc. v. Oneida-Herkimer Solid Waste Management Authority*, 550 U.S. 330 (2007), the Supreme Court allowed flow control to county facilities staffed with public employees.

This Plan and its implementing documents do not establish flow control nor guarantee waste deliveries from the MCSWA Transfer Station & Recycling Center to any one disposal facility. The MCSWA and Juniata County do not anticipate implementing waste flow control during the 10-year planning period, which would require a flow control ordinance to ensure the public and private waste haulers direct waste to a designated landfill to meet minimum delivery or tonnage commitments to the facility. Per PADEP, any county that changes its solid waste system to a flow-control waste system is subject to a substantial Plan revision.

6.2 Waste System Selection

The waste system selection process for this Plan included the selection of disposal facilities, participation by a diversely represented SWAC Committee, and evaluation of alternatives for the Counties to consider during the planning period. During this Plan's development, the MCSWA began annual Household Hazardous Waste collection events, adding to its comprehensive list of waste and recycling services.

The regional waste management system will continue without significant change. No new major municipal waste disposal or recyclables processing facilities or infrastructure are proposed for the Planning period (2025–2034). The MCSWA will continue its strategy of attracting waste deliveries through volume-discount contracts offered to larger customers, diverting recyclables, generating revenue through the sale of recyclables to the extent feasible, and offsetting eligible costs with grant funds.

This strategy aims to maintain MCSWA's good standing as an essential waste, recyclables, organics, and special items handler, transporter, and broker serving Mifflin and Juniata Counties. This market-driven system will continue to direct materials to the MCSWA Transfer Station & Recycling Center and other transfer stations, disposal facilities, and recyclables processors based on costs and without the need to utilize flow control ordinances to direct the flow of waste.

The local jurisdictions (Townships and Boroughs) and their residents and businesses have an essential role in independently securing waste collection services. The Counties will continue encouraging local governments to manage waste and recyclables properly. The Counties, primarily through the County Recycling Coordinators, periodically send emails to local government representatives and the County Commissioners and provide public education about the waste and recycling services and events through social media, newsletters, and the Mifflin County website.

Plan initiatives and alternative waste diversion programs to be considered were identified by the SWAC and discussed with SWAC members. The following implementation documents and planning activities establish the basis for selecting and continuing the County waste system for the 2025–2034 planning period:

- **Regional Municipal Waste Management Plan Revision (2025–2034):** Developed with public participation and input from the SWAC. The SWAC included representation from the public and private sectors, local governments, businesses, and organizations. The Plan describes the regional waste system, planning goals and objectives, and identifies initiatives to encourage proper waste management and diversion to recycling over the 10-year planning period.
- **Mifflin-Juniata County Intermunicipal Agreement:** Mifflin County and Juniata County entered into an Intermunicipal Agreement on June 12, 2014, formalizing the cooperative effort between the two Counties to plan and implement solid waste and recycling programs serving the residents and businesses of the two Counties. The Mifflin County Solid Waste Authority (MCSWA) is the administrative lead in Plan development (**Appendix A**).
- **Delegation of Powers Resolution (#35 - 2013):** The Delegation of Powers Resolution #04-07 (February 2004) between Mifflin County and MCSWA delegates MCSWA the authority to update and implement its County Plan and to manage and operate the County's solid waste and recycling programs (**Appendix B**).
- **Juniata County and Mifflin County Municipal Waste Management Ordinances:** Mifflin County's Municipal Waste Management Ordinance, Ordinance Number 02 of 2008, was approved on November 20, 2008 (**Appendix C**). Juniata County's Municipal Waste Management Ordinance, Ordinance Number 1 of 2011, was approved on July 26, 2011 (**Appendix D**). The County ordinances establish each County's solid waste management responsibilities.
- **Municipality Surveys:** During the planning process, online surveys were distributed in September 2022 to municipal representatives from each local government to obtain feedback regarding the County waste system. This information was applied to update the current waste and recycling program data in Chapter 5 and to guide the prioritization of waste diversion initiatives established in this Plan.
- **SWAC Meeting Minutes and Public Participation:** Minutes were recorded to document the SWAC meetings, including agendas, presentation materials, open discussions, and Plan priorities. Meeting minutes and letter correspondence with the SWAC, municipalities, and PADEP relating to the Plan and participation in Plan development are appended (**Appendix E**).
- **Resolution of Plan Adoption.** Upon signature by the Commissioners from both Counties that signify the Plan has been reviewed and approved, a resolution of the Regional Municipal Waste Management Plan is attached to the Plan (**Appendix F**).

6.3 Waste System Selection: Materials

The selected Regional Municipal Waste Management System has the capacity to collect, transport, process, recycle, and dispose of municipal waste and recyclables in a manner consistent with Act 101 of 1988 and PADEP requirements.

- **Municipal Waste Disposal Capacity:** The regional landfills with executed Disposal Capacity Agreements have permitted disposal capacity far exceeding the amount of municipal waste Mifflin and Juniata County will generate over the 10-year planning period. By itself, the Wayne Township Landfill (WTL), which is one of the closest landfills serving the regional system, has sufficient disposal capacity to accept all of the municipal solid waste generated by Mifflin and Juniata County annually for the 10-year planning period.
- **Construction/Demolition Waste:** The regional landfills in this Plan have sufficient capacity to manage all of the separated C/D waste generated by Mifflin and Juniata County. Public and private arrangements for C/D collection, disposal, and recycling are expected to continue. No alternative programs or infrastructure is proposed to manage C/D. No C/D recyclers are in either county.
- **Yard Waste:** The MCSWA Transfer Station & Recycling Center has the available capacity to manage public deliveries of yard waste and woody waste. These yard waste services are supplemented by other public (i.e., municipal) yard waste collection programs, including private entities like landscapers and tree trimming companies that convert brush and woody waste into mulch, compost, or woodchips.
- **Biosolids:** Biosolids and septage will continue to be managed through the combination of public wastewater treatment facilities, on-site treatment systems, and septage haulers serving Mifflin and Juniata Counties. This activity includes treating liquid biosolids and properly disposing or landfilling dewatered biosolids. The publicly operated wastewater treatment plants serving Mifflin and Juniata Counties have adequate capacity to accept the biosolids generated annually and over the 10-year planning period. No alternative programs or infrastructure are being considered to manage biosolids.
- **Regulated Medical Waste:** Regulated medical waste, including infectious and chemotherapeutic waste, will continue to be primarily managed by the private sector, mainly through on-site and/or off-site incineration. No alternative infrastructure is being developed or considered by the MCSWA to manage regulated medical waste.
- **Ash and Asbestos:** Regional landfills have the available permitted capacity to manage ash and asbestos generated annually and over the 10-year planning period. Generators are expected to continue collecting and disposing of this material at the disposal facilities in this Plan.
- **Household Hazardous Waste (HHW):** During Plan development, it was determined that expanding opportunities for HHW collection is beneficial. The MCSWA will lead in developing an HHW program and plans to host annual collection events for HHW collection, provided funding and staff resources are available.



6.4 Disposal Facilities

6.4.1 Location

Disposal Capacity Agreements (**Appendix G**) were executed with the six disposal facilities shown in **Table 6-1**. The RFP submittals from the disposal facilities are considered part of the Disposal Capacity Agreements. The selection process used an open, fair, and competitive process. The request for proposals (RFP) was published and circulated in the PA Bulletin and WasteAdvantage Magazine, a national waste publication to solicit disposal capacity from interested facilities. All disposal facilities that submitted a proposal were determined to be qualified and operated under a valid permit, and disposal capacity agreements were signed with all those who submitted proposals. Proximity to the 2-County Region was not an evaluation criterion.

The available disposal capacity secured via the Agreements far exceeds the annual waste generation estimated for the Regional Solid Waste System and the 10-year planning period (2025 – 2034). All respondent disposal facilities except the York County Solid Waste and Refuse Authority offered in-kind services that primarily included donating disposal services for illegally dumped materials for a specified annual quantity (e.g., 50 tons per year).

In addition to the six disposal facilities listed in **Table 6-1**, the Centre County Solid Waste Authority (CCSWA) executed a Disposal Capacity Agreement for their transfer station, including the requirement to transfer wastes to a permitted disposal facility.

Table 6-1 Mifflin-Juniata Disposal Facilities

Facility/County	Owner	Distance to Facility ^[1] (miles)	County	Facility Address
Laurel Highlands Landfill	WM	107	Cambria	260 Laurel Ridge Rd. Johnstown PA 15909
Cumberland Landfill	WM	60	Cumberland	620 Newville Rd. Newburg, PA 17240
Mountain View Reclamation Landfill	WM	73	Franklin	9446 Letzburg Rd. Greencastle. PA 17225
Wayne Township Landfill	Clinton County Solid Waste Authority	61	Clinton	15 Landfill Lane McElhattan, PA 17748
Lycoming County Resource Management Services	Lycoming County Resource Management Services	64	Lycoming	447 Alexander Drive Montgomery, PA 17752
York County Resource and Recovery Center ^[2]	York County Solid Waste and Refuse Authority	82.3	York	2700 Blackbridge Rd. York, PA 17406

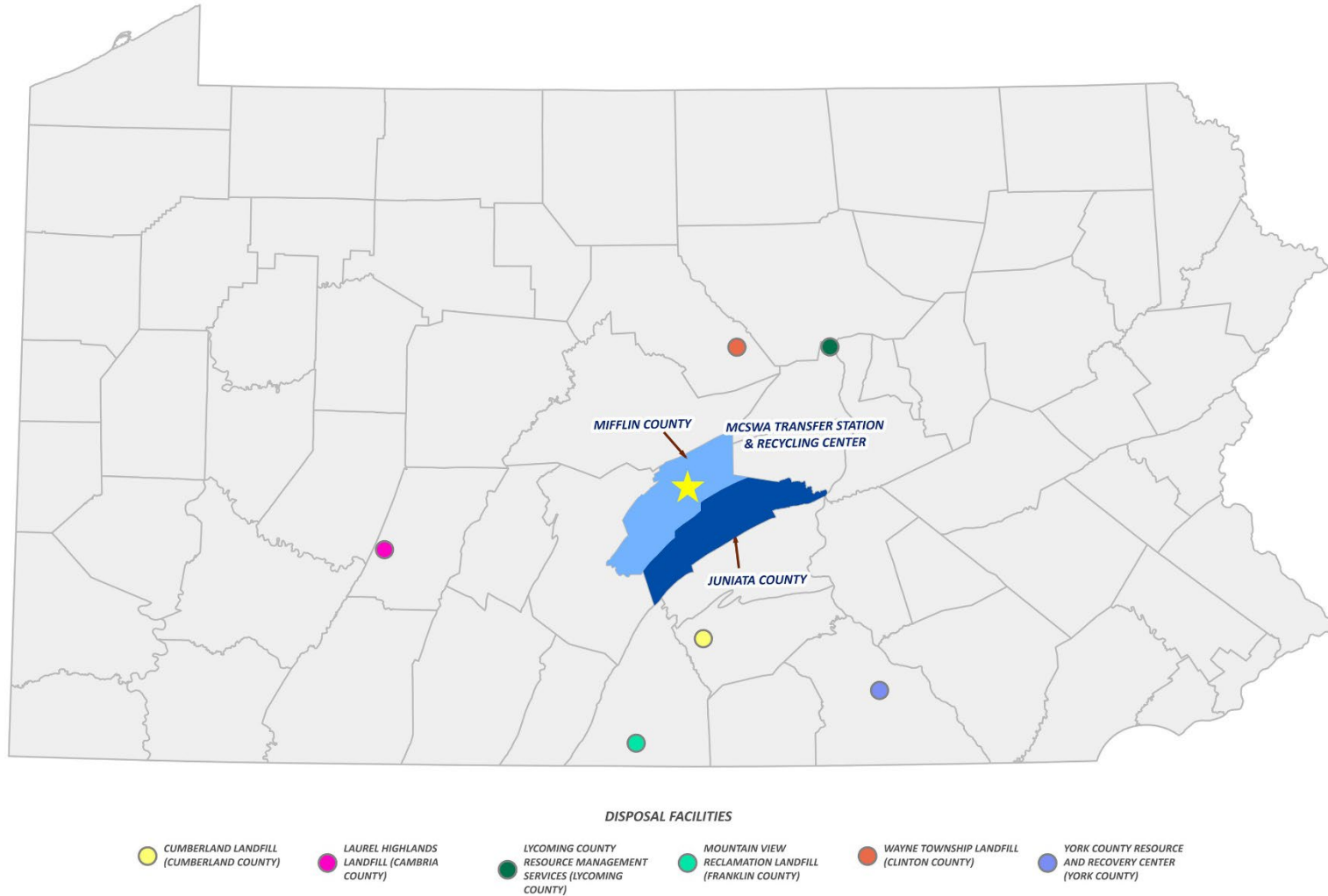
^[1] Distance from MCSWA Transfer Station and Recycling Center to Disposal Facility.

^[2] The York County Resource and Recovery Center is a Waste-To-Energy facility. The other facilities are landfills.



Figure 6-1 shows the locations of the Disposal Facilities that executed Disposal Capacity Agreements in association with the development of this Plan. The closest disposal facilities to the MCSWA Transfer Station & Recycling Center are Cumberland Landfill, WTL, and the Lycoming County Landfill.

Figure 6-1 Mifflin-Juniata Disposal Facilities Map





6.4.2 Disposal Capacity Assurance

Municipalities and private haulers collecting Mifflin of Juniata Counties' municipal solid may dispose of waste at any permitted disposal facility. Haulers are recommended to use the disposal facilities listed in the Plan that have executed Disposal Capacity Agreements and haulers and other entities may petition the MCSWA to be added to the Plan as prescribed in Section 6.4.3. The waste management system will continue to operate as a menu-type plan that allows the use of multiple permitted disposal facilities where no specific quantities are guaranteed to any one facility.

Pennsylvania landfills are required by Act 101 to recycle at least three Act 101 recyclable materials. **Table 6-2** summarizes Act 101 recyclables accepted at the landfills with executed Disposal Capacity Agreements. **Table 6-3** summarizes the hauling distance, accepted materials listed in the disposal capacity response, available permitted capacity (tons), and years until facility closure for each disposal facility. The combined total disposal capacity available from the disposal facilities is over 324,535 tons annually and over 3,245,350 tons over the 10-year planning (and contractual) period. The disposal capacity contractually secured far exceeds Mifflin-Juniata County municipal solid waste generation.

Table 6-2 Act 101 Recyclables Accepted by Disposal Facilities

Disposal Facility	Act 101 Materials Accepted
Laurel Highlands Landfill	Aluminum cans, plastic bottles #1 & #2, steel/Tin or bi-metallic cans, cardboard, newspaper
Cumberland Landfill	Aluminum cans, plastic bottles #1 & #2, steel/Tin or bi-metallic cans, cardboard, newspaper
Mountain View Reclamation Landfill	Aluminum cans, plastic bottles #1 & #2, steel/Tin or bi-metallic cans, cardboard, newspaper
Wayne Township Landfill	Paper, aluminum, steel, tin food, and beverage cans, plastic (#1 - #7) bottles and jugs
Lycoming County Resource Management Services	Single stream glass, plastic, and aluminum/metal cans and separated plastic containers, steel/bi-metallic cans, glass, paper, and cartons.
York County Resource and Recovery Center	Corrugated cardboard, aluminum, steel, and bimetal cans
Centre County Recycling & Refuse Authority (CCRRA)	Plastic bottles, jugs, and jars; glass bottles, jugs, and jars; steel and aluminum cans and foil; mixed paper

Table 6-3 Disposal Facility Capacity Summary

Disposal Facility	Owner	Distance to Facility (Miles)	Years of Remaining Capacity ^[1]	Accepted Materials ^[2]	Annual Disposal Capacity Available to Mifflin and Juniata Counties (tons)	10-Year Capacity Available to Mifflin and Juniata Counties (tons) ^[3]
Laurel Highlands Landfill	WM	107	109	MSW, C/D, SS, BW (42,535 tons). RW = All generated. Recyclables not provided.	42,535	425,350
Cumberland Landfill	WM	60	10	MSW, C/D, SS, A, Petroleum Contaminated Soil (160,000 tons). RW (10,000 tons).	160,000	1,600,000
Mountain View Reclamation Landfill	WM	73	21	MSW, C/D (8,000 tons) RW (4,000 tons).	8,000	80,000
Wayne Township Landfill	Clinton County Solid Waste Authority	61	34	MSW, C/D, SS, IA, PMW, A, BW, Contaminated soil, RW (73,000 tons).	73,000	730,000
Lycoming County Resource Management Services	Lycoming County Resource Management Services	64	13+	MSW, C/D, SS, IA, PMW, A, BW, RW (All generated).	<41,000 ⁽³⁾	<410,000
York County Resource and Recovery Center	York County Solid Waste and Refuse Authority	82.3	N/A	MSW (5,000) Res (2,000)	5,000	50,000
Total MSW Capacity ^[4]					<324,535	<3,245,350

^[1] Years of remaining permitted capacity only assume approved expansions. Pending expansions would increase available disposal capacity upon approval.

^[2] Waste Types: MSW - Municipal Waste, SS - Sewage Sludge, C/D - Construction/Demolition, ICW - Infectious/Chemotherapeutic, PMW - Processed Medical Waste, A - Asbestos, IA - Incinerator Ash, RW - Residual Waste, BW - Bulky. Accepted materials may include incidental quantities of specific waste types delivered mixed with MSW.

^[3] The annual estimated capacity available to Mifflin and Juniata Counties from each disposal facility multiplied by 10, the number of years in the planning period, and the term length of Disposal Capacity Agreements. It is noted that Lycoming County Resource Management Services indicated that it could provide all of the disposal capacity needed for Mifflin-Juniata County MSW annually for the ten-year period, estimated to average 41,000 per year.

^[4] The aggregate of all non-hazardous residential/commercial/institutional municipal solid wastes, including C/D, regulated medical waste, asbestos, sewage sludge, and other accepted "special handling" municipal wastes, excluding residual. This represents the total municipal waste disposal capacity, including all accepted waste types under "municipal waste."

The Centre County Recycling & Refuse Authority (CCRRA) is not a disposal facility but proposed to receive and transfer 30,600 tons of Municipal Solid Waste and 30,600 residential Construction and Demolition Debris for a total of 61,200 tons annually or 612,000 over the ten-year period. CCRRA contracts with Waste Management (WM) for disposal and processing.

6.4.3 Procedure to Add Disposal Facilities to Plan

Haulers, disposal facilities, and/or municipalities have the option to petition MCSWA to add a disposal or processing facility to the list of disposal facilities listed in the Plan via the process described in this Plan. Any facility approved and added to the Plan using the procedure below may accept MSW in accordance with the expected Disposal Capacity Agreement. However, no specific quantities will be guaranteed to any one disposal facility. The procedure to request and become a disposal facility listed in the Plan is as follows:

1. The entity shall submit a written (e.g., email or letter) request to the MCSWA to be included in the Plan as a permitted disposal facility.
2. Within fifteen (15) working days of receiving the request, the MCSWA will forward a copy of the solicitation documents (e.g., RFP package) to the facility or entity requesting a disposal facility to be added to the existing Plan.
3. Upon receipt of the completed solicitation documents by the MCSWA from the facility, the MCSWA will review and provide a response (approval or denial) to the facility within 20 business days.
4. For any approved facility to be added to the Plan, the MCSWA will mail an executed Disposal Capacity Agreement with signatures by Mifflin County and Juniata representatives to be signed by an authorized disposal facility representative and returned to the MCSWA as a fully executed agreement.
5. Upon receipt of an executed Disposal Capacity Agreement, the MCSWA will notify all County municipalities and PADEP that an additional disposal facility has been added to the Plan as a non-substantial Plan revision. The Disposal Capacity Agreement shall be provided to PADEP and attached to the Plan.

6.5 Materials Management & Diversion Strategies

Challenges: The regional waste system faces a wide variety of challenges related to the collection, transportation, and processing of wastes and recyclables generated in Mifflin and Juniata Counties. The rural setting, demographics (i.e., low housing and business density), hilly terrain, and limited access to large in-county material processors drive up the costs for collection services, particularly for lightweight and voluminous recyclable materials. Curbside recycling services and other at-your-door collection services for special items like tires and appliances are cost-prohibitive for many customers. These challenges are most noticeable in Juniata County, which has limited access to curbside or drop-off recycling services. In addition, for many Juniata County residents, the travel distance and fuel costs deter the use or limit the

frequency of using the MCSWA Transfer Station & Recycling Center waste and recycling drop-off services.

6.5.1 Regional Waste & Recycling Goals

The overarching materials (waste and recycling) management goals for the Mifflin-Juniata Regional Municipal Waste Management System are:

- To continue the existing services, including the operation of the MCSWA Transfer Station & Recycling Center, which is instrumental in providing comprehensive waste and recycling services,
- And to expand services to manage waste properly and divert materials to recycling on a limited basis when funding, staffing, and other resources are available to support the new or expanded programs and services.

MATERIALS MANAGEMENT GOALS

- **Encourage and develop economically feasible municipal waste collection, transfer, reduction, and diversion programs.** Assure the financial stability of the MCSWA Transfer Station & Recycling Center by maintaining its cost-competitive services that attract customers, tonnages, and the corresponding revenues to sustain MCSWA's comprehensive waste and recycling services. Structure new or expanded programs and even long-term agreements to manage costs responsibly through efficiency, market competition, avoided disposal fees, and leveraging the market value of recovered commodities.
- **Prioritize the proper recovery of hard-to-manage materials and special items often disposed of illegally and/or may be very expensive for homeowners to dispose of individually.** Examples include electronics, tires, bulk items, and appliances.
- **Continue programs that deter illegal dumping and promote the cleanup of illegal dumps and roadside litter.** Preserve the natural and scenic areas of the County that attract visitors who are vital to tourism and the local economy.
- **Raise public and stakeholder awareness,** including the availability of waste and recycling services offered by MCSWA and private companies that promote proper disposal or diversion to recycling, including the processing of organics, including yard waste and woody waste. Improve education regarding County-specific solid waste system challenges, opportunities, and solutions to preserve and protect the County's natural environment and resources.

6.5.2 Materials Management Strategies

Improving efficiencies to overcome materials management challenges and continuing the successful waste and recycling programs and services that are well established is the framework for establishing planning strategies for consideration over the 10-year planning period.

Table 6-4 presents materials management strategies reviewed during the development of this Plan revision and for consideration over the 10-year planning



period. Proposed strategies are focused on the continued delivery of comprehensive waste and recycling services by the MCSWA, which are essential to the proper recovery of waste and the diversion of recyclables from both Counties.

Table 6-4 Materials Management Strategies

Materials Management Strategies	Description
<p>Continue Financial Assurance Measures to Sustain MCSWA Transfer Station & Recycling Center</p>	<ul style="list-style-type: none"> Continue to monitor MCSWA internal costs and adjust tip fees as needed. Secure grant and non-grant revenues to offset costs and build funding reserves to operate the MCSWA Transfer Station & Recycling Center over the 10-year planning period. Evaluate and establish arrangements with disposal facilities and recyclable processors in the best interest of MCSWA's economic sustainability and competitiveness so MCSWA can continue to offer cost-competitive and comprehensive services. Continue to provide large-volume discounts to haulers to secure waste deliveries and revenues.
<p>Continue drop-off recycling and add drop-off sites if economically feasible.</p>	<ul style="list-style-type: none"> Continue the drop-off sites for targeted recyclables in Mifflin County and continually evaluate the cost and benefit of adding recycling sites. Evaluate the feasibility of recyclables drop-off sites in Juniata County with these considerations to reduce costs: proximity to existing drop-off sites to reduce transportation costs, located within 15 miles of the MCSWA Transfer Station & Recycling Center, limited to high-value commodities like cardboard, and being in a location that can be monitored to keep the sites and containers clean.
<p>Develop Household Hazardous Waste (HHW) Collection Program</p>	<ul style="list-style-type: none"> Implement HHW collections in Mifflin County. Evaluate the feasibility of conducting similar HHW collection events in Juniata County. Consider the collection of other materials like electronics during the HHW events. Evaluate hosting the collection events at different locations to increase participation.
<p>Expand Waste and Recycling Education to maximize residential and business participation in the region's public and private waste services.</p>	<ul style="list-style-type: none"> Evaluate opportunities to educate and raise awareness among residents, businesses, and other stakeholders in both counties about the services MCSWA offers for wastes, recyclables, organics, and special items to increase the use of MCSWA-provided services. This will increase recycling, reduce dumping, and increase revenues essential to sustain the beneficial waste and recycling services available to Mifflin and Juniata residents and businesses.
<p>Encourage Business Recycling</p>	<ul style="list-style-type: none"> Through the Conservation Districts, County Recycling coordinators and other stakeholders reach out to local businesses regarding recycling efforts, such as cardboard recycling, that MCSWA or a private hauler may provide. Contact businesses to confirm recycling efforts and to report annual quantities to each County Recycling Coordinator. MCSWA will continue offering cardboard collection services, expanding to include other businesses if economically feasible.
<p>Continue MCSWA School Recycling Program</p>	<ul style="list-style-type: none"> MCSWA to continue providing recycling services to interested schools in Mifflin County. Evaluate expanding recycling services to Mifflin and Juniata schools if determined to be economically and operationally feasible.



Materials Management Strategies	Description
<p>Continue efforts to prevent illegal dumping and littering and to clean up dumpsites to preserve property values and the natural beauty of Juniata and Mifflin County landscapes and watersheds.</p>	<ul style="list-style-type: none"> PA Cleanways' role appears to be diminishing in assisting with illegal dumping prevention and cleanup. The MCSWA, Juniata County, and the private sector should continue to promote and offer processing services for commonly dumped items like appliances and bulk items via drop-off programs and self-haul to the MCSWA Transfer Station & Recycling Center. Engage PA Cleanways, Conservation Districts, and other enforcement agencies like the police and Game Commission to develop strategies, identify dump sites and perpetrators, and take corrective actions.
<p>Continue efforts to Minimize Contamination of Recyclable Materials</p>	<ul style="list-style-type: none"> Continue the combined education, signage, and source-separation methods to preserve the value of recovered recyclable commodities and to maintain strong relationships with processors, markets, and brokers.
<p>Continue existing education efforts and expand outreach to engage schools, residents, and businesses to maximize the use of available recycling services</p>	<ul style="list-style-type: none"> Expand existing education programs, including more distribution of education materials by Juniata County regarding MCSWA's waste and recycling services and private sector services like scrap recycling to increase recycling, conserve resources, and combat illegal dumping.
<p>Continue Cooperative Efforts between Mifflin and Juniata County to promote proper waste management and recycling</p>	<ul style="list-style-type: none"> MCSWA should continue to be a technical resource to Juniata County and collaborate to increase participation by residents, businesses, and institutions to maximize the use of the MCSWA Transfer Station & Recycling Center and other public and private waste and recycling service providers.

Drop-Off Recycling Remains a Key Strategy: Drop-off programs are a cost-effective recycling solution in this rural setting. Generators, residents, or businesses assume the responsibility and the portion of the cost for pre-sorting and transporting materials to drop-off points, improving overall collection efficiency. Critical elements of successful drop-off programs include:

- 1) targeting high-value commodities like cardboard that are commonly generated.
- 2) targeting special items like tires, electronics, and scrap metal that have value and/or are harmful when disposed improperly and for which residents have limited convenient or affordable service in place.
- 3) locating drop-off points accessible to the public; adjacent to storefronts that are frequently visited to increase participation and quantity of material recovered.
- 4) Include custom openings, standard signage, and monitoring to preserve the quality of material(s) by reducing contamination in the collection containers and on the ground adjacent to containers.

Illegal Dumping Prevention/Cleanup: The MCSWA actively combats illegal dumping by providing comprehensive waste and recycling services. Continue to provide waste diversion and recycling services as an alternative to littering and dumping. Additional illegal dumping prevention and cleanup initiatives may include:

- Engage local municipalities, businesses, and Commissioners by sharing information on the value of dumping prevention and specific information on the alternatives and services available to Juniata and Mifflin Counties to combat litter and illegal dumping.
- Leverage partnerships among Juniata County and Mifflin County organizations to align the strategies to combat littering and dumping. Key organizations include MCSWA, County Conservation Districts, County Planning Departments, and County Conservation Districts. Put littering and illegal dumping on the agenda for discussion at least twice per year. Financial and supply resources needed to support litter prevention and cleanup activities should be discussed.
- Encourage alignment among the local municipalities and County ordinances to incorporate standard provisions to address illegal dumping.
- Require transient population groups like hunting clubs to secure waste services at their camps and cabins.
- Foster cooperative prevention and enforcement efforts by garnishing support from local agencies (e.g., District Court, PA Fish and Boat Commission, PA Game Commission, police, and County Sheriff Department).
- Expand collection services for materials commonly found in illegal dumps. For example, stage containers at satellite locations accessible to the public for consolidating materials like scrap metal for delivery to the Mifflin County Transfer Station & Recycling Center.

6.6 Funding Mechanisms

A primary responsibility of the Regional Municipal Waste Management System includes the financial assurance of the MCSWA Transfer Station & Recycling Center, which serves as an essential and centrally located facility providing comprehensive waste and recycling services that benefit Mifflin and Juniata Counties. The MCSWA's costs for collection, waste-transfer, and recyclables processing and marketing services and infrastructure are offset by diverse funding sources and full-cost accounting practices:

- User Fees – Transfer tip fees and fees for certain recycling services
- Sales revenues from recyclable commodities
- Mulch Operations, including the sale of organics products
- Act 101 Recycling Grants

On an ongoing basis, the MCSWA evaluates feasible waste and recycling programs and its short and long-term financial responsibilities and requirements for the continued operation of the MCSWA Transfer Station & Recycling Center. The MCSWA will continue this financial strategy of balancing expenses and revenues annually while also making decisions and long-term arrangements in the best interest of the MCSWA and the constituents and customers. Under this Plan revision, the MCSWA does not propose any new major infrastructure investments or significant investments in new waste or recycling programs or infrastructure that significantly change funding



requirements. However, it is acknowledged that the COVID-19 Pandemic and other economic factors prior to and through 2023 have elevated costs across the waste and recycling industry. Operating costs are much higher than in recent history, and markets, costs, and supply chains continue to be highly volatile and unpredictable. The MCSWA is committed to a process of careful planning and proceeding with caution in consideration of long-term financial assurance that will allow the MCSWA to continue to provide comprehensive waste and recycling services that benefit the region. Juniata County will continue to secure funding for annual electronics recycling days.



CHAPTER 7 – IMPLEMENTING ENTITY

The Mifflin County Solid Waste Authority (MCSWA) and Juniata County are responsible for Plan implementation and development of subsequent Plan revisions in accordance with Act 101 and PADEP requirements. The legal authority for this is derived from the Intermunicipal Agreement (IMA) For Implementation of A Regional Municipal Waste Management Plan, 2014 (**Appendix A**) and the Delegation of Powers Resolution #35-2023 (**Appendix B**). The MCSWA, through its operation of the Mifflin County Transfer Station & Recycling Center, is recognized as a key component and provider of integrated solid waste management and recycling services that benefit the 2-County Region.

Plan implementation functions and activities under the responsibility of the MCSWA and Juniata County are presented in **Table 7-1**.

Table 7-1 Plan Implementation Responsibilities

Implementation Item	Function
Municipal Waste Management Plan Development & Implementation	Advance and implement feasible initiatives identified in the Plan and complete subsequent Plan revisions as required. When feasible and practical, cooperate on two-county waste and recycling programs.
Mifflin County Transfer Station & Recycling Center	The MCSWA is to continue to operate and fund its transfer station, which serves as an essential hub for waste transfer and recycling services that benefit both counties.
Operate Individual County Recycling Programs and Evaluate Opportunities to Cooperate to Benefit Waste and Recycling Programs	Juniata County and Mifflin County are to continue to implement feasible waste management and recycling programs independently but to work cooperatively with each other and other entities when feasible materials management programs such as periodic collection events can be coordinated to include participation from both counties. Juniata County is to continue to work cooperatively with the Juniata County Conservation District.
Commercial Establishment Recycling & Reporting	Each County Recycling Coordinator is responsible for identifying the commercial establishments with recycling services and encouraging these businesses to report quantities of recycled materials so they may be included in the Act 101 Annual Recycling Reports used to calculate the County recycling rate.
MCSWA & Juniata County Funding	The MCSWA bears the financial responsibility for maintaining adequate funding to sustain the Mifflin County Transfer Station & Recycling Center through contracts, inter-municipal agreements, tip fees, sale of recyclables, grants, and other means necessary. Juniata County's responsibilities include the following: <ul style="list-style-type: none"> • Funding its Recycling Coordinator and its individual waste and recycling programs, which primarily include periodic household hazardous waste events, and to pay MCSWA for additional services such as drop-off programs, • Allocating resources to support Plan implementation, including funds to support education, plan initiatives, and development of subsequent Plan revisions, and • Pursuing grants to offset eligible costs and ensure the economic feasibility of new or expanded beneficial waste and recycling programs using equitable user fees.
Illegal Dumping	Encourage dumping prevention and cleanup through education, stakeholder engagement, resource sharing, and continuing existing or establishing new feasible recovery programs at the local municipal and county levels that target the recovery of tires, C/D, electronics, and household hazardous wastes. Coordinate with stakeholders, including local businesses, environmental groups, and illegal dumping affiliates, including Keep Pennsylvania Beautiful (KAB).

- **Regional Plan Administration and Implementation of Environmentally Sound Waste and Recycling Programs** — As clarified in the Intermunicipal Agreement (IMA) For Implementation of a Regional Municipal Waste Management Plan (2014), the MCSWA and Juniata County are responsible for:
 - Providing for long-term integrated waste management and recycling needs of the 2-County Region through waste delivery assurance measures, waste hauling and disposal contracts, enhanced recycling efforts, and other measures.
 - Cooperating in the implementation of the Regional Municipal Waste Management Plan in the interest of providing practical, environmentally sound solid waste, recycling, and related services to the residents and businesses of the 2-County Region, including implementation of the recommendations of the Regional Municipal Waste Management Plan.

Additional responsibilities include:

- Providing general education to the public about County recycling and composting opportunities.
- Collecting recycling data, including from willing commercial establishments, and preparing the required reports to submit to the DEP, which includes the annual Act 101 Recycling Reports.
- Identifying revenue sources to sustain programs, including applying for grants to offset costs for beneficial programs to support environmentally sound waste, recyclables, and organics programs and planning efforts that aim to increase diversion from landfill when feasible. Administering grants received and reporting on results.



CHAPTER 8 – PUBLIC FUNCTION

The Mifflin County Solid Waste Authority (MCSWA) owns and operates the Mifflin County Transfer Station & Recycling Center. The Mifflin County Transfer Station & Recycling Center serves as a primary consolidation and transfer facility for municipal solid wastes and recyclables generated by Mifflin and Juniata Counties. The Mifflin County Transfer Station & Recycling Center transfers wastes for disposal to the permitted disposal facilities identified in this Plan, which have sufficient permitted capacity to manage all of the Mifflin-Juniata County-generated municipal (and residual) wastes over the 10-year planning period (2025 – 2034). Historically, the Wayne Township Landfill (WTL) has served as the primary disposal facility for municipal waste generated by the 2-county region.

Incidental quantities of municipal waste and special materials, including sludge, septage, and chemotherapeutic wastes, will continue to be managed by the private sector. The private and public sectors are expected to remain responsible for managing recyclable materials generated by commercial and institutional entities.





CHAPTER 9 – IMPLEMENTING DOCUMENTS

9.1 County Implementing Documents

The documents governing municipal waste management in association with this Plan are collectively referred to as “Plan-Implementing Documents.” In accordance with Title 25, Chapter 272.231, and Chapter 272.245, the Plan shall include ordinances, contracts, and other requirements used to ensure disposal capacity is available to process or dispose County-generated MSW over the 10-year planning period. Plan-implementing documents under the responsibility of the Mifflin County Solid Waste Authority (MCSWA) and Juniata County are presented in **Table 9-1**.

The MCSWA does not implement Administrative Fees, and has no intention of implementing Administrative Fees, such as those fees recovered from the landfills that may be listed in this Plan. Any fees referred to in the Delegations of Powers Resolution #35-2023 (**Appendix B**) or Mifflin County Municipal Waste Management Ordinance No. 2 of 2008 (**Appendix C**) or other implementing documents are not administrative fees recovered from disposal facilities. Section 14. Severability of the Mifflin County Municipal Waste Management Ordinance No. 2 of 2008 (**Appendix C**), addresses instances such as this where a court finds a provision of an ordinance invalid and unenforceable, but the remainder of the Ordinance is valid and enforceable.

Final and/or executed County Plan-implementing documents shall be submitted to PADEP within one year of Plan approval and appended to the Plan. PADEP issued a Plan Revision Approval letter on November 09, 2023 (**Appendix G**).

Table 9-1 Mifflin-Juniata County Plan-Implementing Documents

Implementing Document	Description
Mifflin-Juniata County Intermunicipal Agreement	The agreement formalizes the cooperative effort between the Counties to plan and implement solid waste and recycling programs for the residents and businesses of the two Counties. (Appendix A)
Delegation of Powers Resolution #35-2023	The resolution is an agreement between Mifflin County and the MCSWA. It delegates MCSWA the authority to update and implement its County Plan and to manage and operate the County’s solid waste and recycling programs. (Appendix B)
County municipal waste management ordinances	The County ordinances establish each County’s solid waste management responsibilities. (Appendix C and Appendix D)
Disposal Capacity Agreements	The Agreements executed via an open, fair, and competitive solicitation and advertised in accordance with Act 101. Facilities that responded and executed Agreements are listed in the Plan. (Appendix G)
Plan Resolution	Signatures by the Commissioners from both counties signify that the Plan has been reviewed and approved. (Appendix F)



9.2 Other Implementing Documents

Additional implementing documents related to municipal waste and recycling may be developed during the 10-year planning period. Each County, individual municipality, or other entity shall exercise its respective authority for the development, adoption, and execution of documents deemed necessary to carry forth waste management obligations. Examples include municipal solid waste ordinances, solid waste collection, recycling, and disposal contracts, and cooperative or affiliation agreements among municipalities and/or environmental groups, businesses, and other stakeholders.

CHAPTER 10 – NON-INTERFERENCE

In accordance with Act 101 of 1988, Pennsylvania counties are required to ensure its Municipal Waste Management Plan does not interfere with the design, construction, operation, financing, or contractual obligations of any existing or proposed municipal waste processing, disposal, or resource recovery facility that is part of a municipal waste management Plan submitted to PADEP. No State-permitted disposal facilities are located in or proposed to be constructed within Mifflin or Juniata County. There are facilities in the 2-County region and surrounding counties that accept recyclables and other materials for processing and/or disposal.

This Plan does not restrict the use of the remaining permitted processing capacity, disposal capacity, or capacity resulting from facility expansion. The County shall not interfere with the efforts of existing processing or disposal facilities to process or dispose municipal waste from customers with municipal waste originating outside the County, provided these arrangements do not conflict with the executed Disposal Capacity Agreements associated with this Plan.

This Plan meets the requirements of 25 Pa Code 272.232 and Act 101 502(k) pertaining to orderly extension of plans and planning activities. The counties are apprised of other planning efforts within the County's and will continue to monitor other planning activities and efforts to assure orderly extension, non-interference and to be apprised of factors and activities that may impact this Plan.

This Plan meets the requirements of 25 Pa Code 272.226(a)(11)/Act 101 502(e)(1)(xi) relating to the consideration for the collection, marketing and disposition of recyclable materials accorded to persons engaged in the business of recycling. This Plan does not interfere and acknowledges the existence of recyclers and haulers operating in the Counties, whether or not the entities are operating for profit.



CHAPTER 11 – PUBLIC PARTICIPATION

Public participation was an essential component in the development of this Plan revision. The following SWAC categories are required for Pennsylvania plans:

- (1) All classes of municipalities within the county,
- (2) Citizen organizations,
- (3) Industry,
- (4) Private solid waste industry (in County),
- (5) Private recycling or scrap industry (in County), and
- (6) County Recycling Coordinator.

At the beginning of Plan development, representatives from MCSWA and Juniata County reached out via phone, emails, and letter correspondence to municipalities, citizen organizations, and industries, including scrap yards, to form a diversely represented Solid Waste Advisor Committee (SWAC) in accordance with Plan requirements.

The MCSWA solicited SWAC members over a period of several months via form letters (see Appendix E), emails, and phone calls in order to obtain representation on the SWAC by all industry and organization groups specified by Act 101. The MCSWA was unsuccessful in obtaining SWAC representation from in-county private recycling or scrap industry.

The process to identify SWAC members included:

- 7/1/22 - Notice email and letter sent to all municipalities in both counties asking for nominees to the SWAC from municipalities and all SWAC categories.
- 7/12/22 - Follow-up notice for SWAC representation was sent to all municipalities with a new deadline to respond of 8/16/22.
- 8/10/22 – Direct email to Conservation District requesting SWAC participation.
- 8/10/22 – Direct email to Pheasant Valley Recycling representative requesting SWAC participation.
- 8/10/23 – Direct email to Parks Garbage Service representatives requesting SWAC participation.
- 9/6/22 – Final SWAC notification, including invitation to the 1st SWAC meeting.

Input from individuals, the SWAC, County representatives, and stakeholders influenced planning information, concepts, strategies, and initiatives proposed for the 10-year planning period. SWAC Meeting Minutes and correspondence pertaining to the Plan update are included in **Appendix E**. Public participation shaped realistic, implementable, and cost-effective Plan initiatives compatible with the 2-County Region solid waste system. **Table 11-1** presents the SWAC meeting schedule.



Table 11-1 Mifflin and Juniata Counties SWAC Meeting Schedule

Meeting	Date
SWAC (1)	10/11/22
SWAC (2)	4/18/23
SWAC (3)	08/29/23

Key participants and elements of public participation included:

- Solid Waste Advisory Committee (SWAC),
- MCSWA and Juniata County representatives.
- Municipal representatives from townships and boroughs participating in surveys and Plan reviews.
- Conservation District representative.

Important outcomes from public participation efforts included:

- SWAC meeting discussions guided the selection and justification of the County waste management system.
- The SWAC weighed in on Plan goals, materials management strategies, and planning priorities.
- Surveys to the municipal representatives provided information describing the current waste and recycling programs.



APPENDIX A

Intermunicipal Agreement
(Mifflin County and Juniata County)



This page is intentionally left blank.

**AGREEMENT BETWEEN
THE COUNTIES OF MIFFLIN AND JUNIATA
FOR IMPLEMENTATION OF A REGIONAL MUNICIPAL WASTE MANAGEMENT
PLAN**

THIS AGREEMENT is made between Mifflin and Juniata Counties to document continuation of a working relationship in planning for, managing and providing solid waste, recycling, and related services to the residents and businesses of Mifflin and Juniata Counties, and in implementing the Regional Municipal Waste Management Plan that has been prepared by the two counties.

BACKGROUND

A. Mifflin and Juniata Counties (the Counties) have a long successful history of working together on regional planning efforts.

B. Mifflin and Juniata Counties have prepared a Regional Municipal Waste Management Plan (Regional Plan) to provide for the long-term integrated waste management and recycling needs of the 2-County Region through waste delivery assurance measures, waste hauling and disposal contracts, enhanced recycling efforts, and other measures.

C. The Regional Plan identified the Mifflin County Solid Waste Authority Transfer Station and Recycling Depot (Facility), and the related waste and recycling operations and support services, as key components of integrated waste and recycling programs for the 2-County Region's residents and businesses; and

D. The Regional Plan recognized the clear benefits to both Mifflin and Juniata Counties in ensuring the long-term viability of the Authority and its operations as a key component of integrated solid waste management and recycling services in the Region.

NOW THEREFORE, the parties to this Agreement, intending to be legally bound, agree as follows:

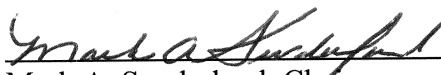
1. The parties shall cooperate in the implementation of the Regional Municipal Waste Management Plan, as outlined in the Regional Plan. This cooperation may include, if and when determined necessary, in accordance with terms outlined in the Regional Plan, the possibility of implementing flow control measures through enactment of a county ordinance.
2. The parties agree to continue to work together in the spirit of cooperation and in the interest of providing practical, environmentally sound solid waste, recycling and related services to the residents and businesses of the 2-County Region, in implementing the recommendations of the Regional Municipal Waste Management Plan.

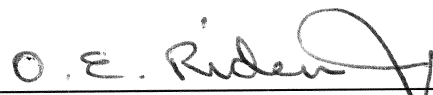
THIS AGREEMENT may be amended at any time by the mutual consent of the parties. The parties execute this agreement the 12 day June, 2014

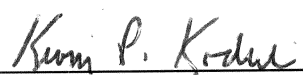
ATTEST:

MIFFLIN COUNTY COMMISSIONERS


Cathy L. Romig, Chief Clerk


Mark A. Sunderland, Chairman

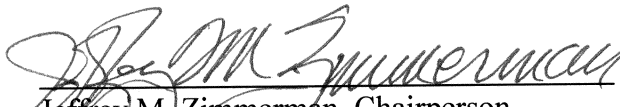

Otis E. Riden, Jr., Vice Chairman

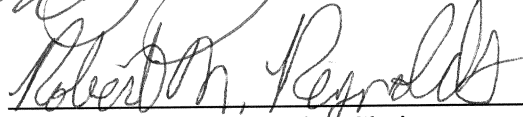

Kevin Kodish, Secretary

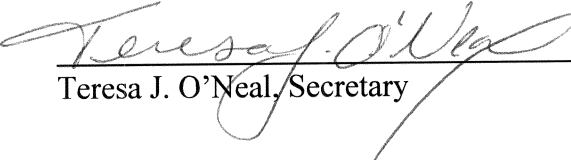
ATTEST:

JUNIATA COUNTY COMMISSIONERS


S. James Bahorik, County Administrator


Jeffrey M. Zimmerman, Chairperson


Robert N. Reynolds, Vice Chairperson


Teresa J. O'Neal, Secretary



APPENDIX B

Delegation Agreement
(MCSWA and Mifflin County)



This page is intentionally left blank.

Amended and Restated Delegation of Powers Resolution # 35 of 2023

AGREEMENT

This Agreement is made on this 2nd day of November, 2023, between MIFFLIN COUNTY, a County of the Commonwealth of Pennsylvania, with a principal place of business at 20 North Wayne Street, Lewistown, Mifflin County, Pennsylvania (the “County”)

AND

MIFFLIN COUNTY SOLID WASTE AUTHORITY, a Municipal Authority created under the laws of the Commonwealth of Pennsylvania with a principle place of business at 87 Landfill Road, Lewistown, Mifflin County, Pennsylvania (“MCSWA”).

BACKGROUND

WHEREAS the County is given the primary responsibility, power and duty to carry out the goals of ACT 101, known as Municipal Waste Planning, Recycling, and Waste Reduction Act, in the County under 53 P.S. 4000.303.

WHEREAS, pursuant to Section 4000.303 (d), the County has the power to delegate the fulfillment of the County’s responsibilities for municipal waste planning and implementation of the approved county plan by written agreement.

WHEREAS, the County has created the Mifflin County Solid Waste Authority (MCSWA), which was organized on December 30, 1975 pursuant to the Municipality Authorities Act of 1945, as amended to, among other duties, operate facilities and equipment for the collection, removal or disposal of waste materials.

WHEREAS, the parties to this Agreement entered into a Delegation of Powers Resolution and Agreement 04-07 dated February 24, 2004, which the parties intend to amend and restate in this Agreement (the “2004 Delegation Agreement”).

NOW, THEREFORE, in consideration of the terms set forth below, it is agreed as follows:

1. The County confers upon MCSWA all of the County’s delegable duties and powers pursuant to Section 4000.303(d) of Act 101, including the authority to enforce ordinances, resolutions, regulations and standards promulgated by the County for municipal waste planning and implementation of the county plan; the authority to apply for, accept, and spend grants from the Commonwealth as described in Chapter 9 of Act 101; and any other duties created or powers necessary, now or in the future, for MCSWA to regulate municipal waste planning and disposal under Act 101.
2. MCSWA promises to fulfill all duties, use the powers conferred upon it, and to actively enforce compliance of any ordinance, resolutions, regulations and standards promulgated by the County

or the Commonwealth of Pennsylvania, to implement and regulate municipal waste planning and the county plan.

3. The County may enact, and MCSWA shall enforce any ordinances as may be needed to further the goals of Act 101 and to aid the County and MCSWA in the fulfillment of responsibilities for municipal waste planning.
4. This Agreement shall supersede the 2004 Delegation Agreement.

IN WITNESS, the parties, intending to be legally bound, have executed this Agreement on the date set forth above.

MIFFLIN COUNTY SOLID WASTE
AUTHORITY:

By: _____

FRANK C. WELSH CHAIRMAN
Print name and title

By: _____

RANDY L. LEISTER VICE CHAIRMAN
Print name and title

MIFFLIN COUNTY COMMISSIONERS:

By: _____

Mark A. Sunderland, Chairman

By: _____

Robert P. Postal, Vice-Chairman

By: _____

Kevin P. Kodish, Secretary



APPENDIX C

Mifflin County Municipal Waste Management Ordinance



This page is intentionally left blank.

COUNTY OF MIFFLIN
COMMONWEALTH OF PENNSYLVANIA
AMENDED AND RESTATED
MUNICIPAL WASTE MANAGEMENT ORDINANCE

ORDINANCE NUMBER 02 of 2008

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 (“Act 101”) was approved on July 28, 1988; and

WHEREAS, Act 101 grants the County of Mifflin, Commonwealth of Pennsylvania (the “County”) (a) primary responsibility for planning for municipal waste management within its boundaries and (b) the power and duty to insure the availability of adequate permitted processing and disposal capacity for municipal waste generated within its boundaries.

WHEREAS, Section 303 (d) of Act 101 authorizes counties to enter into an agreement with another person, including a municipal authority, pursuant to which that person undertakes to fulfill some or all of a county’s responsibilities under Act 101 for municipal waste planning and implementation of the approved county solid waste management plan; and

WHEREAS, Mifflin County established the Mifflin County Solid Waste Authority (the “Authority”) on May 12, 1971, under the provisions of the Municipal Authorities Act, as amended, 53 Pa.C.S. Section 5601; and

WHEREAS, the County and Mifflin County Solid Waste Authority in furtherance of the requirements imposed on the County by Act 101, have entered into a number of written agreements which empower and require the Authority, among other things, to

fulfill certain duties of the County under Act 101 including assisting the County in the preparation of the County's Municipal Waste Management Plan (the "Plan"); and

WHEREAS, the Plan has been adopted by the Governing Body of the County, ratified by a majority of the municipalities within the County representing more than one half of the population of the County all in accordance with Section 503 of Act 101, and has been approved by the Pennsylvania Department of Environmental Protection in accordance with Section 505 of Act 101 (the "Approved Plan"); and

WHEREAS, in accordance with the Approved Plan and Act 101, each Municipality (defined herein) within the County (a) will have continuing responsibilities for the collection, transportation, and storage of municipal waste generated within the municipal boundaries and for the regulation, collection and recycling of Source Separated Recyclable Materials and (b) may be subject to certain penalties under Act 101; and

WHEREAS, the County desires to undertake the implementation of the Plan with the assistance and participation of the Authority; and

WHEREAS, Mifflin County has a viable for-profit scrap processing and recycling industry, which is not to be impaired, but is to be encouraged as provided under Act 101, §102-(22) and (23) ; and

WHEREAS, the County has determined that mandatory collection of all municipal solid waste generated in each Municipality within the County is necessary and appropriate in order for the County to comply with Act 101 and meet the Plan objectives; and

WHEREAS, the County must require each Municipality within the County enact an ordinance requiring the collection of all municipal solid waste generated within the

Municipality; and

WHEREAS, the requirements imposed on the County by Act 101, and delegated, in part, to the Authority, requires the enactment of a municipal waste management ordinance in furtherance of the municipal waste management objectives set forth in the Approved Plan, and it being in the public interest to adopt a municipal waste management ordinance; and

WHEREAS, the Authority, in connection with the Plan and to defray the costs of implementing and operating the Plan, has recommended that the County adopt this Amended and Restated Municipal Waste Management Ordinance which provides for the Authority to adopt rules and regulations and impose fees to discharge responsibilities under the Plan.

NOW, THEREFORE, it is hereby enacted and ordained by the Board of County Commissioners of the County of Mifflin, Commonwealth of Pennsylvania as follows:

Section 1. Definitions. The following capitalized terms, when used in this Ordinance, shall have the meanings set forth below:

(a) “Act 101”. The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, 53 P.S. §4000.101 et. seq. as now or hereafter amended.

(b) “The Authority”. The Mifflin County Solid Waste Authority, a municipal authority incorporated by the County and organized and existing under the Municipality Authorities Act, as amended.

(c) “The Authority Rules and Regulations”. The rules and regulations

adopted and revised from time to time by the Authority.

(d) “County”. The County of Mifflin, Commonwealth of Pennsylvania.

(e) “Existing Contract”. Any contract of any Municipality, for the storage, collection, transportation, processing or disposal of Regulated Municipal Waste or Source Separated Recyclable Materials generated or located within the County which (i) was legally entered into, (ii) when entered into was legally enforceable, and (iii) was in force on September 26, 1988 or prior to the adoption, pursuant to Act 101, of the Plan, excluding renewals of such contracts.

(f) “Licensed Hauler”. Any person engaged in the collection, storage or transportation of Municipal Waste or Source Separated Recyclable Materials, who is licensed by the Pennsylvania Department of Environmental Protection.

(g) “Municipal Collection Ordinance”. An ordinance, in form and content to be in compliance with the Plan, enacted by a Municipality within the County, requiring all Regulated Waste generated within the Municipality be collected in a manner sufficient to comply with the County’s Plan.

(h) “Municipal Waste Facility”. Any municipal waste storage, collection, transfer, processing or disposal facility or site (i) constructed, owned, or operated by or on behalf of the Authority or (ii) which may be utilized by County residents and business institutions, pursuant to the Approved Plan, or (iii) to which Municipal Waste may be delivered in accordance with the Authority Rules and Regulations. This term shall include the plural form.

(i) “Municipal Waste”. Municipal Waste as defined in Section 103 of Act 101, as amended and/or supplemented by Department of Environmental Protection Rules

and Regulations. Municipal Waste shall include the terms litter and rubbish.

(j) “Municipality”. A County, City, Borough, incorporated town, township or Home Rule Municipality.

(k) “Person”. Any individual, firm, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. In connection with any provisions of this Ordinance prescribing a fine, penalty, imprisonment, denial or grant of any license, 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.

(l) “Plan” or “Approved Plan”. The Mifflin County Waste Management Plan of February 20, 2003, as now approved and hereafter amended.

(m) “Recycling”. The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed of or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the creation of energy.

(n) “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 “Recycling Facility” shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities. This term shall include the plural form.

(o) “Source Separated Recyclable Materials”. Materials generated or collected within the County that (i) are separated from regulated Municipal Waste at the point of origin for the purpose of recycling in accordance with the Plan and (ii) are recycled. This term shall include the singular form.

(p) “System”. The overall solid waste management system, and every aspect thereof, owned or operated or utilized by or on behalf of the Authority in implementation of the Plan, including without limitation, equipment, vehicles, offices, staff, transfer stations, landfills and the like.

Section 2. Amended and Restated Ordinance. This ordinance shall constitute an amended and restated Municipal Waste Management Ordinance of the County, which replaces and supersedes Mifflin County, Pennsylvania Ordinance # 1 of 2004.

Section 3. Implementation. The County shall have the power and its duty shall be to implement the Plan and this Ordinance. The County may delegate to the Authority, from time to time, by written agreement or resolution accepted by the Authority, any power, duty or authority the County possesses under law, the Plan, or this Ordinance.

Section 4. The Authority Rules and Regulations.

(a) In order to carry forth the powers and its duties to implement the Plan and this Ordinance, the Authority shall have the power in its discretion to adopt and enforce the Authority Rules and Regulations, but only after due notice as required by Section 13 of this Ordinance.

(b) The Authority Rules and Regulations shall be consistent with the Approved Plan and this Ordinance, and govern the imposition and collection of the Fee imposed under this Ordinance. Such Rules and Regulations shall also establish fees and

penalties for violations of the Authority Rules and Regulations (which fees and penalties may be established as determined by the Authority in an amount designed to protect the public health and safety of the System and to compensate the Authority for the costs, damages and lost revenues related to any such violation).

(c) The Authority Rules and Regulations shall ensure the efficient, effective, reliable and safe operation of the System. All fees shall be reasonable and uniform, provided, however, that Municipalities with established, comprehensive and mandated source separation and recycling programs under Act 101 may be exempted from payment of the Fee.

Section 5. Existing Contracts. Nothing in this Ordinance shall be construed to impair the obligations of any Existing Contracts.

Section 6. Recycling.

(a) Any provision in this Ordinance relating to Recycling, a Recycling Facility, or Source Separated Recyclable Materials shall be applicable only in the event the County, or the Authority on behalf of the County, institutes a County recycling program in accordance with the provisions of Section 303(a)(4) of Act 101.

(b) This Ordinance shall constitute an ordinance authorizing a County recycling program to be implemented in such manner as the Authority shall include in the Authority Rules and Regulations. Neither this Ordinance nor any recycling program implemented in the Authority Rules and Regulations shall interfere with any Municipality's recycling program authorized pursuant to Section 1501 of Act 101.

Section 7. Municipal Collection Ordinance.

(a) Each Municipality shall enact a Municipal Collection Ordinance, in

form and content to be in compliance with the Plan, which shall:

(i) apply to all improved property suitable for human habitation, including residential properties in use as a residence or place for human habitation during a substantial part of each calendar year, business and commercial properties, and institutional and governmental properties;

(ii) require all Regulated Waste generated or brought within that Municipality to be disposed of in a manner and in compliance with the Plan and with said Municipal Collection Ordinance;

(iii) authorize such method(s) of collection of Regulated Waste that the Municipality shall deem appropriate; provided that each method of collection must be in compliance with the Plan and further provided that the Municipal Collection Ordinance shall not restrict or impose any limitation on the ability of a resident of the Municipality to deliver or haul his or her own Municipal Waste to a Municipal Waste Facility;

(iv) require all Regulated Waste generated or brought into the County, and therein collected, must be finally disposed in a Municipal Waste Facility approved in the Plan; and

(v) if no other collection method is approved by the Municipality, then all Regulated Waste within the Municipality shall be subject to mandatory curbside collection by a Licensed Hauler; provided, however, that residents of the Municipality shall not be restricted from delivering or hauling their own Regulated Waste to a permissible Municipal Waste Facility.

(b) Each Municipality shall enact a Municipal Collection Ordinance

meeting the requirements set forth in (a) above within three (3) years of adoption of this Ordinance by the County, and such Municipal Collection Ordinance shall be effective immediately, and further, upon enactment, the Municipality or the Authority shall implement and enforce the provisions thereof.

(c) Each Municipal Collection Ordinance shall require that every resident who disposes of Municipal Waste in the Municipality shall maintain adequate records, including hauler invoices and disposal facility receipts, for a reasonable period of time; provided, however, that such period shall be no less than three (3) years.

(d) Each Municipal Collection Ordinance shall contain such additional provisions as the County and the Pennsylvania Department of Environmental Protection may hereafter deem necessary and proper in order for the County to meet the goals of the Plan.

Section 8. Unlawful Activity. It shall be unlawful for any Person to violate, or cause, permit, or assist in the violation of any provision of this Ordinance or any provision of The Authority Rules and Regulations. All unlawful conduct shall also constitute a public nuisance and may be abated as such.

Section 9. Penalty. Any Person violating any provision of this Ordinance, or any provision of the Authority Rules and Regulations, shall, upon conviction thereof in a summary proceeding, be sentenced for each violation to pay a fine not exceeding \$500 and costs of prosecution or to undergo imprisonment in the County prison for a period not to exceed thirty (30) days, or both. Each violation of any provision of this Ordinance or of any provision of the Authority Rules and Regulations, and each day that such a violation shall exist, shall constitute a separate violation and offense and may be

punishable as a separate violation.

Section 10. Enforcement and Prosecution.

(a) The Authority or its designee shall administer and enforce (i) the provisions of this Ordinance and (ii) the provisions of the Authority Rules and Regulations.

(b) In the event the Authority shall be unable or unwilling to carry forth its obligations under Section 10(a) above, the County or its designee shall administer and enforce the provisions of this Ordinance.

Section 11. Injunctive Relief. In addition to any other remedy provided in this Ordinance, the County or the Authority may jointly or severally institute proceedings to restrain any violation of, or to require compliance with, this Ordinance, the Authority Rules and Regulations, and/or the Plan.

Section 12. Concurrent Remedies. The penalties and remedies set forth in this Ordinance are in addition to, not in lieu of, any fines, penalties or remedies provided in the Authority Rules and Regulations. The existence or exercise of any remedy shall not prevent the County or the Authority from exercising any other remedy (a) provided under (i) this Ordinance or (ii) the Authority Rules or Regulations or (b) available at law or equity.

Section 13. Notice. At least thirty (30) days prior to the effective date of any ~~the~~ Authority Rules and Regulations, the Authority shall (a) forward a copy of proposed Authority Rules and Regulations to the County and to each Municipality, and to all Municipal Waste Facilities authorized pursuant to the Approved Plan to accept and dispose of Mifflin County Municipal Waste and (b) publish in a newspaper of general


circulation within the County a notice that a copy of the proposed Authority Rules and Regulations are available for public review and comment.

Section 14. Severability. The provisions of this Ordinance are severable. If any provision of this Ordinance or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision or application of this Ordinance.

Section 15. Effective Date. This Ordinance shall become effective in accordance with applicable law.

Enacted and ordained this 20th day of November, 2008.

COUNTY OF MIFFLIN
COMMONWEALTH OF PENNSYLVANIA

By: 
Chairperson

By: 
Member

By: 
Member



APPENDIX D

Juniata County Municipal Waste Management Ordinance



This page is intentionally left blank.

COUNTY OF JUNIATA
COMMONWEALTH OF PENNSYLVANIA
MUNICIPAL WASTE MANAGEMENT ORDINANCE

ORDINANCE NUMBER 1 of 2011

WHEREAS, the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101 ("Act 101") was approved on July 28, 1988; and

WHEREAS, Act 101 grants the County of Juniata, Commonwealth of Pennsylvania (the "County") (a) primary responsibility for planning for municipal waste management within its boundaries and (b) the power and duty to insure the availability of adequate permitted processing and disposal capacity for municipal waste generated within its boundaries.

WHEREAS, the Juniata County Solid Waste Plan was adopted by the Governing Body of the County by its Resolution #5-1991 on March 19, 1991, was deemed to be ratified by a majority of the municipalities within the County representing more than one half of the population of the County, all in accordance with Section 503 of Act 101, and has been approved by the Pennsylvania Department of Environmental Protection in accordance with Section 505 of Act 101, and has been revised in November, 2001 (The Approved Plan):

WHEREAS, in accordance with the Approved Plan and Act 101, each Municipality (defined herein) within the County (a) will have continuing responsibilities for the collection, transportation, and storage of municipal waste generated within the

municipal boundaries and for the regulation, collection and recycling of Source Separated Recyclable Materials and (b) may be subject to certain penalties under Act 101; and

WHEREAS, the County desires to undertake the implementation of the Plan and;

WHEREAS, Juniata County has a viable for-profit scrap processing and recycling industry, which is not to be impaired, but is to be encouraged as provided under Act 101, §102-(22) and (23); and

WHEREAS, the County has determined that mandatory collection of all municipal solid waste generated in each Municipality within the County is necessary and appropriate in order for the County to comply with Act 101 and meet the Plan objectives; and

WHEREAS, the County must require each Municipality within the County enact an ordinance requiring the collection of all municipal solid waste generated within the Municipality; and

WHEREAS, the requirements imposed on the County by Act 101 requires the enactment of a municipal waste management ordinance in furtherance of the municipal waste management objectives set forth in the Approved Plan, and it being in the public interest to adopt a municipal waste management ordinance.

NOW, THEREFORE, it is hereby enacted and ordained by the Board of County Commissioners of the County of Juniata, Commonwealth of Pennsylvania as follows:

Section 1. Definitions. The following capitalized terms, when used in this Ordinance, shall have the meanings set forth below:

(a) "Act 101". The Municipal Waste Planning, Recycling and Waste

Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, 53 P.S. §4000.101 et. seq. as now or hereafter amended.

(b) "County". The County of Juniata, Commonwealth of Pennsylvania.

(c) "Existing Contract". Any contract of any Municipality, for the storage, collection, transportation, processing or disposal of Regulated Municipal Waste or Source Separated Recyclable Materials generated or located within the County which (i) was legally entered into, (ii) when entered into was legally enforceable, and (iii) was in force on September 26, 1988 or prior to the adoption, pursuant to Act 101, of the Plan, excluding renewals of such contracts.

(d) "Licensed Hauler". Any person engaged in the collection, storage or transportation of Municipal Waste or Source Separated Recyclable Materials, who is licensed by the Pennsylvania Department of Environmental Protection.

(e) "Municipal Collection Ordinance". An ordinance, in form and content to be in compliance with the Plan, enacted by a Municipality within the County, requiring all Regulated Waste generated within the Municipality be collected in a manner sufficient to comply with the County's Plan.

(f) "Municipal Waste Facility". Any municipal waste storage, collection, transfer, processing or disposal facility or site which may be utilized by County residents and business institutions, pursuant to the Approved Plan, or (iii) to which Municipal Waste may be delivered. This term shall include the plural form.

(g) "Municipal Waste". Municipal Waste as defined in Section 103 of Act 101, as amended and/or supplemented by Department of Environmental Protection Rules and Regulations. Municipal Waste shall include the terms litter and rubbish.

(h) "Municipality". A County, City, Borough, incorporated town, township or Home Rule Municipality.

(i) "Person". Any individual, firm, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. In connection with any provisions of this Ordinance prescribing a fine, penalty, imprisonment, denial or grant of any license, 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.

(j) "Plan" or "Approved Plan". The Juniata County Waste Management Plan of March, 1991, and its revisions, as now approved and hereafter amended.

(k) "Recycling". The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed of or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the creation of energy.

(l) "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 "Recycling Facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities. This term shall include the plural form.

(m) "Source Separated Recyclable Materials". Materials generated or

collected within the County that (i) are separated from regulated Municipal Waste at the point of origin for the purpose of recycling in accordance with the Plan and (ii) are recycled. This term shall include the singular form.

Section 2. Ordinance. This ordinance shall constitute a Municipal Waste Management Ordinance of Juniata County, Pennsylvania Ordinance # 1 of 2011.

Section 3. Implementation. The County shall have the power and its duty shall be to implement the Plan and this Ordinance.

Section 4. Existing Contracts. Nothing in this Ordinance shall be construed to impair the obligations of any Existing Contracts.

Section 5. Recycling.

(a) Any provision in this Ordinance relating to Recycling, a Recycling Facility, or Source Separated Recyclable Materials shall be applicable only in the event the County institutes a County recycling program in accordance with the provisions of Section 303(a)(4) of Act 101.

(b) This Ordinance shall constitute an ordinance authorizing a County recycling program to be implemented. Neither this Ordinance nor any recycling program shall interfere with any Municipality's recycling program authorized pursuant to Section 1501 of Act 101.

Section 6. Municipal Collection Ordinance.

(a) Each Municipality shall enact a Municipal Collection Ordinance, in form and content to be in compliance with the Plan, which shall:

(i) apply to all improved property suitable for human habitation,

including residential properties in use as a residence or place for human habitation during a substantial part of each calendar year, business and commercial properties, and institutional and governmental properties;

(ii) require all Regulated Waste generated or brought within that Municipality to be disposed of in a manner and in compliance with the Plan and with said Municipal Collection Ordinance;

(iii) authorize such method(s) of collection of Regulated Waste that the Municipality shall deem appropriate; provided that each method of collection must be in compliance with the Plan and further provided that the Municipal Collection Ordinance shall not restrict or impose any limitation on the ability of a resident of the Municipality to deliver or haul his or her own Municipal Waste to a Municipal Waste Facility;

(iv) require all Regulated Waste generated or brought into the County, and therein collected, must be finally disposed in a Municipal Waste Facility approved in the Plan; and

(v) if no other collection method is approved by the Municipality, then all Regulated Waste within the Municipality shall be subject to mandatory curbside collection by a Licensed Hauler; provided, however, that residents of the Municipality shall not be restricted from delivering or hauling their own Regulated Waste to a permissible Municipal Waste Facility.

(b) Each Municipality shall enact a Municipal Collection Ordinance meeting the requirements set forth in (a) above within three (3) years of adoption of this Ordinance by the County, and such Municipal Collection Ordinance shall be effective

immediately, and further, upon enactment, the Municipality or the Authority shall implement and enforce the provisions thereof.

(c) Each Municipal Collection Ordinance shall require that every resident who disposes of Municipal Waste in the Municipality shall maintain adequate records, including hauler invoices and disposal facility receipts, for a reasonable period of time; provided, however, that such period shall be no less than three (3) years.

(d) Each Municipal Collection Ordinance shall contain such additional provisions as the County and the Pennsylvania Department of Environmental Protection may hereafter deem necessary and proper in order for the County to meet the goals of the Plan.

Section 7. Unlawful Activity. It shall be unlawful for any Person to violate, or cause, permit, or assist in the violation of any provision of this Ordinance. All unlawful conduct shall also constitute a public nuisance and may be abated as such.

Section 8. Penalty. Any Person violating any provision of this Ordinance, shall, upon conviction thereof in a summary proceeding, be sentenced for each violation to pay a fine not exceeding \$500 and costs of prosecution or to undergo imprisonment in the County prison for a period not to exceed thirty (30) days, or both. Each violation of any provision of this Ordinance and each day that such a violation shall exist, shall constitute a separate violation and offense and may be punishable as a separate violation.

Section 9. Enforcement and Prosecution.

(a) The County or its designee shall administer and enforce (i) the provisions of this Ordinance, but the County will not be the enforcement agent for the

municipalities' ordinances.

Section 10. Injunctive Relief. In addition to any other remedy provided in this Ordinance, the County may institute proceedings to restrain any violation of, or to require compliance with, this Ordinance, and/or the Plan.

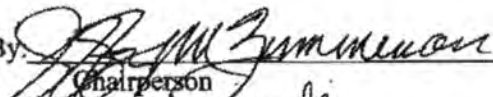
Section 11. Concurrent Remedies. The existence or exercise of any remedy shall not prevent the County from exercising any other remedy (a) provided under (i) this Ordinance or (b) available at law or equity.

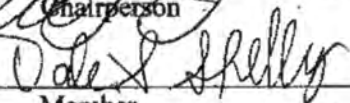
Section 12. Severability. The provisions of this Ordinance are severable. If any provision of this Ordinance or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision or application of this Ordinance.

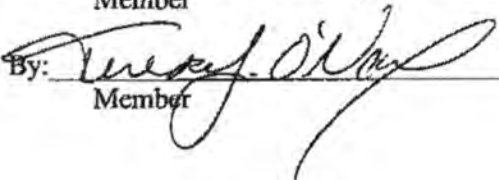
Section 13. Effective Date. This Ordinance shall become effective in accordance with applicable law.

Enacted and ordained this 26th day of JULY, 2011.

COUNTY OF JUNIATA
COMMONWEALTH OF PENNSYLVANIA

By: 
Chairperson

By: 
Member

By: 
Member



APPENDIX E

SWAC Meeting Minutes & Public Participation



This page is intentionally left blank.

Mifflin County Solid Waste Authority
P.O. Box 390
Lewistown, PA 17044

“Transmitted Via Email”

Municipal Representatives,

The Pennsylvania Department of Environmental Protection (PADEP) has confirmed that Mifflin and Juniata County will begin its Municipal Solid Waste Management Plan Update via letter dated April 1, 2022. In accordance with §272.203, this letter notifies County municipalities the Plan revision process has begun. Mifflin and Juniata Counties, through the Mifflin County Solid Waste Authority (MCSWA), will begin a “non-substantial” plan revision pursuant to §272.252 (c)(3) and (d). This Plan Update revises the previous County Plan and will cover the upcoming 10-year planning period. The revision shall adhere to PADEP requirements with these key elements:

- Open and fair process to identify designated disposal facilities to assure adequate waste disposal capacity is available for county-generated wastes for the 10-year planning period.
- Updates current county and municipal waste and recycling programs.
- Evaluation of funding and solid waste management strategies, including programs to advance waste reduction and recycling toward the 35 percent recycling goal.
- Development of a streamlined planning document that complies with Act 101 and PADEP requirements and serves as a planning resource to guide Plan implementation.

We are seeking Solid Waste Advisory Committee (SWAC) members from each county to participate in solid waste planning efforts and to shape Plan outcomes. The SWAC will meet two (2) times in person (once in each county) and three (3) or four (4) times via video conference over the next 16-18 months. It is the intent to have one SWAC Committee with representation from both counties since this is an integrated planning process. Representation is needed from the following categories:

- a. All classes of municipalities within the County.
- b. Citizen organizations.
- c. Industry.
- d. The private solid waste industry.
- e. Private recycling or scrap material processors
- f. County recycling coordinators.
- g. other persons deemed appropriate by the county.

Please respond to Lisa Smith (email preferred: lisa@mifflincountyswa.com) or by phone (717) 242-3301 to confirm your interest to participate on the SWAC or with related questions regarding the Plan Update. After the SWAC is formed, a notice including meeting details for the initial SWAC meeting will be released.

Sincerely,



Lisa J. Smith
Mifflin County Solid Waste Authority

MEETING AGENDA & MINUTES

SOLID WASTE ADVISORY COMMITTEE MEETING – SWAC (1)

DATE: 10-11-22

ATTENDEES

- Refer to SWAC Sign in Sheet (attached)

AGENDA

1. **Introductions**
2. **Purpose & Requirements**
3. **Updates to Chapters (1-5, Existing Conditions)**
4. **Planning Schedule**
5. **Open Discussion**

MEETING MINUTES

Purpose: This initial SWAC meeting introduced the Mifflin-Juniata County SWAC members to the solid waste planning process and approach to complete the State-required 10-year Municipal Solid Waste Management Plan update (MWMP). Attendees were diverse and included representation from municipalities, Commissioners, the Conservation District, Parks Garbage Service, and others (refer to Sign-in Sheet (attached)). Steven Deasy from MSW Consultants facilitated the virtual SWAC meeting and presentation and noted these points in the introduction of the meeting:

- MSW Consultants has experience in developing numerous PA County MWMP's.
- Steve (project lead) has previous experience working with the MCSWA and is familiar with both counties - he spent a lifetime hunting and fishing in Mifflin, Juniata, and Perry counties.

Steve Deasy went through the PowerPoint presentation and discussed the following key items:

Purpose & Requirements

- The Counties are obligated by State law to complete 10-year plan revision and the primary requirement are to:
 - Assure there is one or more landfills available to provide disposal capacity for 100 percent of the solid waste generated by Juniata County and Mifflin County.
 - Demonstrate pursuit of the 35% statewide recycling goal
 - Update existing condition data (which is primarily the waste and recycling program details, such as existence of curbside or drop-off recycling, compost programs, etc. for all the municipalities in each County).
- Key planning requirements include the requirement to secure disposal capacity for all County-generated municipal waste.
- It was noted that PADEP confirmed (in writing) the Plan is a “non-substantial” update. It was explained PADEP deems a plan meets the requirements of “substantial” when there are major

MEETING MINUTES

changes to solid waste and recycling programs such as eliminating recycling or using flow control to direct solid waste to a single landfill. No major changes are proposed at this time.

- Steve explained the use of the term “regional” refers to a regional solid waste system where the boundary is not set by jurisdictions (like county borders) and the system operates based on the transportation networks and the locations of the transfer stations, disposal facilities and other processors or recyclers some of which are located beyond the borders of the counties.

Updates to Chapters (1-5, Existing Conditions)

- Steve D. noted that the first push for data will be to update the existing condition information that will be included in Chapters 1-5 of the Plan.
- Data collection will include an electronic survey distributed to a municipal representative of all the municipalities. Steve stressed the importance of getting every municipality to complete the survey, which is required to complete the summary tables in the Plan.
- Steve reviewed national trend data for solid waste and recycling and draft data for Mifflin-Juniata County showing the 5-year average tonnages for disposed MSW, residual waste, septage, C&D, ash, and asbestos. Steve noted residual waste is not counted toward “disposal capacity assurance” but is presented in the Plan.
- A disposal capacity solicitation will be used to identify landfills to be listed in the Plan.

Schedule

- It was noted that the plan development process will take 14 – 18 months.
- Attendees were polled regarding the preferred time frames for future SWAC Meetings that would be held (approximately) every 4 months, with one (1) in-person meeting conducted in Juniata County and one (1) in person meeting conducted in Juniata County. The majority of attendees preferred:
 - Lunchtime weekday SWAC Meetings are preferred, with Tuesday being noted as a possible day.
 - MSW Consultants to follow up with invitation to the next SWAC.

Open Discussion

During open discussions the following items were discussed in response to question by the SWAC:

- **Surveys and Public Education** – A question was raised by a SWAC Member about who would receive and respond to the surveys and commented on the availability of information to the public about programs and services. Steve explained that the initial surveys go to a specific municipality representative since the intent is to obtain specific information (not opinion) about what solid waste and recycling programs are present in their municipality currently. Steve noted, however, the importance of public education and education gets considered during the planning process.
- **Flow Control** – A SWAC member asked if flow control was still a part of the Plan to be addressed in the Plan, noting that the EPA has funding for developing a debris management plan. Steve Deasy noted that disaster debris management was not in any County Municipal Waste Management Plans to his knowledge but noted that a concise statement about evaluating debris management and seeking funding could be added. Steve Deasy noted that it has been done in previous planning processes and is the main component in creating and enforcing Ordinances. It opens the Plan to be revised and update.

Meeting adjourned at 11:50 a.m.

Attachments: SWAC (1) Sign-in Sheet



Mifflin-Juniata County SWAC Meeting Sign-In Sheet

Mifflin County Solid Waste Authority
87 Landfill Lane
Lewistown, PA 17044

Telephone: (717) 242-3301
FAX: (717) 242-3394

Lisa Smith
Mifflin County Representative

Brad Kerstetter
Juniata County Representative

Title: Mifflin-Juniata County SWAC Meeting (1)		Date: 10/11/2022		
		Start Time: 11:00 a.m. End Time: 12:00 p.m.		
		Venue: Virtual Meeting		
Meeting Called By:	MCSWA	Facilitated By: Steve Deasy	MSW Consultants	
NAME		ORGANIZATION		ON SWAC (Y/N)
Lisa Smith		Mifflin County Solid Waste Authority		Y
Trevor Weaver		Mifflin County Conservation District		Y
Dan Dunmire		Mifflin County Conservation District (retired)		Y
Aaron Wilson		Lewistown Borough		Y
Shawna Conaway		Granville Township		Y
Brenton Park		Parks Garbage Service		Y
Josh Nileski		Parks Garbage Service		Y
Chris Snyder		Juniata County Conservation District		Y
Brad Kerstetter		Juniata County Planning Director		Y
Mindy Musser		Juniata County Recycling Coordinator		Y
Alice Gray		Juniata County Commissioner		Y
Todd Graybill		Juniata County Commissioner (Guest)		N
Steve Deasy		MSW Consultants		N
Gisele Papadakis		MSW Consultants		N

MEETING AGENDA & MINUTES

SOLID WASTE ADVISORY COMMITTEE MEETING – SWAC (2)

DATE: 04-18-23

ATTENDEES

- Refer to SWAC Sign in Sheet (attached)

AGENDA

1. **Introductions**
2. **Plan Overview**
3. **Chapter 1 – 6 Overview**
4. **RFP for Disposal Capacity**
5. **Schedule**
6. **Open Discussion**

MEETING MINUTES

Purpose: This second SWAC meeting was held in Juniata County, with Steve Deasy facilitating the call and presentation virtually via Microsoft Teams. Steve Deasy presented the information using a PowerPoint information that covered the following information:

Plan Overview – Steve reviewed the process of obtaining data via research, surveying municipalities and contacting wastewater treatment plant representatives to update the existing conditions information in the Plan. The MCSWA was instrumental in providing waste and recycling data and programmatic data and both Mifflin and Juniata County representatives joined Steve on site visits to Mifflin and Juniata County locations and facilities such as dump sites, private scrap dealers, waste hauler/recycling facilities and the MCSWA Transfer Station & Recycling Center. Steve presented the county-wide waste and recycling quantities and waste composition and reviewed the programmatic data for individual municipalities that described the waste and recycling programs and services available in Mifflin and Juniata Counties. Steve noted that the planning department assisted with developing maps to assist the planning process.

Alternatives – Steve reviewed the alternatives that are presented in the Plan, emphasizing that household hazardous waste is a focus area. Lisa Smith clarified the actions she has taken to get involved in the state HHW events program that offers grant reimbursement for a portion of the cost that will be incurred when hosting HHW collection events.

Schedule – Steve reviewed the Plan development schedule including these key items: Disposal Capacity Results, anticipated timeline to get disposal agreements signed, draft plan completion and conducting the final SWAC.

Open Discussion

During open discussions the following items were discussed in response to question by the SWAC:

MEETING MINUTES

- **PA Cleanways** – It was discussed among the SWAC that PA Cleanways has a diminishing role in the Counties.
- **Private Waste Collection** – It was discussed there is some accumulation of recyclables including cardboard outside at a private hauler’s facility and that this was an ongoing concern but that the host municipality was not able to resolve the issue.
- **Mifflin – Juniata Cooperation** – Ongoing cooperation was discussed by the SWAC with acknowledgement that if certain additional services were provided by MCSWA to Juniata County it would be necessary to identify funding to pay the MCSWA fairly for the services. It was reviewed that if HHW collection was provided in Juniata County, it may be necessary to charge visitors a fee per item to offset the costs.

Meeting adjourned at 12:00 p.m.

Attachments: SWAC (1) Sign-in Sheet



Mifflin-Juniata County SWAC Meeting Sign-In Sheet

Mifflin County Solid Waste Authority
87 Landfill Lane
Lewistown, PA 17044

Telephone: (717) 242-3301
FAX: (717) 242-3394

Lisa Smith, Mifflin
County Representative

Brendon W. Kutt, Juniata
County Representative

Title: Mifflin-Juniata County SWAC Meeting (2)		Date: 4/18/23	
		Star Time: 11:00 a.m. End Time: 12:00 p.m.	
		Venue: In Person Meeting	
Meeting Called By:	MCSWA	Facilitated By:	MSW Consultants
NAME	ORGANIZATION	ON SWAC (Y/N)	
<i>Lisa Smith</i>	<i>MCSWA - Director</i>	<i>Y</i>	
<i>BRAD KERSTETTER</i>	<i>SC PLANNING</i>	<i>Y</i>	
<i>Dan Dunmire</i>	<i>MCSWA</i>	<i>Y</i>	
<i>TREVOR WEAVER</i>	<i>mcd</i>	<i>Y</i>	
<i>Alice Gray</i>	<i>J.C. Commissioners</i>	<i>Y</i>	
<i>Lori Glace</i>	<i>JCCD</i>	<i>Y</i>	
<i>Brenton Park</i>	<i>Park's Garbage Svc.</i>	<i>Y</i>	
<i>Josh Nileski</i>	<i>Park's Garbage Svc.</i>	<i>Y</i>	
<i>Mindy Mueger</i>	<i>Recycling Centrd - JCCD</i>	<i>Y</i>	
<i>Steve Deasy (Virtual)</i>	<i>MSW Consultants</i>	<i>N</i>	

MEETING AGENDA & MINUTES

SOLID WASTE ADVISORY COMMITTEE MEETING – SWAC (3)

DATE: 08-29-23

ATTENDEES

- Refer to SWAC(3) Sign in Sheet (attached)

AGENDA

1. **Introductions**
2. **Plan Recap**
 - a. **Chapter 6 – 11 (focus)**
3. **RFP for Disposal Capacity**
4. **DEP Review**
5. **Open Discussion**

MEETING MINUTES

Purpose: This third SWAC meeting was held as a video conference, with Steve Deasy facilitating the video conference and presentation virtually via Microsoft Teams. Steve Deasy presented the information using a PowerPoint information that covered the following information:

Full Plan Recap – Steve reviewed the overall planning process and plan development, highlighting the County responsibilities, contractually-secured disposal capacity, and the overall approach and plan format broken into 1) updating existing program information and data (primarily in Chapters 1-5) and 2) updating the administrative elements of the Plan including the basis for selecting the regional municipal waste system, implementing documents, and administrative elements include the SWAC and non-interference requirements (primarily Chapters 6-11).

Disposal Capacity Agreements – Steve reviewed the RFP process and the disposal capacities that had executed Agreements, and one transfer station (Centre County) that is noted in the Plan but technically not a designated disposal facility since they are not the final disposal point for waste. Steve indicated all agreements are executed and the Agreements will be appended to the final Plan.

DEP Review – Steve noted that DEP had provided comments on Chapters 1-5 and had the full Draft Plan for review. It is anticipated DEP will provide comments by the end of the week. The Plan adoption process and signatures by Commissioners was discussed. Dates were not set for Commissioners to adopt the Plan, but this would be confirmed soon and included in an upcoming meeting for each set of County Commissioners.

Open Discussion – James Lettiere, new Mifflin County Planning Director recounted his recent challenge with the substantial plan revisions and approval process (pending) for the Bedford, Fulton, and Huntington Tri-county Plan. James requested a copy of the Plan, and Lisa Smith offered to print several hard copies so paper copies were available. The 901 Grant Disbursement was discussed, with Lisa Smith noting that she (with support from Brad K.) was tracking the hours and

MEETING MINUTES

handling the grant process. Household hazardous waste (HHW) programs and funding was discussed. Lisa explained her recent HHW event was a success and cost about \$5,000 out of pocket with another \$5,000 reimbursable through grant funds. Conducting HHW events in Juniata County was discussed, noting that Juniata County would be responsible for its share of out-of-pocket costs, possibly to be partially offset by user fees that may be charged to residents that drop-off HHW materials.

Meeting adjourned at 12:10 p.m.

Attachments: SWAC (3) Sign-in Sheet



Mifflin-Juniata County SWAC Meeting Sign-In Sheet

Mifflin County Solid Waste Authority
87 Landfill Lane
Lewistown, PA 17044

Telephone: (717) 242-3301
FAX: (717) 242-3394

Lisa Smith
Mifflin County Representative

Brad Kerstetter
Juniata County Representative

Title: Mifflin-Juniata County SWAC Meeting (1)		Date: 08/29/2023	
		Star Time: 11:00 a.m. End Time: 12:00 p.m.	
		Venue: MS Teams Video Conference	
Meeting Called By:	MCSWA	Facilitated By: Steve Deasy	MSW Consultants
NAME	PRESENT	ORGANIZATION	ON SWAC (Y/N)
Lisa Smith	Yes	Mifflin County Solid Waste Authority	Y
Trevor Weaver	Yes	Mifflin County Conservation District	Y
Dan Dunmire	Yes	Mifflin County Conservation District (retired)	Y
James Lettiere	Yes	Mifflin County Planning Director	Y
Aaron Wilson	No	Lewistown Borough	Y
Mary Herto	No	Granville Township	Y
Brenton Park	Yes	Parks Garbage Service	Y
Josh Nileski	No	Parks Garbage Service	Y
Lori Glace	Yes	Juniata County Conservation District	Y
Brad Kerstetter	Yes	Juniata County Planning Director	Y
Mindy Musser	Yes	Juniata County Recycling Coordinator	Y
Alice Gray	Yes	Juniata County Commissioner	Y
Todd Graybill	Yes	Juniata County Commissioner (Guest)	N
Mark Partner	Yes	Juniata County Commissioner (Guest)	N
Steve Deasy	Yes	MSW Consultants	N



APPENDIX F

Resolution of Plan Adoption & DEP Plan Approval Letter



This page is intentionally left blank.

COUNTY OF MIFFLIN

RESOLUTION No.30 of 2023
Adoption of the Regional Municipal Waste Management Plan
For Mifflin County

WHEREAS, Mifflin County is required by the Municipal Waste Planning, Recycling and Waste Reduction Act (the "Act"), 53 P.S. Section 4000.303, to adopt a municipal waste management plan for the processing and disposal of municipal waste generated within its boundaries; and

WHEREAS, the Act allows two or more counties to adopt and implement a single municipal waste management plan for the municipal waste generated in the combined area of the two counties; and

WHEREAS, the Mifflin County Solid Waste Authority has prepared a proposed regional municipal waste management plan as a non-substantial plan revision in accordance with the Act that provides for the County of Mifflin, with required review and input from Solid Waste Advisory Committees representing each of the counties, as the case may be (the "Regional Plan");

WHEREAS, the Regional Plan revision has been shared for review and comment with the Solid Waste Advisory Committee and Mifflin County municipalities, and any comments received have been considered in finalizing the Regional Plan revision; and

WHEREAS, the Commissioners of Mifflin County have reviewed the Regional Plan and believe it to be in the best interests of the citizens of Mifflin County that the Regional Plan be adopted.


NOW, THEREFOR, BE IT RESOLVED that the Commissioners of Mifflin County adopt the Regional Plan this 21st day of September, 2023.

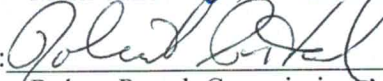
ATTEST:


Cathy Romig, Secretary

COUNTY OF MIFFLIN:

By: 
Kevin P. Kodish, Commissioner

By: 
Mark Sunderland, Commissioner

By: 
Robert Postal, Commissioner

COUNTY OF JUNIATA

RESOLUTION No. 2023-9

Adoption of the Regional Municipal Waste Management Plan
For Juniata County

WHEREAS, Juniata County is required by the Municipal Waste Planning, Recycling and Waste Reduction Act (the “Act”), 53 P.S. Section 4000.303, to adopt a municipal waste management plan for the processing and disposal of municipal waste generated within its boundaries; and

WHEREAS, the Act allows two or more counties to adopt and implement a single municipal waste management plan for the municipal waste generated in the combined area of the two counties; and

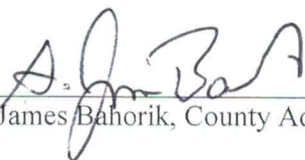
WHEREAS, the Mifflin County Solid Waste Authority has prepared a proposed regional municipal waste management plan as a non-substantial plan revision in accordance with the Act that provides for the County of Juniata, with required review and input from Solid Waste Advisory Committees representing each of the counties, as the case may be (the “Regional Plan”);

WHEREAS, the Regional Plan revision has been shared for review and comment with the Solid Waste Advisory Committee and Juniata County and Mifflin County municipalities, and any comments received have been considered in finalizing the Regional Plan revision; and

WHEREAS, the Commissioners of Juniata County have reviewed the Regional Plan and believe it to be in the best interests of the citizens of Juniata County that the Regional Plan be adopted.

NOW, THEREFOR, BE IT RESOLVED that the Commissioners of Juniata County adopt the Regional Plan this 5th day of September, 2023.

ATTEST:

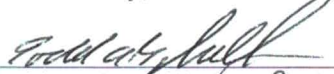


S. James Bahorik, County Administrator

COUNTY OF JUNIATA:

By: 

Alice J. Gray, Commissioner

By: 

Todd A. Graybill, Commissioner

By: 

Mark R. Partner, Commissioner





November 9, 2023

CERTIFIED MAIL NO. 7022 3330 0001 5008 4035

Mifflin County Board of Commissioners

Kevin P. Kodish, Commissioner
Mark Sunderland, Commissioner
Robert Postal, Commissioner
20 North Wayne Street
Lewistown, PA 17044

Re: Plan Revision Approval
Mifflin-Juniata County Regional Municipal Waste Management Plan 2025-2034

Dear Commissioners,

Enclosed is a Plan Revision Approval for the Mifflin-Juniata County Regional Municipal Waste Management Plan 2025-2034, Non-Substantial Plan Revision – revised November 7, 2023. This Plan Revision Approval authorizes Mifflin and Juniata Counties to proceed in implementing the approved plan revision and in submitting the implementing documents to the Department of Environmental Protection (DEP). Implementing documents must be submitted to DEP within one year of the date of plan approval.

The Counties must implement the approved plan revision and comply with the conditions as set forth in the enclosed Plan Revision Approval document. Failure to implement the approved plan revision or comply with plan approval conditions is a violation of Section 1701 of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 556, 53 P.S. Section 4000.1701 and may result in enforcement action by DEP.

Any person aggrieved by this action may appeal the action to the Environmental Hearing Board (Board) pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board
Rachel Carson State Office Building, Second Floor
400 Market Street
P.O. Box 8457
Harrisburg, PA 17105-8457

TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.

If you have any questions concerning the plan revision approval, please call me at 717.705.6638

Sincerely,

Carrie A. Fleming

Carrie A. Fleming
Program Manager
Waste Management Program

Enclosure

cc: Larry Holley – Acting Director, DEP Bureau of Waste Management (via e-mail)
Carrie A. Fleming – Program Manager, DEP Southcentral Region, Waste Management Program (via e-mail)
Brad Kerstetter – Juniata County (via e-mail)
Lisa Smith – Mifflin County (via e-mail)
Steve Deasy – MSW Consultants (via e-mail)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTE MANAGEMENT PROGRAM

Plan Approval
Municipal Waste Management Plan Revision November 7, 2023
for Mifflin and Juniata County

Date Issued: November 9, 2023

Under the provisions of the Municipal Waste Planning, Recycling and Waste Reduction Act of July 28, 1988, P.L. 556, 35 P.S. §§ 4000.101 - 4000.1904 (the Act), the Mifflin-Juniata County Regional Municipal Waste Management Plan 2025-2034 Non-Substantial Revision revised November 7, 2023 is hereby approved. Mifflin and Juniata County are authorized to implement the approved plan revision and execute ordinances, contracts, or other requirements necessary to implement the plan revision.

This plan approval is subject to modification, amendment, and supplement by the Department of Environmental Protection (DEP). This approval is further subject to rescission by DEP for any violation of the applicable laws of the rules and regulations adopted thereunder, for failure to comply in whole or in part with the conditions of this plan approval and the provisions set forth in the approved plan revision (which is made a part hereof), or for causing any condition inimical to the public health, safety, or welfare.

Carrie A. Fleming

Program Manager
FOR THE DEPARTMENT OF
ENVIRONMENTAL PROTECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTE MANAGEMENT PROGRAM

Municipal Waste Management Plan Approval

County: Mifflin and Juniata

Date Issued: November 9, 2023

Plan Approval Conditions

1. The Counties shall implement their plan, as revised by the plan revision received by DEP on November 7, 2023. Executed implementing documents shall be submitted to DEP within one year of plan approval in accordance with Section 513 of the Act.
2. The Counties may not act in a manner contrary to the approved plan revision or otherwise fail to act in a manner consistent with the approved plan revision.
3. This plan approval is conditioned upon the requirement to submit an adopted and ratified revised plan at least three years prior to the time all remaining available permitted capacity for the Counties will be exhausted or at least three years prior to the expiration of the term of the Counties' approval plan, or when otherwise required by DEP. Each year the Counties will examine the remaining capacity available to the Counties.
4. The Counties will ensure adequate disposal capacity is available to them for the entire period of the plan.



APPENDIX G

Executed Disposal Capacity Agreements



This page is intentionally left blank.

APPENDIX B-1

MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 19 day of July, 2023, by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania; counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats (Counties), and Facility Name (Owner/Operator) Centre County Recycling & Refuse Authority.

Article 1. BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) requires the Counties, as part of its Municipal Waste Management Plan (Plan), to provide disposal/processing capacity for all County-generated Municipal Waste over the 10-year planning period corresponding with the Counties' Plan. To meet this obligation, the Counties issued a Request for Proposals (RFP) through the Mifflin County Solid Waste Authority to execute Agreements with facilities for the provision of all, or a portion of, County-generated Municipal Waste over the designated 10-year term. The Owner/Operator responded to the solicitation, and the Mifflin County and Juniata County Board of Commissioners accepted the Owner/Operator's proposal. This Agreement provides the terms and conditions under which the Owner/Operator will provide disposal capacity and related services.

The Mifflin County Solid Waste Authority (MCSWA), as the designated administrator responsible for the implementation of the 10-year Regional Municipal Waste Management Plan (Plan) for Mifflin and Juniata Counties, has responsibilities set forth by Act 101 of 1988 and as regulated by the Pennsylvania Department of Environmental Protection (PADEP). Responsibilities include assuring adequate disposal capacity and proper disposal of solid wastes and the recovery of recyclable commodities to advance waste diversion toward Pennsylvania's 35 percent recycling goal. The Counties are interested in establishing Agreements to assure adequate disposal capacity is available to manage all waste generated by Mifflin and Juniata Counties for the 10-year contract term anticipated to be from 2025 through 2034.

NOW, THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree as follows:

Article 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS

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

APPENDIX B-1

Acceptable Waste. Municipal waste and all other wastes the facility is permitted to accept under applicable laws and regulations. Where applicable, acceptable or accepted wastes refer to the waste types that a Facility shall accept from Mifflin County and Juniata County sources.

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

Agreement. The Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, as amended or supplemented by other submittals by the Owner/Operator.

Alternative Facility. Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during the temporary or protracted cessation of operation at the facility.

Commercial Establishment. An establishment 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 (C/D). Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, brick, block, and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (1) uncontaminated soil, rock, stone, gravel, unused brick and block, and concrete; and (2) waste from land clearing, grubbing and excavation, including trees, brush, stumps, and vegetative material.

County or Counties. The Counties of Mifflin and Juniata, Commonwealth of Pennsylvania.

Department or PADEP. Pennsylvania Department of Environmental Protection.

Designated Disposal Facility. A Facility that has executed this Disposal Capacity Agreement.

Facilities. Processing and/or disposal facilities, including municipal waste, construction/demolition and residual waste landfills, resource recovery facilities permitted and licensed for the disposition of Municipal Waste (as defined herein), and/or residual waste. Transfer stations are facilities but are not considered **Designated Disposal Facilities** in the Plan because they do not provide disposal capacity.

Hazardous Waste. Solid waste or a 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) post 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 Establishment. An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.

Institutional Establishment. An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities, and universities.

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

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a County-designated disposal facility or another fully permitted facility.

Municipal Waste. Garbage, refuse, industrial lunchroom or office waste, and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from the 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. Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste, and incinerator ash residue. The term does not include source-separated recyclable materials or materials approved by PADEP for beneficial use.

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

Owner/Operator. Any Person who owns, operates, leases, controls, or supervises a Facility, or any permitted successors, assigns, or affiliates.

Owner/Operator's Facility. The Owner/Operator's permitted Facility as described in Form A-1, Facility Questionnaire.

Parent. Any corporation, now or at any time or times hereafter, owning or controlling (alone or with any other person or entity) at least a majority of the issued and outstanding capital stock of the Owner/Operator.

Permit. A permit issued by PADEP or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

Person. Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

Plan. The Counties' Municipal Waste Management Plan approved pursuant to Act 101.

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

Tipping Fee/Processing Fee. The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

Ton. Two thousand (2,000) pounds.

Transfer Station. A facility that 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

APPENDIX B-1

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.

Unacceptable Waste. Material that by 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. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state, or local law or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

Yard Waste. Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material.

2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms, and/or phrases used herein shall be defined by the applicable definition thereof, if any, in Act 101, the Pennsylvania Solid Waste Management Act, or the regulations promulgated thereunder.

Article 3. REPRESENTATIONS

3.1 REPRESENTATIONS OF COUNTIES

The Counties represent and warrant that:

- (a) It is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized to carry on the governmental functions and operations contemplated by this Agreement and each other Agreement or instrument entered into or to be entered into by the Counties or the municipalities within the boundaries of the Counties, pursuant to this Agreement.
- (b) It has the full power, authority, and legal right to enter into and perform this Agreement and all other agreements or instruments that it may enter into under any provision of this Agreement.
- (c) This Agreement and other agreements or instruments entered into by the Counties pursuant to this Agreement, when entered into, will have been duly authorized, executed, and delivered by the Counties and will constitute legal, valid, and binding obligations of the Counties.
- (d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the Counties, threatened against or adversely affecting the ability of the Counties to perform its obligations hereunder.

3.2 REPRESENTATIONS OF OWNER/OPERATOR

The Owner/Operator represents and warrants to the Counties that:

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency or agencies.
- (b) It is an entity duly organized and existing and in good standing under the laws of Pennsylvania or under the appropriate state regulatory agency or agencies and has the corporate power and authority

to enter into and perform its obligations under this Agreement and each other Agreement or instrument entered into or to be entered into under any provision of this Agreement.

(c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.

(d) This Agreement and each other Agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by, and delivered by the Owner/Operator and will constitute a legal, valid, and binding obligation of the Owner/Operator.

(e) The execution, delivery, and performance hereof by the Owner/Operator: (i) has the requisite approval of all applicable governmental bodies; (ii) will not violate any judgment, order, law, or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.

(f) This Agreement has been duly authorized, executed, and delivered by the Owner/Operator and constitutes a legal, valid, and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

(g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.

(h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the Counties' solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

3.3 PARENT GUARANTEE

If and to the extent that the Owner/Operator is a subsidiary of a Parent, the Owner/Operator agrees to cause such Parent to execute and deliver to the Counties a guarantee of the obligations of the Owner/Operator under this Agreement in a form reasonably satisfactory to the Counties.

3.4 DESIGNATED DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a Designated Disposal Facility willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active

APPENDIX B-1

development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility that is not a County-Designated Facility, the Owner/Operator must furnish proof that the facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

The Transfer Station referred to as

will transfer waste to disposal facilities in accordance with this Agreement at the following facilities and/or otherwise clarified as follows: Laurel Highlands Landfill or other designated disposal facility in the Mifflin-Juniata Municipal Waste Management Plan.

Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in **Appendix A, Submittal Forms**:

- (a) The Counties may, at its or their option, cause to be delivered to the Owner/Operator's Facility during the receiving times all, part, or none of the Acceptable Waste generated in the Counties subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement.
- (b) The Counties or any Waste Hauler shall notify the Owner/Operator that it intends to exercise its right to deliver Acceptable Waste to the Owner/Operator's Facility prior to commencing the delivery of such wastes.
- (c) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide processing and/or disposal capacity as may be needed by the Counties for all Acceptable Waste generated within the geographic boundaries of the Counties and that the Counties may cause to be delivered to the Owner/Operator's Facility. This shall include occasional delivery of Acceptable Waste by individual County residents in small vehicles. From time to time, the Owner/Operator and the Counties shall agree on reasonable regulations and charges for such disposal, which will include all applicable fees.
- (d) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide in-kind processing and/or disposal and other in-kind services as clarified in completed Form A-3 and including any supplemental documentation clarifying the In-kind Services.

4.2 RELEASE FROM COMMITMENT

The Owner/Operator may, at any time, request that the Counties release it from its commitment to provide all or part of the reserved capacity required. Such request shall be in writing and shall set forth the basis for the request. The Counties shall, in good faith, review the Owner/Operator's request, based on the Counties' ability to ensure sufficient disposal capacity for Municipal Waste estimated to be generated during that particular calendar year, and make a determination within ten (10) business days of receipt of the request. If the request does not jeopardize the Counties' ability to

ensure sufficient disposal capacity, it shall grant the Owner/Operator's request. The Counties' decision shall be in writing and delivered to the Owner/Operator.

The Owner/Operator may dispute the Counties' decision by giving the Counties a written request for resolution of the dispute within five (5) working days of receipt of the decision. If the parties cannot resolve the dispute, the parties agree that the venue for dispute resolution shall be the Court of Common Pleas of Mifflin County, Pennsylvania or Federal District Court, Middle District, Pennsylvania. The sole issue to be arbitrated is whether the requested release can be granted without jeopardizing the ability of the Counties to ensure sufficient disposal capacity for Municipal Waste generated in the Counties for that year. During the resolution of any dispute, the Owner/Operator and the Counties shall each continue to perform all of their respective obligations under this Agreement without interruption or slowdown.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

5.2 RECEIVING TIME/HOURS OF OPERATION

(a) The Owner/Operator's Facility shall be available to receive waste during the receiving times specified in Forms contained in Appendix A, attached hereto, and incorporated herein by reference.

(b) If the Counties or a Waste Hauler requests and the Owner/Operator agrees, a Waste Hauler may deliver waste at times in addition to the specified receiving times at a cost that may exceed the fees herein as mutually agreed upon by such Waste Hauler and the Owner/Operator.

(c) Upon request by the Counties, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

APPENDIX B-1

5.3 RIGHT TO REFUSE DELIVERY

(a) Except as noted in Article 5.2, the Owner/Operator may refuse waste delivered at hours other than the specified receiving times.

(b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/Operator's Facility and may refuse: (i) waste for which specific Regulatory Agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing Hazardous Waste; or (iii) loads containing Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator, at its sole discretion, may refuse delivery of the entire load or the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to the initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.

(c) Unless receipt of such waste would adversely affect the facility operation or adversely affect health and safety, the Owner/Operator's Facility may not reject a load of Acceptable Waste from the Counties. Reaching the average daily permitted capacity may not be used as a basis for rejecting County-generated loads of Acceptable Waste.

5.4 COMPLAINTS

The Owner/Operator shall receive and respond to all complaints from Waste Haulers regarding the acceptance of waste materials at the Owner/Operator's Facility. Any complaints received by the Counties will be directed to the Owner/Operator. In the event the Owner/Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the Counties shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

5.5 TITLE TO MUNICIPAL WASTE

Except in the case where hazardous or Unacceptable Wastes are delivered to the Owner/Operator's Facility, title to the Municipal Waste and any benefits of marketing materials or energy recovery shall pass to the Owner/Operator upon delivery to the Owner/Operator's Facility and acceptance of waste by the Owner/Operator.

5.6 PERMITS

The Owner/Operator shall be responsible for obtaining all permits necessary for the construction and operation of the Owner/Operator's Facility required to comply with the terms and conditions of this Agreement and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a default on this Agreement.

Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS

The Owner/Operator shall establish and maintain a system to provide storage and ready retrieval of the Owner/Operator's Facility operating data pertinent to this Agreement.

6.1 BASIC REPORTING REQUIREMENTS

(a) In-County and Out-of-County Owner/Operators shall provide the MCSWA and Counties with quarterly reports of all types of waste delivered to the Owner/Operator's Facility that are generated from County sources and delivered to the Owner/Operator's Facility. This report shall include the totals by month for each type of waste. To the extent that reports required to be submitted to PADEP or any other regulatory agency contain the information required by the Counties, copies of said reports may be submitted to the Counties to comply with the Owner/Operator's reporting requirements.

(b) Along with quarterly reports, the Owner/Operator shall provide (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

6.2 SPECIAL REPORTING REQUIREMENTS

The Owner/Operator shall provide written notification to the Counties of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

6.3 ADMINISTRATIVE INSPECTIONS

Upon reasonable notice and during regular business hours, the Counties and its authorized representatives shall have access to the Owner/Operator's records pertaining to the quantities and sources of County-generated Municipal Waste to verify compliance with the terms and conditions of this Agreement.

Article 7. TIPPING FEES AND OTHER CHARGES

7.1 TIPPING FEES

(a) All Waste Haulers shall pay at a maximum the rates set forth in Appendix A, Form A-2 Proposed Rate Schedule, for County-generated Municipal Waste and other wastes/recyclables as identified by Respondents. The rates shall, as applicable, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host County or municipality; (ii) Act 101 recycling fee and growing greener fee; (iii) and Act 101 post closure fee.

(b) The Counties shall not be responsible for any payment to the Owner/Operator of tipping fees incurred by Waste Haulers. All tipping fees shall be paid directly by the Waste Haulers that deliver the waste to the Owner/Operator's Facility. The Owner/Operator shall be responsible for billing and collecting all tipping fees. The Counties shall not be responsible for the failure of any Waste Hauler to pay the Owner/Operator's tipping fees.

The Owner/Operator shall not charge a tipping fee to a County hauler exceeding the maximum rates this Agreement established for each type of waste. Nothing in this Agreement shall prevent or preclude the Owner/Operator from negotiating alternate tipping fees with any hauler, provided such fees do not exceed the maximum rates under this Agreement.

APPENDIX B-1

(e) Unless the Counties and the Owner/Operator mutually agree to an alternate date, all annual rate adjustments shall become effective on January 01 of each year of the Agreement.

(f) The Owner/Operator may petition the Counties at any time for additional rate or fee adjustments based on 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 this Agreement was awarded. The Counties shall evaluate the evidence submitted and may approve reasonable and justifiable cost adjustments, and the Counties shall not unreasonably deny such cost adjustments.

Article 8. IN-KIND SERVICES

Per the Request for Proposals (RFP), the Counties requested interested disposal facility Owners/Operators to offer in-kind services. These may include free disposal of specified quantities of illegal dump waste to benefit the Counties' solid waste management system's performance and avoid costs. These in-kind services identified by Owners/Operators and as negotiated by the Counties and Respondents shall be incorporated within the Disposal Capacity Agreement under this section by reference (**Attachment B-1.1**).

Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The Counties and the Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement to the extent such loss or damage is recovered under insurance policies.

(b) The Counties shall be designated as an additional insured under all required insurance policies. The Owner/Operator shall provide the Counties with copies and certificates of said insurance policies. Each such insurance policy shall provide the Counties with a thirty (30) day notice of cancellation.

Article 10. INDEMNIFICATION

10.1 INDEMNIFICATION

The Owner/Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties, its officers, members, employees, agents, contractors, and subcontractors, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and attorneys' fees, and shall defend the Counties indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property to the extent caused by:

(a) the negligence or willful misconduct, tortious activity, error or omission of Owner/Operator or its successors or assigns, or any of its officers, agents, employees, contractors, or subcontractors in connection with Owner/Operator obligations or rights under this Agreement; and

(b) the construction, operation, closure, and post-closure care and maintenance of the Owner/Operator's Facility.

The Owner/Operator shall not be liable or required to indemnify or reimburse the Counties or any County-indemnified party for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and other attorney fees arising out of any willful or negligent act, tortious activity, error, or omission of the Counties or County-indemnified parties.

10.2 COOPERATION REGARDING CLAIMS

If either the Counties or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit, or proceeding that may result in a claim for indemnification by the Counties against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to or to defend the party failing to give such notice against such claim, demand, action, suit, or proceeding. The Counties and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit, or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the Counties, be entitled to cooperate with the Counties with respect to the defense. With the written consent of the Counties, the Owner/Operator may assume the defense or represent the interests of the Counties with respect to such claim, demand, action, suit, or proceeding, which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the Counties, and to propose, accept, or reject offers of settlement.

Article 11. DISPUTES, DEFAULTS, AND REMEDIES

11.1 RESOLUTION OF DISPUTES

In the event that any claim, controversy, or dispute arises between the Counties and the Owner/Operator, or if any approvals, agreements, or concurrences specified herein shall not have been timely given, the Owner/Operator and the Counties shall undertake in good faith to resolve the dispute. If the Counties and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Mifflin County, Pennsylvania, in equity or to law to litigate such disputes.

11.2 EVENTS OF DEFAULT BY COUNTIES

The persistent or repeated failure or refusal by the Counties to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the Counties hereunder, unless such failure or refusal shall be excused or justified by default by the Owner/Operator, provided, however, that no such failure or refusal shall constitute an event of default unless and until:

- (a) The Owner/Operator shall have given written notice to the Counties stating that, in its opinion, a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Counties; and
- (b) The Counties shall have failed to cure such default within thirty (30) days of its receipt of the written notice given pursuant to Article 11.2 (a) above, provided that if the Counties have commenced to take reasonable steps to correct such default within such thirty (30) day period, the Counties' failure

APPENDIX B-1

to complete its cure of the indicated default shall not constitute an event of default for as long as the is continuing to take reasonable steps to cure such default within the earliest practicable time.

11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

The Owner/Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the Counties or its Waste Haulers delivered to the Owner/Operator's Facility under the terms of this Agreement, or failure to fulfill its obligations under this Agreement otherwise.

11.4 FORCE MAJEURE

Neither the Owner/Operator nor the Counties shall be liable for the failure to perform their duties and obligations under the Agreement 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, labor strike or any other cause which was beyond the reasonable control of the Owner/Operator or the Counties and which the Owner/Operator or Counties were unable to avoid by the exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the Counties within ten (10) working days after the occurrence of the event.

11.5 REMEDIES

(a) If within a period of thirty (30) days after the Counties shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Counties to the Owner/Operator.

(c) If within a period of thirty (30) days after the Owner/Operator shall have given written notice to the Counties that a default has occurred and is continuing, and specifying the nature of the default, the Counties has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the Counties.

11.6 WAIVERS

A waiver by either the Counties or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective, a waiver must be in writing and signed by the party granting such waiver.

Article 12. TERM AND TERMINATION

12.1 EFFECTIVE DATE

This Agreement shall become effective on **January 01, 2025**. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

12.2 TERM OF AGREEMENT

The term of this Agreement shall commence on the effective date and shall continue in effect for ten (10) years and is intended to coincide with the 10-year planning period of the Counties' Plan.

12.3 EFFECT OF TERMINATION

Upon the termination of this Agreement, the obligations of the Counties and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the Counties or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

Article 13. MISCELLANEOUS

13.1 ASSIGNMENT

(a) This Agreement may not be assigned by either the Counties or the Owner/Operator or its rights sold by Owner/Operator except with written consent of the Counties or Owner/Operator or as further provided in this Article. The Counties may, however, contract with a third party or parties for waste collection, transportation, processing, and disposal. Such contracting will not be interpreted as an assignment of this Agreement. Further, any Municipality within the political boundaries of the Counties and/or any Waste Hauler may avail themselves of the rights of the Counties under this Agreement without violating the assignment provision, provided, however, that the covenants of the Counties in this Agreement will bind such Municipalities and Waste Haulers. The Owner/Operator shall not assign this Agreement except to a licensed and permitted successor to the Owner/Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to the Counties and the written consent of the Counties.

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service.

13.2 NOTICES

Except under emergency circumstances, all notices, demands, requests, and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized courier service or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

Counties: **Mifflin County Solid Waste Authority**
P.O. Box 390
Lewistown, PA 17044
Attn: **Lisa Smith**

Owner/Operator: _____
Attn: **Ted Onufrak**
Centre County Recycling and Refuse Authority
253 Transfer Road Bellefonte, PA 16823

APPENDIX B-1

Either the Counties or Owner/Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written Agreement duly executed by both parties to this Agreement. The Counties and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Counties and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement, or other appropriate actions, and shall to the extent practicable in light of such determination, implement and give effect to the intentions of the Counties and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

13.5 CHANGE OF OWNERSHIP

In the event of any change of control or ownership of the Owner/Operator's Facility, the new Owner would then be solely liable for the performance of the Agreement and any claims or liabilities under the Agreement.

13.6 GOVERNING LAW

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the Counties and Owner/Operator are affixed or of the place or places of performance. The Owner/Operator shall conduct the services provided for in this Agreement in compliance with all applicable federal and state laws and regulations.

13.7 COUNTERPARTS

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be a single instrument.

13.8 NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the Counties and the

- (d) references to writing include printing, typing, lithography, and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term “including” shall mean including without limitation.

13.11 NONDISCRIMINATION

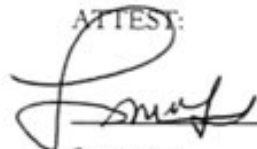
Neither the Owner/Operator, subcontractor, nor any person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, ancestry, disability, sexual orientation, or union membership.


APPENDIX B-1

IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this Municipal Waste Disposal Capacity Agreement to be executed as of the date and year first written.

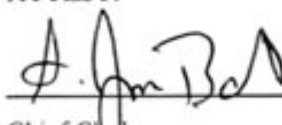
REPRESENTATIVES

For Mifflin County by delegation to the Mifflin County Solid Waste Authority:

ATTEST:

Secretary

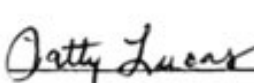
By: 
Title: CHAIRMAN


For Juniata County:

ATTEST:

Chief Clerk

By: Alice Gray
Title: Commissioner

OWNER/OPERATOR:

ATTEST:


By: 
Title: Executive Director

Attachment B-1.1 -In-Kind Services

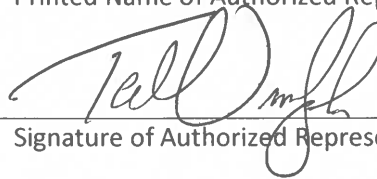
The CCRRA agrees to provide the following in-kind services:

1. Donation of disposal and recycling services for up to \$4.00 per ton for each ton of Municipal Solid Waste and Construction and Demolition Debris delivered to facility by approved haulers. The \$4.00 per ton can be used for any recycling services CCRRA provides (commercial, drop-off, curbside)
 - a. Material accepted include the following;
 - b. Illegally Dumped Waste
 - c. Household Hazardous Waste
 - d. Tires
 - e. Bulk Items
 - f. Whitegoods/Appliances with Freon
 - g. Whitegoods/Appliances without Freon
 - h. Clean Scrap Metal
 - i. Residential Construction and Demolition

The Mifflin County Solid Waste Authority and Juniata County shall notify the transfer station of inbound illegally dumped waste or eligible materials from cleanups prior to delivery. The CCRRA shall track the annual donated quantities (tons).



Printed Name of Authorized Representative



Signature of Authorized Representative

FIRST AMENDMENT TO MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT
COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS FIRST AMENDMENT TO AGREEMENT, made this 1st day of Nov, 2023, by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania counties organized and existing under the laws of the Commonwealth of Pennsylvania with places of business at their respective county seats (Counties), and Facility Name (Owner/ Operator) Center County Refuse & Recycling Authority.

WITNESSETH:

WHEREAS, the parties previously entered into a disposal capacity agreement dated July 19, 2023; and

WHEREAS, the Pennsylvania Department of Environmental Protection (PADEP) has required the Counties to remove the term Designated Disposal Facility from the agreement and to delete Article 5.1 (b) relating to using estimated weights during a scale outage;

NOW THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree to amend the agreement as follows:

ARTICLE 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS:

~~Designated Disposal Facility~~. A Facility that has executed this Disposal Capacity Agreement.

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a ~~County-designated disposal facility or another~~ fully permitted disposal facility.

Article 3. REPRESENTATIONS

3.4 ~~DESIGNATED~~ DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a ~~Designated~~-Disposal Facility willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility that is not a County-Designated Facility, the Owner/Operator must furnish proof that the facility holds a

valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

The Transfer Station referred to as

Centre County Refuse & Recycling Authority Transfer Station

will transfer waste to disposal facilities in accordance with this Agreement at the following facilities and/or otherwise clarified as follows: Laurel Highlands or other ~~designated~~ disposal facility in the Mifflin-Juniata Municipal Waste Management Plan.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, as amended, between the parties, dated _____, shall be and remain in full force and effect.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. ~~If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage.~~ The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this First Amendment to Agreement to be executed for the uses and purposes herein expressed on the day and year first written.

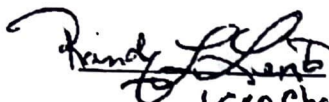
REPRESENTATIVES

For Mifflin County by delegation to the Mifflin County Solid Waste Authority:


By: 

Title: CHAIRMAN

ATTEST:


Vice Chairman

OWNER/OPERATOR:

By: 

Title: Executive Director

ATTEST:



APPENDIX B-1

MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 19th day of July, 2023 by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania; counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats (Counties), and Facility Name (Owner/Operator) Community Refuse Service, LLC d/b/a Cumberland County Landfill.

Article 1. BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) requires the Counties, as part of its Municipal Waste Management Plan (Plan), to provide disposal/processing capacity for all County-generated Municipal Waste over the 10-year planning period corresponding with the Counties' Plan. To meet this obligation, the Counties issued a Request for Proposals (RFP) through the Mifflin County Solid Waste Authority to execute Agreements with facilities for the provision of all, or a portion of, County-generated Municipal Waste over the designated 10-year term. The Owner/Operator responded to the solicitation, and the Mifflin County and Juniata County Board of Commissioners accepted the Owner/Operator's proposal. This Agreement provides the terms and conditions under which the Owner/Operator will provide disposal capacity and related services.

The Mifflin County Solid Waste Authority (MCSWA), as the designated administrator responsible for the implementation of the 10-year Regional Municipal Waste Management Plan (Plan) for Mifflin and Juniata Counties, has responsibilities set forth by Act 101 of 1988 and as regulated by the Pennsylvania Department of Environmental Protection (PADEP). Responsibilities include assuring adequate disposal capacity and proper disposal of solid wastes and the recovery of recyclable commodities to advance waste diversion toward Pennsylvania's 35 percent recycling goal. The Counties are interested in establishing Agreements to assure adequate disposal capacity is available to manage all waste generated by Mifflin and Juniata Counties for the 10-year contract term anticipated to be from 2025 through 2034.

NOW, THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree as follows:

Article 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS

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

APPENDIX B-1

Acceptable Waste. Municipal waste and all other wastes the facility is permitted to accept under applicable laws and regulations. Where applicable, acceptable or accepted wastes refer to the waste types that a Facility shall accept from Mifflin County and Juniata County sources.

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

Agreement. The Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, as amended or supplemented by other submittals by the Owner/Operator.

Alternative Facility. Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during the temporary or protracted cessation of operation at the facility.

Commercial Establishment. An establishment 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 (C/D). Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, brick, block, and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (1) uncontaminated soil, rock, stone, gravel, unused brick and block, and concrete; and (2) waste from land clearing, grubbing and excavation, including trees, brush, stumps, and vegetative material.

County or Counties. The Counties of Mifflin and Juniata, Commonwealth of Pennsylvania.

Department or PADEP. Pennsylvania Department of Environmental Protection.

Designated Disposal Facility. A Facility that has executed this Disposal Capacity Agreement.

Facilities. Processing and/or disposal facilities, including municipal waste, construction/demolition and residual waste landfills, resource recovery facilities permitted and licensed for the disposition of Municipal Waste (as defined herein), and/or residual waste. Transfer stations are facilities but are not considered **Designated Disposal Facilities** in the Plan because they do not provide disposal capacity.

Hazardous Waste. Solid waste or a 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) post 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 Establishment. An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.

Institutional Establishment. An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities, and universities.

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

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a County-designated disposal facility or another fully permitted facility.

Municipal Waste. Garbage, refuse, industrial lunchroom or office waste, and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from the 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. Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste, and incinerator ash residue. The term does not include source-separated recyclable materials or materials approved by PADEP for beneficial use.

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

Owner/Operator. Any Person who owns, operates, leases, controls, or supervises a Facility, or any permitted successors, assigns, or affiliates.

Owner/Operator's Facility. The Owner/Operator's permitted Facility as described in Form A-1, Facility Questionnaire.

Parent. Any corporation, now or at any time or times hereafter, owning or controlling (alone or with any other person or entity) at least a majority of the issued and outstanding capital stock of the Owner/Operator.

Permit. A permit issued by PADEP or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

Person. Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

Plan. The Counties' Municipal Waste Management Plan approved pursuant to Act 101.

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

Tipping Fee/Processing Fee. The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

Ton. Two thousand (2,000) pounds.

Transfer Station. A facility that 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

APPENDIX B-1

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.

Unacceptable Waste. Material that by 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. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state, or local law or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

Yard Waste. Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material.

2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms, and/or phrases used herein shall be defined by the applicable definition thereof, if any, in Act 101, the Pennsylvania Solid Waste Management Act, or the regulations promulgated thereunder.

Article 3. REPRESENTATIONS

3.1 REPRESENTATIONS OF COUNTIES

The Counties represent and warrant that:

- (a) It is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized to carry on the governmental functions and operations contemplated by this Agreement and each other Agreement or instrument entered into or to be entered into by the Counties or the municipalities within the boundaries of the Counties, pursuant to this Agreement.
- (b) It has the full power, authority, and legal right to enter into and perform this Agreement and all other agreements or instruments that it may enter into under any provision of this Agreement.
- (c) This Agreement and other agreements or instruments entered into by the Counties pursuant to this Agreement, when entered into, will have been duly authorized, executed, and delivered by the Counties and will constitute legal, valid, and binding obligations of the Counties.
- (d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the Counties, threatened against or adversely affecting the ability of the Counties to perform its obligations hereunder.

3.2 REPRESENTATIONS OF OWNER/OPERATOR

The Owner/Operator represents and warrants to the Counties that:

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency or agencies.
- (b) It is an entity duly organized and existing and in good standing under the laws of Pennsylvania or under the appropriate state regulatory agency or agencies and has the corporate power and authority

to enter into and perform its obligations under this Agreement and each other Agreement or instrument entered into or to be entered into under any provision of this Agreement.

(c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.

(d) This Agreement and each other Agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by, and delivered by the Owner/Operator and will constitute a legal, valid, and binding obligation of the Owner/Operator.

(e) The execution, delivery, and performance hereof by the Owner/Operator: (i) has the requisite approval of all applicable governmental bodies; (ii) will not violate any judgment, order, law, or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.

(f) This Agreement has been duly authorized, executed, and delivered by the Owner/Operator and constitutes a legal, valid, and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

(g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.

(h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the Counties' solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

3.3 DESIGNATED DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a Designated Disposal Facility willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility that is not a County-Designated Facility, the Owner/Operator must furnish proof that the

APPENDIX B-1

facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in **Appendix A, Submittal Forms**:

(a) The Counties may, at its or their option, cause to be delivered to the Owner/Operator's Facility during the receiving times all, part, or none of the Acceptable Waste generated in the Counties subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement.

(b) The Counties or any Waste Hauler shall notify the Owner/Operator that it intends to exercise its right to deliver Acceptable Waste to the Owner/Operator's Facility prior to commencing the delivery of such wastes.

(c) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide processing and/or disposal capacity as may be needed by the Counties for all Acceptable Waste generated within the geographic boundaries of the Counties and that the Counties may cause to be delivered to the Owner/Operator's Facility. This shall include occasional delivery of Acceptable Waste by individual County residents in small vehicles. From time to time, the Owner/Operator and the Counties shall agree on reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide in-kind processing and/or disposal and other in-kind services as clarified in completed Form A-3 and including any supplemental documentation clarifying the In-kind Services.

4.2 RELEASE FROM COMMITMENT

The Owner/Operator may, at any time, request that the Counties release it from its commitment to provide all or part of the reserved capacity required. Such request shall be in writing and shall set forth the basis for the request. The Counties shall, in good faith, review the Owner/Operator's request, based on the Counties' ability to ensure sufficient disposal capacity for Municipal Waste estimated to be generated during that particular calendar year, and make a determination within ten (10) business days of receipt of the request. If the request does not jeopardize the Counties' ability to ensure sufficient disposal capacity, it shall grant the Owner/Operator's request. The Counties' decision shall be in writing and delivered to the Owner/Operator.

The Owner/Operator may dispute the Counties' decision by giving the Counties a written request for resolution of the dispute within five (5) working days of receipt of the decision. If the parties cannot resolve the dispute, the parties agree that the venue for dispute resolution shall be the Court of Common Pleas of Mifflin County, Pennsylvania or Federal District Court, Middle District, Pennsylvania. The sole issue to be arbitrated is whether the requested release can be granted without jeopardizing the ability of the Counties to ensure sufficient disposal capacity for Municipal Waste generated in the Counties for that year. During the resolution of any dispute, the Owner/Operator and the Counties shall each continue to perform all of their respective obligations under this Agreement without interruption or slowdown.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

5.2 RECEIVING TIME/HOURS OF OPERATION

(a) The Owner/Operator's Facility shall be available to receive waste during the receiving times specified in Forms contained in Appendix A, attached hereto, and incorporated herein by reference.

(b) If the Counties or a Waste Hauler requests and the Owner/Operator agrees, a Waste Hauler may deliver waste at times in addition to the specified receiving times at a cost that may exceed the fees herein as mutually agreed upon by such Waste Hauler and the Owner/Operator.

(c) Upon request by the Counties, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

5.3 RIGHT TO REFUSE DELIVERY

(a) Except as noted in Article 5.2, the Owner/Operator may refuse waste delivered at hours other than the specified receiving times.

(b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/Operator's Facility and may refuse: (i) waste for which specific Regulatory Agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing Hazardous Waste; or (iii) loads containing Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator, at its sole discretion, may refuse delivery of the entire load or the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to the initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.

APPENDIX B-1

(c) Unless receipt of such waste would adversely affect the facility operation or adversely affect health and safety, the Owner/Operator's Facility may not reject a load of Acceptable Waste from the Counties. Complaints

The Owner/Operator shall receive and respond to all complaints from Waste Haulers regarding the acceptance of waste materials at the Owner/Operator's Facility. Any complaints received by the Counties will be directed to the Owner/Operator. In the event the Owner/Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the Counties shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

5.4 TITLE TO MUNICIPAL WASTE

Except in the case where hazardous or Unacceptable Wastes are delivered to the Owner/Operator's Facility, title to the Municipal Waste and any benefits of marketing materials or energy recovery shall pass to the Owner/Operator upon delivery to the Owner/Operator's Facility and acceptance of waste by the Owner/Operator.

5.5 PERMITS

The Owner/Operator shall be responsible for obtaining all permits necessary for the construction and operation of the Owner/Operator's Facility required to comply with the terms and conditions of this Agreement and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a default on this Agreement.

Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS

The Owner/Operator shall establish and maintain a system to provide storage and ready retrieval of the Owner/Operator's Facility operating data pertinent to this Agreement.

6.1 BASIC REPORTING REQUIREMENTS

(a) In-County and Out-of-County Owner/Operators shall provide the MCSWA and Counties with quarterly reports of all types of waste delivered to the Owner/Operator's Facility that are generated from County sources and delivered to the Owner/Operator's Facility. This report shall include the totals by month for each type of waste. To the extent that reports required to be submitted to PADEP or any other regulatory agency contain the information required by the Counties, copies of said reports may be submitted to the Counties to comply with the Owner/Operator's reporting requirements.

(b) Along with quarterly reports, the Owner/Operator shall provide (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

6.2 SPECIAL REPORTING REQUIREMENTS

The Owner/Operator shall provide written notification to the Counties of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in

permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

6.3 ADMINISTRATIVE INSPECTIONS

Upon reasonable notice and during regular business hours, the Counties and its authorized representatives shall have access to the Owner/Operator's records pertaining to the quantities and sources of County-generated Municipal Waste to verify compliance with the terms and conditions of this Agreement.

Article 7. TIPPING FEES AND OTHER CHARGES

7.1 TIPPING FEES

(a) All Waste Haulers shall pay at a maximum the rates set forth in Appendix A, Form A-2 Proposed Rate Schedule, for County-generated Municipal Waste and other wastes/recyclables as identified by Respondents. The rates shall, as applicable, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host County or municipality; (ii) Act 101 recycling fee and growing greener fee; (iii) and Act 101 post closure fee.

(b) The Counties shall not be responsible for any payment to the Owner/Operator of tipping fees incurred by Waste Haulers. All tipping fees shall be paid directly by the Waste Haulers that deliver the waste to the Owner/Operator's Facility. The Owner/Operator shall be responsible for billing and collecting all tipping fees. The Counties shall not be responsible for the failure of any Waste Hauler to pay the Owner/Operator's tipping fees.

The Owner/Operator shall not charge a tipping fee to a County hauler exceeding the maximum rates this Agreement established for each type of waste. Nothing in this Agreement shall prevent or preclude the Owner/Operator from negotiating alternate tipping fees with any hauler, provided such fees do not exceed the maximum rates under this Agreement.

(e) Unless the Counties and the Owner/Operator mutually agree to an alternate date, all annual rate adjustments shall become effective on January 01 of each year of the Agreement.

(f) The Owner/Operator may petition the Counties at any time for additional rate or fee adjustments based on 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 this Agreement was awarded. The Counties shall evaluate the evidence submitted and may approve reasonable and justifiable cost adjustments, and the Counties shall not unreasonably deny such cost adjustments.

Article 8. IN-KIND SERVICES

Per the Request for Proposals (RFP), the Counties requested interested disposal facility Owners/Operators to offer in-kind services. These may include free disposal of specified quantities of illegal dump waste to benefit the Counties' solid waste management system's performance and avoid costs. These in-kind services identified by Owners/Operators and as negotiated by the Counties and Respondents shall be incorporated within the Disposal Capacity Agreement under this section by reference (**Attachment B-1.1**).

APPENDIX B-1

Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The Counties and the Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement to the extent such loss or damage is recovered under insurance policies.

(b) The Counties shall be designated as an additional insured under all required insurance policies. The Owner/Operator shall provide the Counties with copies and certificates of said insurance policies. Each such insurance policy shall provide the Counties with a thirty (30) day notice of cancellation.

Article 10. INDEMNIFICATION

10.1 INDEMNIFICATION

The Owner/Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties, its officers, members, employees, agents, contractors, and subcontractors, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and attorneys' fees, and shall defend the Counties indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property to the extent caused by:

(a) the negligence or willful misconduct, tortious activity, error or omission of Owner/Operator or its successors or assigns, or any of its officers, agents, employees, contractors, or subcontractors in connection with Owner/Operator obligations or rights under this Agreement; and

(b) the construction, operation, closure, and post-closure care and maintenance of the Owner/Operator's Facility.

The Owner/Operator shall not be liable or required to indemnify or reimburse the Counties or any County-indemnified party for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and other attorney fees arising out of any willful or negligent act, tortious activity, error, or omission of the Counties or County-indemnified parties.

10.2 COOPERATION REGARDING CLAIMS

If either the Counties or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit, or proceeding that may result in a claim for indemnification by the Counties against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to or to defend the party failing to give such notice against such claim, demand, action, suit, or proceeding. The Counties and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit, or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the Counties, be entitled to cooperate with the Counties with respect to the defense. With the written consent of the Counties, the Owner/Operator may assume the defense or represent the interests of the Counties

with respect to such claim, demand, action, suit, or proceeding, which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the Counties, and to propose, accept, or reject offers of settlement.

Article 11. DISPUTES, DEFAULTS, AND REMEDIES

11.1 RESOLUTION OF DISPUTES

In the event that any claim, controversy, or dispute arises between the Counties and the Owner/Operator, or if any approvals, agreements, or concurrences specified herein shall not have been timely given, the Owner/Operator and the Counties shall undertake in good faith to resolve the dispute. If the Counties and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Mifflin County, Pennsylvania, in equity or to law to litigate such disputes.

11.2 EVENTS OF DEFAULT BY COUNTIES

The persistent or repeated failure or refusal by the Counties to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the Counties hereunder, unless such failure or refusal shall be excused or justified by default by the Owner/Operator, provided, however, that no such failure or refusal shall constitute an event of default unless and until:

- (a) The Owner/Operator shall have given written notice to the Counties stating that, in its opinion, a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Counties; and
- (b) The Counties shall have failed to cure such default within thirty (30) days of its receipt of the written notice given pursuant to Article 11.2 (a) above, provided that if the Counties have commenced to take reasonable steps to correct such default within such thirty (30) day period, the Counties' failure to complete its cure of the indicated default shall not constitute an event of default for as long as the is continuing to take reasonable steps to cure such default within the earliest practicable time.

11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

The Owner/Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the Counties or its Waste Haulers delivered to the Owner/Operator's Facility under the terms of this Agreement, or failure to fulfill its obligations under this Agreement otherwise.

11.4 FORCE MAJEURE

Neither the Owner/Operator nor the Counties shall be liable for the failure to perform their duties and obligations under the Agreement 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, labor strike or any other cause which was beyond the reasonable control of the Owner/Operator or the Counties and which the Owner/Operator or Counties were unable to avoid by the exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the Counties within ten (10) working days after the occurrence of the event.

APPENDIX B-1

11.5 REMEDIES

(a) If within a period of thirty (30) days after the Counties shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Counties to the Owner/Operator.

(c) If within a period of thirty (30) days after the Owner/Operator shall have given written notice to the Counties that a default has occurred and is continuing, and specifying the nature of the default, the Counties has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the Counties.

11.6 WAIVERS

A waiver by either the Counties or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective, a waiver must be in writing and signed by the party granting such waiver.

Article 12. TERM AND TERMINATION

12.1 EFFECTIVE DATE

This Agreement shall become effective on **January 01, 2025**. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

12.2 TERM OF AGREEMENT

The term of this Agreement shall commence on the effective date and shall continue in effect for ten (10) years and is intended to coincide with the 10-year planning period of the Counties' Plan.

12.3 EFFECT OF TERMINATION

Upon the termination of this Agreement, the obligations of the Counties and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the Counties or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

Article 13. MISCELLANEOUS

13.1 ASSIGNMENT

(a) This Agreement may not be assigned by either the Counties or the Owner/Operator or its rights sold by Owner/Operator except with written consent of the Counties or Owner/Operator or as further provided in this Article. The Counties may, however, contract with a third party or parties

for waste collection, transportation, processing, and disposal. Such contracting will not be interpreted as an assignment of this Agreement. Further, any Municipality within the political boundaries of the Counties and/or any Waste Hauler may avail themselves of the rights of the Counties under this Agreement without violating the assignment provision, provided, however, that the covenants of the Counties in this Agreement will bind such Municipalities and Waste Haulers. The Owner/Operator shall not assign this Agreement except to a licensed and permitted successor to the Owner/Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to the Counties and the written consent of the Counties.

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service.

13.2 NOTICES

Except under emergency circumstances, all notices, demands, requests, and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized courier service or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

Counties: **Mifflin County Solid Waste Authority**
P.O. Box 390
Lewistown, PA 17044
Attn: **Lisa Smith**

Owner/Operator: Community Refuse Service, LLC, d/b/a Cumberland County Landfill
Attn: Michael McInyre
620 Newville Road
Newburg, PA 17240

Either the Counties or Owner/Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written Agreement duly executed by both parties to this Agreement. The Counties and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

APPENDIX B-1

13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Counties and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement, or other appropriate actions, and shall to the extent practicable in light of such determination, implement and give effect to the intentions of the Counties and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

13.5 CHANGE OF OWNERSHIP

In the event of any change of control or ownership of the Owner/Operator's Facility, the new Owner would then be solely liable for the performance of the Agreement and any claims or liabilities under the Agreement.

13.6 GOVERNING LAW

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the Counties and Owner/Operator are affixed or of the place or places of performance. The Owner/Operator shall conduct the services provided for in this Agreement in compliance with all applicable federal and state laws and regulations.

13.7 COUNTERPARTS

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be a single instrument.

13.8 NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the Counties and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the Counties for any purpose whatsoever.

13.9 SECTION HEADINGS/REFERENCES

The section headings and captions contained in this Agreement are included for convenience only. They shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

13.10 CONVENTIONS

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending, or replacing the statute referred to;

- (d) references to writing include printing, typing, lithography, and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term “including” shall mean including without limitation.

13.11 NONDISCRIMINATION

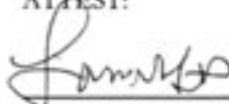
Neither the Owner/Operator, subcontractor, nor any person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, ancestry, disability, sexual orientation, or union membership.

APPENDIX B-1

IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this Municipal Waste Disposal Capacity Agreement to be executed as of the date and year first written.

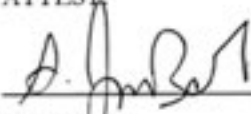
REPRESENTATIVES

For Mifflin County by delegation to the Mifflin County Solid Waste Authority:

ATTEST:

Secretary


By: 
Title: CHAIRMAN

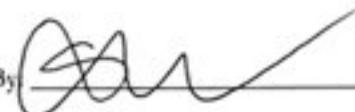
For Juniata County:

ATTEST:

Chief Clerk

By: Alice Gray
Title: Commissioner

OWNER/OPERATOR:

ATTEST:


By: 
Title: Ronald S. Ward, Vice President

Attachment B-1.1 -In-Kind Services

The Cumberland Landfill agrees to provide the following in-kind services:

1. Donation of disposal services for up to 50 tons per year of non-hazardous Municipal Solid Waste originating from illegal dumpsites or cleanups within Mifflin and Juniata Counties. Eligible materials include mixed solid waste, HHW, special wastes, and appliances containing Freon.
2. The Cumberland Landfill does not commit to any financial contributions under this Agreement but is willing to work with organizations in Mifflin and Juniata Counties for in-kind hauling services on a case-by-case basis.

The Mifflin County Solid Waste Authority and Juniata County shall notify the landfill of inbound illegally dumped waste or eligible materials from cleanups prior to delivery. The Cumberland Landfill shall track the annual donated quantities (tons).

Scott Dellinger – Sr Industrial Account Manager

Printed Name of Authorized Representative



Signature of Authorized Representative

FIRST AMENDMENT TO MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT
COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS FIRST AMENDMENT TO AGREEMENT, made this 1st day of Nov, 2023, by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania counties organized and existing under the laws of the Commonwealth of Pennsylvania with places of business at their respective county seats (Counties), and Facility Name (Owner/ Operator) Community Refuse Service, LLC d/b/a Cumberland County Landfill.

WITNESSETH:

WHEREAS, the parties previously entered into a disposal capacity agreement dated July 19, 2023; and

WHEREAS, the Pennsylvania Department of Environmental Protection (PADEP) has required the Counties to remove the term Designated Disposal Facility from the agreement and to delete Article 5.1 (b) relating to using estimated weights during a scale outage;

NOW THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree to amend the agreement as follows:

ARTICLE 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS:

~~Designated Disposal Facility~~. A Facility that has executed this Disposal Capacity Agreement.

~~Waste Hauler~~. Any person collecting and/or transporting County-generated Municipal Waste to a County-designated disposal facility or another fully permitted disposal facility.

Article 3. REPRESENTATIONS

3.4 DESIGNATED DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a ~~Designated~~-Disposal Facility willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility

that is not a County-Designated Facility, the Owner/Operator must furnish proof that the facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

The Transfer Station referred to as

_____ will transfer waste to disposal facilities in accordance with this Agreement at the following facilities and/or otherwise clarified as follows: _____ or other ~~designated~~ disposal facility in the Mifflin-Juniata Municipal Waste Management Plan.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, as amended, between the parties, dated _____, shall be and remain in full force and effect.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. ~~If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage.~~ The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this First Amendment to Agreement to be executed for the uses and purposes herein expressed on the day and year first written.

REPRESENTATIVES

For Mifflin County by delegation to the Mifflin County Solid Waste Authority:

By:  _____

Title: CHAIRMAN _____

ATTEST:


VICE CHAIRMAN

OWNER/OPERATOR

ATTEST:



By:  _____

Title: Senior Industrial Account Mgr. _____

APPENDIX B-1

MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 19th day of July, 2023 by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania; counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats (Counties), and Facility Name (Owner/Operator) Laurel Highlands Landfill Inc., d/b/a Laurel Highlands Landfill.

Article 1. BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) requires the Counties, as part of its Municipal Waste Management Plan (Plan), to provide disposal/processing capacity for all County-generated Municipal Waste over the 10-year planning period corresponding with the Counties' Plan. To meet this obligation, the Counties issued a Request for Proposals (RFP) through the Mifflin County Solid Waste Authority to execute Agreements with facilities for the provision of all, or a portion of, County-generated Municipal Waste over the designated 10-year term. The Owner/Operator responded to the solicitation, and the Mifflin County and Juniata County Board of Commissioners accepted the Owner/Operator's proposal. This Agreement provides the terms and conditions under which the Owner/Operator will provide disposal capacity and related services.

The Mifflin County Solid Waste Authority (MCSWA), as the designated administrator responsible for the implementation of the 10-year Regional Municipal Waste Management Plan (Plan) for Mifflin and Juniata Counties, has responsibilities set forth by Act 101 of 1988 and as regulated by the Pennsylvania Department of Environmental Protection (PADEP). Responsibilities include assuring adequate disposal capacity and proper disposal of solid wastes and the recovery of recyclable commodities to advance waste diversion toward Pennsylvania's 35 percent recycling goal. The Counties are interested in establishing Agreements to assure adequate disposal capacity is available to manage all waste generated by Mifflin and Juniata Counties for the 10-year contract term anticipated to be from 2025 through 2034.

NOW, THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree as follows:

Article 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS

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

APPENDIX B-1

Acceptable Waste. Municipal waste and all other wastes the facility is permitted to accept under applicable laws and regulations. Where applicable, acceptable or accepted wastes refer to the waste types that a Facility shall accept from Mifflin County and Juniata County sources.

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

Agreement. The Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, as amended or supplemented by other submittals by the Owner/Operator.

Alternative Facility. Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during the temporary or protracted cessation of operation at the facility.

Commercial Establishment. An establishment 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 (C/D). Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, brick, block, and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (1) uncontaminated soil, rock, stone, gravel, unused brick and block, and concrete; and (2) waste from land clearing, grubbing and excavation, including trees, brush, stumps, and vegetative material.

County or Counties. The Counties of Mifflin and Juniata, Commonwealth of Pennsylvania.

Department or PADEP. Pennsylvania Department of Environmental Protection.

Designated Disposal Facility. A Facility that has executed this Disposal Capacity Agreement.

Facilities. Processing and/or disposal facilities, including municipal waste, construction/demolition and residual waste landfills, resource recovery facilities permitted and licensed for the disposition of Municipal Waste (as defined herein), and/or residual waste. Transfer stations are facilities but are not considered **Designated Disposal Facilities** in the Plan because they do not provide disposal capacity.

Hazardous Waste. Solid waste or a 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) post 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 Establishment. An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.

Institutional Establishment. An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities, and universities.

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

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a County-designated disposal facility or another fully permitted facility.

Municipal Waste. Garbage, refuse, industrial lunchroom or office waste, and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from the 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. Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste, and incinerator ash residue. The term does not include source-separated recyclable materials or materials approved by PADEP for beneficial use.

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

Owner/Operator. Any Person who owns, operates, leases, controls, or supervises a Facility, or any permitted successors, assigns, or affiliates.

Owner/Operator's Facility. The Owner/Operator's permitted Facility as described in Form A-1, Facility Questionnaire.

Parent. Any corporation, now or at any time or times hereafter, owning or controlling (alone or with any other person or entity) at least a majority of the issued and outstanding capital stock of the Owner/Operator.

Permit. A permit issued by PADEP or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

Person. Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

Plan. The Counties' Municipal Waste Management Plan approved pursuant to Act 101.

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

Tipping Fee/Processing Fee. The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

Ton. Two thousand (2,000) pounds.

Transfer Station. A facility that 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

APPENDIX B-1

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.

Unacceptable Waste. Material that by 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. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state, or local law or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

Yard Waste. Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material.

2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms, and/or phrases used herein shall be defined by the applicable definition thereof, if any, in Act 101, the Pennsylvania Solid Waste Management Act, or the regulations promulgated thereunder.

Article 3. REPRESENTATIONS

3.1 REPRESENTATIONS OF COUNTIES

The Counties represent and warrant that:

- (a) It is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized to carry on the governmental functions and operations contemplated by this Agreement and each other Agreement or instrument entered into or to be entered into by the Counties or the municipalities within the boundaries of the Counties, pursuant to this Agreement.
- (b) It has the full power, authority, and legal right to enter into and perform this Agreement and all other agreements or instruments that it may enter into under any provision of this Agreement.
- (c) This Agreement and other agreements or instruments entered into by the Counties pursuant to this Agreement, when entered into, will have been duly authorized, executed, and delivered by the Counties and will constitute legal, valid, and binding obligations of the Counties.
- (d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the Counties, threatened against or adversely affecting the ability of the Counties to perform its obligations hereunder.

3.2 REPRESENTATIONS OF OWNER/OPERATOR

The Owner/Operator represents and warrants to the Counties that:

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency or agencies.
- (b) It is an entity duly organized and existing and in good standing under the laws of Pennsylvania or under the appropriate state regulatory agency or agencies and has the corporate power and authority

to enter into and perform its obligations under this Agreement and each other Agreement or instrument entered into or to be entered into under any provision of this Agreement.

(c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.

(d) This Agreement and each other Agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by, and delivered by the Owner/Operator and will constitute a legal, valid, and binding obligation of the Owner/Operator.

(e) The execution, delivery, and performance hereof by the Owner/Operator: (i) has the requisite approval of all applicable governmental bodies; (ii) will not violate any judgment, order, law, or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.

(f) This Agreement has been duly authorized, executed, and delivered by the Owner/Operator and constitutes a legal, valid, and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

(g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.

(h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the Counties' solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

3.3 DESIGNATED DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a Designated Disposal Facility willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility that is not a County-Designated Facility, the Owner/Operator must furnish proof that the

APPENDIX B-1

facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in **Appendix A, Submittal Forms**:

(a) The Counties may, at its or their option, cause to be delivered to the Owner/Operator's Facility during the receiving times all, part, or none of the Acceptable Waste generated in the Counties subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement.

(b) The Counties or any Waste Hauler shall notify the Owner/Operator that it intends to exercise its right to deliver Acceptable Waste to the Owner/Operator's Facility prior to commencing the delivery of such wastes.

(c) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide processing and/or disposal capacity as may be needed by the Counties for all Acceptable Waste generated within the geographic boundaries of the Counties and that the Counties may cause to be delivered to the Owner/Operator's Facility. This shall include occasional delivery of Acceptable Waste by individual County residents in small vehicles. From time to time, the Owner/Operator and the Counties shall agree on reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide in-kind processing and/or disposal and other in-kind services as clarified in completed Form A-3 and including any supplemental documentation clarifying the In-kind Services.

4.2 RELEASE FROM COMMITMENT

The Owner/Operator may, at any time, request that the Counties release it from its commitment to provide all or part of the reserved capacity required. Such request shall be in writing and shall set forth the basis for the request. The Counties shall, in good faith, review the Owner/Operator's request, based on the Counties' ability to ensure sufficient disposal capacity for Municipal Waste estimated to be generated during that particular calendar year, and make a determination within ten (10) business days of receipt of the request. If the request does not jeopardize the Counties' ability to ensure sufficient disposal capacity, it shall grant the Owner/Operator's request. The Counties' decision shall be in writing and delivered to the Owner/Operator.

The Owner/Operator may dispute the Counties' decision by giving the Counties a written request for resolution of the dispute within five (5) working days of receipt of the decision. If the parties cannot resolve the dispute, the parties agree that the venue for dispute resolution shall be the Court of Common Pleas of Mifflin County, Pennsylvania or Federal District Court, Middle District, Pennsylvania. The sole issue to be arbitrated is whether the requested release can be granted without jeopardizing the ability of the Counties to ensure sufficient disposal capacity for Municipal Waste generated in the Counties for that year. During the resolution of any dispute, the Owner/Operator and the Counties shall each continue to perform all of their respective obligations under this Agreement without interruption or slowdown.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

5.2 RECEIVING TIME/HOURS OF OPERATION

(a) The Owner/Operator's Facility shall be available to receive waste during the receiving times specified in Forms contained in Appendix A, attached hereto, and incorporated herein by reference.

(b) If the Counties or a Waste Hauler requests and the Owner/Operator agrees, a Waste Hauler may deliver waste at times in addition to the specified receiving times at a cost that may exceed the fees herein as mutually agreed upon by such Waste Hauler and the Owner/Operator.

(c) Upon request by the Counties, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

5.3 RIGHT TO REFUSE DELIVERY

(a) Except as noted in Article 5.2, the Owner/Operator may refuse waste delivered at hours other than the specified receiving times.

(b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/Operator's Facility and may refuse: (i) waste for which specific Regulatory Agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing Hazardous Waste; or (iii) loads containing Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator, at its sole discretion, may refuse delivery of the entire load or the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to the initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.

APPENDIX B-1

(c) Unless receipt of such waste would adversely affect the facility operation or adversely affect health and safety, the Owner/Operator's Facility may not reject a load of Acceptable Waste from the Counties. Complaints

The Owner/Operator shall receive and respond to all complaints from Waste Haulers regarding the acceptance of waste materials at the Owner/Operator's Facility. Any complaints received by the Counties will be directed to the Owner/Operator. In the event the Owner/Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the Counties shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

5.4 TITLE TO MUNICIPAL WASTE

Except in the case where hazardous or Unacceptable Wastes are delivered to the Owner/Operator's Facility, title to the Municipal Waste and any benefits of marketing materials or energy recovery shall pass to the Owner/Operator upon delivery to the Owner/Operator's Facility and acceptance of waste by the Owner/Operator.

5.5 PERMITS

The Owner/Operator shall be responsible for obtaining all permits necessary for the construction and operation of the Owner/Operator's Facility required to comply with the terms and conditions of this Agreement and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a default on this Agreement.

Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS

The Owner/Operator shall establish and maintain a system to provide storage and ready retrieval of the Owner/Operator's Facility operating data pertinent to this Agreement.

6.1 BASIC REPORTING REQUIREMENTS

(a) In-County and Out-of-County Owner/Operators shall provide the MCSWA and Counties with quarterly reports of all types of waste delivered to the Owner/Operator's Facility that are generated from County sources and delivered to the Owner/Operator's Facility. This report shall include the totals by month for each type of waste. To the extent that reports required to be submitted to PADEP or any other regulatory agency contain the information required by the Counties, copies of said reports may be submitted to the Counties to comply with the Owner/Operator's reporting requirements.

(b) Along with quarterly reports, the Owner/Operator shall provide (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

6.2 SPECIAL REPORTING REQUIREMENTS

The Owner/Operator shall provide written notification to the Counties of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in

permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

6.3 ADMINISTRATIVE INSPECTIONS

Upon reasonable notice and during regular business hours, the Counties and its authorized representatives shall have access to the Owner/Operator's records pertaining to the quantities and sources of County-generated Municipal Waste to verify compliance with the terms and conditions of this Agreement.

Article 7. TIPPING FEES AND OTHER CHARGES

7.1 TIPPING FEES

(a) All Waste Haulers shall pay at a maximum the rates set forth in Appendix A, Form A-2 Proposed Rate Schedule, for County-generated Municipal Waste and other wastes/recyclables as identified by Respondents. The rates shall, as applicable, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host County or municipality; (ii) Act 101 recycling fee and growing greener fee; (iii) and Act 101 post closure fee.

(b) The Counties shall not be responsible for any payment to the Owner/Operator of tipping fees incurred by Waste Haulers. All tipping fees shall be paid directly by the Waste Haulers that deliver the waste to the Owner/Operator's Facility. The Owner/Operator shall be responsible for billing and collecting all tipping fees. The Counties shall not be responsible for the failure of any Waste Hauler to pay the Owner/Operator's tipping fees.

The Owner/Operator shall not charge a tipping fee to a County hauler exceeding the maximum rates this Agreement established for each type of waste. Nothing in this Agreement shall prevent or preclude the Owner/Operator from negotiating alternate tipping fees with any hauler, provided such fees do not exceed the maximum rates under this Agreement.

(e) Unless the Counties and the Owner/Operator mutually agree to an alternate date, all annual rate adjustments shall become effective on January 01 of each year of the Agreement.

(f) The Owner/Operator may petition the Counties at any time for additional rate or fee adjustments based on 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 this Agreement was awarded. The Counties shall evaluate the evidence submitted and may approve reasonable and justifiable cost adjustments, and the Counties shall not unreasonably deny such cost adjustments.

Article 8. IN-KIND SERVICES

Per the Request for Proposals (RFP), the Counties requested interested disposal facility Owners/Operators to offer in-kind services. These may include free disposal of specified quantities of illegal dump waste to benefit the Counties' solid waste management system's performance and avoid costs. These in-kind services identified by Owners/Operators and as negotiated by the Counties and Respondents shall be incorporated within the Disposal Capacity Agreement under this section by reference (**Attachment B-1.1**).

APPENDIX B-1

Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The Counties and the Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement to the extent such loss or damage is recovered under insurance policies.

(b) The Counties shall be designated as an additional insured under all required insurance policies. The Owner/Operator shall provide the Counties with copies and certificates of said insurance policies. Each such insurance policy shall provide the Counties with a thirty (30) day notice of cancellation.

Article 10. INDEMNIFICATION

10.1 INDEMNIFICATION

The Owner/Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties, its officers, members, employees, agents, contractors, and subcontractors, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and attorneys' fees, and shall defend the Counties indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property to the extent caused by:

(a) the negligence or willful misconduct, tortious activity, error or omission of Owner/Operator or its successors or assigns, or any of its officers, agents, employees, contractors, or subcontractors in connection with Owner/Operator obligations or rights under this Agreement; and

(b) the construction, operation, closure, and post-closure care and maintenance of the Owner/Operator's Facility.

The Owner/Operator shall not be liable or required to indemnify or reimburse the Counties or any County-indemnified party for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and other attorney fees arising out of any willful or negligent act, tortious activity, error, or omission of the Counties or County-indemnified parties.

10.2 COOPERATION REGARDING CLAIMS

If either the Counties or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit, or proceeding that may result in a claim for indemnification by the Counties against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to or to defend the party failing to give such notice against such claim, demand, action, suit, or proceeding. The Counties and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit, or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the Counties, be entitled to cooperate with the Counties with respect to the defense. With the written consent of the Counties, the Owner/Operator may assume the defense or represent the interests of the Counties

with respect to such claim, demand, action, suit, or proceeding, which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the Counties, and to propose, accept, or reject offers of settlement.

Article 11. DISPUTES, DEFAULTS, AND REMEDIES

11.1 RESOLUTION OF DISPUTES

In the event that any claim, controversy, or dispute arises between the Counties and the Owner/Operator, or if any approvals, agreements, or concurrences specified herein shall not have been timely given, the Owner/Operator and the Counties shall undertake in good faith to resolve the dispute. If the Counties and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Mifflin County, Pennsylvania, in equity or to law to litigate such disputes.

11.2 EVENTS OF DEFAULT BY COUNTIES

The persistent or repeated failure or refusal by the Counties to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the Counties hereunder, unless such failure or refusal shall be excused or justified by default by the Owner/Operator, provided, however, that no such failure or refusal shall constitute an event of default unless and until:

- (a) The Owner/Operator shall have given written notice to the Counties stating that, in its opinion, a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Counties; and
- (b) The Counties shall have failed to cure such default within thirty (30) days of its receipt of the written notice given pursuant to Article 11.2 (a) above, provided that if the Counties have commenced to take reasonable steps to correct such default within such thirty (30) day period, the Counties' failure to complete its cure of the indicated default shall not constitute an event of default for as long as the is continuing to take reasonable steps to cure such default within the earliest practicable time.

11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

The Owner/Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the Counties or its Waste Haulers delivered to the Owner/Operator's Facility under the terms of this Agreement, or failure to fulfill its obligations under this Agreement otherwise.

11.4 FORCE MAJEURE

Neither the Owner/Operator nor the Counties shall be liable for the failure to perform their duties and obligations under the Agreement 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, labor strike or any other cause which was beyond the reasonable control of the Owner/Operator or the Counties and which the Owner/Operator or Counties were unable to avoid by the exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the Counties within ten (10) working days after the occurrence of the event.

APPENDIX B-1

11.5 REMEDIES

(a) If within a period of thirty (30) days after the Counties shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Counties to the Owner/Operator.

(c) If within a period of thirty (30) days after the Owner/Operator shall have given written notice to the Counties that a default has occurred and is continuing, and specifying the nature of the default, the Counties has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the Counties.

11.6 WAIVERS

A waiver by either the Counties or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective, a waiver must be in writing and signed by the party granting such waiver.

Article 12. TERM AND TERMINATION

12.1 EFFECTIVE DATE

This Agreement shall become effective on **January 01, 2025**. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

12.2 TERM OF AGREEMENT

The term of this Agreement shall commence on the effective date and shall continue in effect for ten (10) years and is intended to coincide with the 10-year planning period of the Counties' Plan.

12.3 EFFECT OF TERMINATION

Upon the termination of this Agreement, the obligations of the Counties and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the Counties or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

Article 13. MISCELLANEOUS

13.1 ASSIGNMENT

(a) This Agreement may not be assigned by either the Counties or the Owner/Operator or its rights sold by Owner/Operator except with written consent of the Counties or Owner/Operator or as further provided in this Article. The Counties may, however, contract with a third party or parties

for waste collection, transportation, processing, and disposal. Such contracting will not be interpreted as an assignment of this Agreement. Further, any Municipality within the political boundaries of the Counties and/or any Waste Hauler may avail themselves of the rights of the Counties under this Agreement without violating the assignment provision, provided, however, that the covenants of the Counties in this Agreement will bind such Municipalities and Waste Haulers. The Owner/Operator shall not assign this Agreement except to a licensed and permitted successor to the Owner/Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to the Counties and the written consent of the Counties.

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service.

13.2 NOTICES

Except under emergency circumstances, all notices, demands, requests, and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized courier service or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

Counties: **Mifflin County Solid Waste Authority**
P.O. Box 390
Lewistown, PA 17044
Attn: **Lisa Smith**

Owner/Operator: Laurel Highlands Landfill, Inc., d/b/a Laurel Highlands Landfill
Attn: Ryan Czarnota
260 Laurel Ridge Road
Johnstown, PA 15909

Either the Counties or Owner/Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written Agreement duly executed by both parties to this Agreement. The Counties and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

APPENDIX B-1

13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Counties and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement, or other appropriate actions, and shall to the extent practicable in light of such determination, implement and give effect to the intentions of the Counties and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

13.5 CHANGE OF OWNERSHIP

In the event of any change of control or ownership of the Owner/Operator's Facility, the new Owner would then be solely liable for the performance of the Agreement and any claims or liabilities under the Agreement.

13.6 GOVERNING LAW

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the Counties and Owner/Operator are affixed or of the place or places of performance. The Owner/Operator shall conduct the services provided for in this Agreement in compliance with all applicable federal and state laws and regulations.

13.7 COUNTERPARTS

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be a single instrument.

13.8 NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the Counties and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the Counties for any purpose whatsoever.

13.9 SECTION HEADINGS/REFERENCES

The section headings and captions contained in this Agreement are included for convenience only. They shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

13.10 CONVENTIONS

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending, or replacing the statute referred to;

- (d) references to writing include printing, typing, lithography, and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term “including” shall mean including without limitation.

13.11 NONDISCRIMINATION

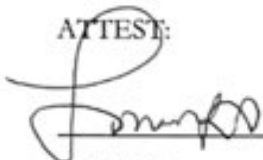
Neither the Owner/Operator, subcontractor, nor any person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, ancestry, disability, sexual orientation, or union membership.

APPENDIX B-1

IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this Municipal Waste Disposal Capacity Agreement to be executed as of the date and year first written.


REPRESENTATIVES

For Mifflin County by delegation to the Mifflin County Solid Waste Authority:

ATTEST:

Secretary


By: 
Title: CHAIRMAN


For Juniata County:

ATTEST:

Chief Clerk

By: Alice Gray
Title: Commissioner

OWNER/OPERATOR:

ATTEST:


By: 
Title: Ronald S. Ward, Vice President

Attachment B-1.1 -In-Kind Services

The Laurel Highlands Landfill agrees to provide the following in-kind services:

1. Donation of disposal services for up to 50 tons per year of non-hazardous Municipal Solid Waste originating from illegal dumpsites or cleanups within Mifflin and Juniata Counties. Eligible materials include mixed solid waste, HHW, special wastes, and appliances containing Freon.
2. The Laurel Highlands Landfill does not commit to any financial contributions under this Agreement but is willing to work with organizations in Mifflin and Juniata Counties for in-kind hauling services on a case-by-case basis.

The Mifflin County Solid Waste Authority and Juniata County shall notify the landfill of inbound illegally dumped waste or eligible materials from cleanups prior to delivery. The Laurel Highlands Landfill shall track the annual donated quantities (tons).

Scott Dellinger – Senior Industrial Account Manager

Printed Name of Authorized Representative

Scott Dellinger

Signature of Authorized Representative

FIRST AMENDMENT TO MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT
COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS FIRST AMENDMENT TO AGREEMENT, made this 1 day of Nov, 2023, by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania counties organized and existing under the laws of the Commonwealth of Pennsylvania with places of business at their respective county seats (Counties), and Facility Name (Owner/ Operator) Laurel Highlands Landfill Inc., dba Laural Highlands Landfill.

WITNESSETH:

WHEREAS, the parties previously entered into a disposal capacity agreement dated July 19, 2023; and

WHEREAS, the Pennsylvania Department of Environmental Protection (PADEP) has required the Counties to remove the term Designated Disposal Facility from the agreement and to delete Article 5.1 (b) relating to using estimated weights during a scale outage;

NOW THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree to amend the agreement as follows:

ARTICLE 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS:

Designated-Disposal Facility. A Facility that has executed this Disposal Capacity Agreement.

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a ~~County-designated disposal facility or another~~ fully permitted disposal facility.

Article 3. REPRESENTATIONS

3.4 DESIGNATED DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a ~~Designated-Disposal Facility~~ willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility

that is not a County-Designated Facility, the Owner/Operator must furnish proof that the facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

The Transfer Station referred to as

will transfer waste to disposal facilities in accordance with this Agreement at the following facilities and/or otherwise clarified as follows: _____ or other ~~designated~~ disposal facility in the Mifflin-Juniata Municipal Waste Management Plan.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, as amended, between the parties, dated _____, shall be and remain in full force and effect.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

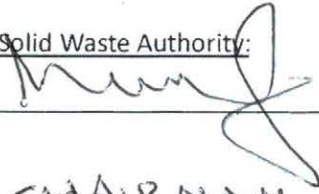
(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. ~~If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage.~~ The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this First Amendment to Agreement to be executed for the uses and purposes herein expressed on the day and year first written.

REPRESENTATIVES

For Mifflin County by delegation to the Mifflin County Solid Waste Authority:


By: 

Title: CHAIRMAN

ATTEST:


Vice Chairman

OWNER/OPERATOR

By 

ATTEST:



Title: Senior Interstitial Account Manager

APPENDIX B-1

MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

7/19/2022 *JD*
THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 19th day of June, 2023 by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania; counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats (Counties), and Facility Name (Owner) County of Lycoming.

Article 1. BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) requires the Counties, as part of its Municipal Waste Management Plan (Plan), to provide disposal/processing capacity for all County-generated Municipal Waste over the 10-year planning period corresponding with the Counties' Plan. To meet this obligation, the Counties issued a Request for Proposals (RFP) through the Mifflin County Solid Waste Authority to execute Agreements with facilities for the provision of all, or a portion of, County-generated Municipal Waste over the designated 10-year term. The Owner/Operator responded to the solicitation, and the Mifflin County and Juniata County Board of Commissioners accepted the Owner/Operator's proposal. This Agreement provides the terms and conditions under which the Owner/Operator will provide disposal capacity and related services.

The Mifflin County Solid Waste Authority (MCSWA), as the designated administrator responsible for the implementation of the 10-year Regional Municipal Waste Management Plan (Plan) for Mifflin and Juniata Counties, has responsibilities set forth by Act 101 of 1988 and as regulated by the Pennsylvania Department of Environmental Protection (PADEP). Responsibilities include assuring adequate disposal capacity and proper disposal of solid wastes and the recovery of recyclable commodities to advance waste diversion toward Pennsylvania's 35 percent recycling goal. The Counties are interested in establishing Agreements to assure adequate disposal capacity is available to manage all waste generated by Mifflin and Juniata Counties for the 10-year contract term anticipated to be from 2025 through 2034.

NOW, THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree as follows:

Article 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS

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

APPENDIX B-1

Acceptable Waste. Municipal waste and all other wastes the facility is permitted to accept under applicable laws and regulations. Where applicable, acceptable or accepted wastes refer to the waste types that a Facility shall accept from Mifflin County and Juniata County sources.

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

Agreement. The Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, as amended or supplemented by other submittals by the Owner/Operator.

Alternative Facility. Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during the temporary or protracted cessation of operation at the facility.

Commercial Establishment. An establishment 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 (C/D). Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, brick, block, and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (1) uncontaminated soil, rock, stone, gravel, unused brick and block, and concrete; and (2) waste from land clearing, grubbing and excavation, including trees, brush, stumps, and vegetative material.

County or Counties. The Counties of Mifflin and Juniata, Commonwealth of Pennsylvania.

Department or PADEP. Pennsylvania Department of Environmental Protection.

Designated Disposal Facility. A Facility that has executed this Disposal Capacity Agreement.

Facilities. Processing and/or disposal facilities, including municipal waste, construction/demolition and residual waste landfills, resource recovery facilities permitted and licensed for the disposition of Municipal Waste (as defined herein), and/or residual waste. Transfer stations are facilities but are not considered **Designated Disposal Facilities** in the Plan because they do not provide disposal capacity.

Hazardous Waste. Solid waste or a 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) post 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 Establishment. An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.

Institutional Establishment. An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities, and universities.

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

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a County-designated disposal facility or another fully permitted facility.

Municipal Waste. Garbage, refuse, industrial lunchroom or office waste, and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from the 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. Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste, and incinerator ash residue. The term does not include source-separated recyclable materials or materials approved by PADEP for beneficial use.

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

Owner/Operator. Any Person who owns, operates, leases, controls, or supervises a Facility, or any permitted successors, assigns, or affiliates.

Owner/Operator's Facility. The Owner/Operator's permitted Facility as described in Form A-1, Facility Questionnaire.

Parent. Any corporation, now or at any time or times hereafter, owning or controlling (alone or with any other person or entity) at least a majority of the issued and outstanding capital stock of the Owner/Operator.

Permit. A permit issued by PADEP or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

Person. Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

Plan. The Counties' Municipal Waste Management Plan approved pursuant to Act 101.

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

Tipping Fee/Processing Fee. The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

Ton. Two thousand (2,000) pounds.

Transfer Station. A facility that 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

APPENDIX B-1

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.

Unacceptable Waste. Material that by 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. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state, or local law or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

Yard Waste. Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material.

2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms, and/or phrases used herein shall be defined by the applicable definition thereof, if any, in Act 101, the Pennsylvania Solid Waste Management Act, or the regulations promulgated thereunder.

Article 3. REPRESENTATIONS

3.1 REPRESENTATIONS OF COUNTIES

The Counties represent and warrant that:

- (a) It is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized to carry on the governmental functions and operations contemplated by this Agreement and each other Agreement or instrument entered into or to be entered into by the Counties or the municipalities within the boundaries of the Counties, pursuant to this Agreement.
- (b) It has the full power, authority, and legal right to enter into and perform this Agreement and all other agreements or instruments that it may enter into under any provision of this Agreement.
- (c) This Agreement and other agreements or instruments entered into by the Counties pursuant to this Agreement, when entered into, will have been duly authorized, executed, and delivered by the Counties and will constitute legal, valid, and binding obligations of the Counties.
- (d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the Counties, threatened against or adversely affecting the ability of the Counties to perform its obligations hereunder.

3.2 REPRESENTATIONS OF OWNER/OPERATOR

The Owner/Operator represents and warrants to the Counties that:

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency or agencies.
- (b) It is an entity duly organized and existing and in good standing under the laws of Pennsylvania or under the appropriate state regulatory agency or agencies and has the corporate power and authority

to enter into and perform its obligations under this Agreement and each other Agreement or instrument entered into or to be entered into under any provision of this Agreement.

(c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.

(d) This Agreement and each other Agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by, and delivered by the Owner/Operator and will constitute a legal, valid, and binding obligation of the Owner/Operator.

(e) The execution, delivery, and performance hereof by the Owner/Operator: (i) has the requisite approval of all applicable governmental bodies; (ii) will not violate any judgment, order, law, or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.

(f) This Agreement has been duly authorized, executed, and delivered by the Owner/Operator and constitutes a legal, valid, and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

(g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.

(h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the Counties' solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

3.3 DESIGNATED DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a Designated Disposal Facility willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility that is not a County-Designated Facility, the Owner/Operator must furnish proof that the

APPENDIX B-1

facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in **Appendix A, Submittal Forms**:

(a) The Counties may, at its or their option, cause to be delivered to the Owner/Operator's Facility during the receiving times all, part, or none of the Acceptable Waste generated in the Counties subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement.

(b) The Counties or any Waste Hauler shall notify the Owner/Operator that it intends to exercise its right to deliver Acceptable Waste to the Owner/Operator's Facility prior to commencing the delivery of such wastes.

(c) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide processing and/or disposal capacity as may be needed by the Counties for all Acceptable Waste generated within the geographic boundaries of the Counties and that the Counties may cause to be delivered to the Owner/Operator's Facility. This shall include occasional delivery of Acceptable Waste by individual County residents in small vehicles. From time to time, the Owner/Operator and the Counties shall agree on reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide in-kind processing and/or disposal and other in-kind services as clarified in completed Form A-3 and including any supplemental documentation clarifying the In-kind Services.

4.2 RELEASE FROM COMMITMENT

The Owner/Operator may, at any time, request that the Counties release it from its commitment to provide all or part of the reserved capacity required. Such request shall be in writing and shall set forth the basis for the request. The Counties shall, in good faith, review the Owner/Operator's request, based on the Counties' ability to ensure sufficient disposal capacity for Municipal Waste estimated to be generated during that particular calendar year, and make a determination within ten (10) business days of receipt of the request. If the request does not jeopardize the Counties' ability to ensure sufficient disposal capacity, it shall grant the Owner/Operator's request. The Counties' decision shall be in writing and delivered to the Owner/Operator.

The Owner/Operator may dispute the Counties' decision by giving the Counties a written request for resolution of the dispute within five (5) working days of receipt of the decision. If the parties cannot resolve the dispute, the parties agree that the venue for dispute resolution shall be the Court of Common Pleas of Mifflin County, Pennsylvania or Federal District Court, Middle District, Pennsylvania. The sole issue to be arbitrated is whether the requested release can be granted without jeopardizing the ability of the Counties to ensure sufficient disposal capacity for Municipal Waste generated in the Counties for that year. During the resolution of any dispute, the Owner/Operator and the Counties shall each continue to perform all of their respective obligations under this Agreement without interruption or slowdown.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

5.2 RECEIVING TIME/HOURS OF OPERATION

(a) The Owner/Operator's Facility shall be available to receive waste during the receiving times specified in Forms contained in Appendix A, attached hereto, and incorporated herein by reference.

(b) If the Counties or a Waste Hauler requests and the Owner/Operator agrees, a Waste Hauler may deliver waste at times in addition to the specified receiving times at a cost that may exceed the fees herein as mutually agreed upon by such Waste Hauler and the Owner/Operator.

(c) Upon request by the Counties, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

5.3 RIGHT TO REFUSE DELIVERY

(a) Except as noted in Article 5.2, the Owner/Operator may refuse waste delivered at hours other than the specified receiving times.

(b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/Operator's Facility and may refuse: (i) waste for which specific Regulatory Agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing Hazardous Waste; or (iii) loads containing Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator, at its sole discretion, may refuse delivery of the entire load or the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to the initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.

APPENDIX B-1

(c) Unless receipt of such waste would adversely affect the facility operation or adversely affect health and safety, the Owner/Operator's Facility may not reject a load of Acceptable Waste from the Counties. Complaints

The Owner/Operator shall receive and respond to all complaints from Waste Haulers regarding the acceptance of waste materials at the Owner/Operator's Facility. Any complaints received by the Counties will be directed to the Owner/Operator. In the event the Owner/Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the Counties shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

5.4 TITLE TO MUNICIPAL WASTE

Except in the case where hazardous or Unacceptable Wastes are delivered to the Owner/Operator's Facility, title to the Municipal Waste and any benefits of marketing materials or energy recovery shall pass to the Owner/Operator upon delivery to the Owner/Operator's Facility and acceptance of waste by the Owner/Operator.

5.5 PERMITS

The Owner/Operator shall be responsible for obtaining all permits necessary for the construction and operation of the Owner/Operator's Facility required to comply with the terms and conditions of this Agreement and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a default on this Agreement.

Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS

The Owner/Operator shall establish and maintain a system to provide storage and ready retrieval of the Owner/Operator's Facility operating data pertinent to this Agreement.

6.1 BASIC REPORTING REQUIREMENTS

(a) In-County and Out-of-County Owner/Operators shall provide the MCSWA and Counties with quarterly reports of all types of waste delivered to the Owner/Operator's Facility that are generated from County sources and delivered to the Owner/Operator's Facility. This report shall include the totals by month for each type of waste. To the extent that reports required to be submitted to PADEP or any other regulatory agency contain the information required by the Counties, copies of said reports may be submitted to the Counties to comply with the Owner/Operator's reporting requirements.

(b) Along with quarterly reports, the Owner/Operator shall provide (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

6.2 SPECIAL REPORTING REQUIREMENTS

The Owner/Operator shall provide written notification to the Counties of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in

permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

6.3 ADMINISTRATIVE INSPECTIONS

Upon reasonable notice and during regular business hours, the Counties and its authorized representatives shall have access to the Owner/Operator's records pertaining to the quantities and sources of County-generated Municipal Waste to verify compliance with the terms and conditions of this Agreement.

Article 7. TIPPING FEES AND OTHER CHARGES

7.1 TIPPING FEES

(a) All Waste Haulers shall pay at a maximum the rates set forth in Appendix A, Form A-2 Proposed Rate Schedule, for County-generated Municipal Waste and other wastes/recyclables as identified by Respondents. The rates shall, as applicable, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host County or municipality; (ii) Act 101 recycling fee and growing greener fee; (iii) and Act 101 post closure fee.

(b) The Counties shall not be responsible for any payment to the Owner/Operator of tipping fees incurred by Waste Haulers. All tipping fees shall be paid directly by the Waste Haulers that deliver the waste to the Owner/Operator's Facility. The Owner/Operator shall be responsible for billing and collecting all tipping fees. The Counties shall not be responsible for the failure of any Waste Hauler to pay the Owner/Operator's tipping fees.

The Owner/Operator shall not charge a tipping fee to a County hauler exceeding the maximum rates this Agreement established for each type of waste. Nothing in this Agreement shall prevent or preclude the Owner/Operator from negotiating alternate tipping fees with any hauler, provided such fees do not exceed the maximum rates under this Agreement.

(e) Unless the Counties and the Owner/Operator mutually agree to an alternate date, all annual rate adjustments shall become effective on January 01 of each year of the Agreement.

(f) The Owner/Operator may petition the Counties at any time for additional rate or fee adjustments based on 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 this Agreement was awarded. The Counties shall evaluate the evidence submitted and may approve reasonable and justifiable cost adjustments, and the Counties shall not unreasonably deny such cost adjustments.

Article 8. IN-KIND SERVICES

Per the Request for Proposals (RFP), the Counties requested interested disposal facility Owners/Operators to offer in-kind services. These may include free disposal of specified quantities of illegal dump waste to benefit the Counties' solid waste management system's performance and avoid costs. These in-kind services identified by Owners/Operators and as negotiated by the Counties and Respondents shall be incorporated within the Disposal Capacity Agreement under this section by reference (**Attachment B-1.1**).

APPENDIX B-1

Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The Counties and the Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement to the extent such loss or damage is recovered under insurance policies.

(b) The Counties shall be designated as an additional insured under all required insurance policies. The Owner/Operator shall provide the Counties with copies and certificates of said insurance policies. Each such insurance policy shall provide the Counties with a thirty (30) day notice of cancellation.

Article 10. INDEMNIFICATION

10.1 INDEMNIFICATION

The Owner/Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties, its officers, members, employees, agents, contractors, and subcontractors, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and attorneys' fees, and shall defend the Counties indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property to the extent caused by:

(a) the negligence or willful misconduct, tortious activity, error or omission of Owner/Operator or its successors or assigns, or any of its officers, agents, employees, contractors, or subcontractors in connection with Owner/Operator obligations or rights under this Agreement; and

(b) the construction, operation, closure, and post-closure care and maintenance of the Owner/Operator's Facility.

The Owner/Operator shall not be liable or required to indemnify or reimburse the Counties or any County-indemnified party for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and other attorney fees arising out of any willful or negligent act, tortious activity, error, or omission of the Counties or County-indemnified parties.

10.2 COOPERATION REGARDING CLAIMS

If either the Counties or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit, or proceeding that may result in a claim for indemnification by the Counties against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to or to defend the party failing to give such notice against such claim, demand, action, suit, or proceeding. The Counties and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit, or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the Counties, be entitled to cooperate with the Counties with respect to the defense. With the written consent of the Counties, the Owner/Operator may assume the defense or represent the interests of the Counties

with respect to such claim, demand, action, suit, or proceeding, which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the Counties, and to propose, accept, or reject offers of settlement.

Article 11. DISPUTES, DEFAULTS, AND REMEDIES

11.1 RESOLUTION OF DISPUTES

In the event that any claim, controversy, or dispute arises between the Counties and the Owner/Operator, or if any approvals, agreements, or concurrences specified herein shall not have been timely given, the Owner/Operator and the Counties shall undertake in good faith to resolve the dispute. If the Counties and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Mifflin County, Pennsylvania, in equity or to law to litigate such disputes.

11.2 EVENTS OF DEFAULT BY COUNTIES

The persistent or repeated failure or refusal by the Counties to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the Counties hereunder, unless such failure or refusal shall be excused or justified by default by the Owner/Operator, provided, however, that no such failure or refusal shall constitute an event of default unless and until:

- (a) The Owner/Operator shall have given written notice to the Counties stating that, in its opinion, a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Counties; and
- (b) The Counties shall have failed to cure such default within thirty (30) days of its receipt of the written notice given pursuant to Article 11.2 (a) above, provided that if the Counties have commenced to take reasonable steps to correct such default within such thirty (30) day period, the Counties' failure to complete its cure of the indicated default shall not constitute an event of default for as long as the is continuing to take reasonable steps to cure such default within the earliest practicable time.

11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

The Owner/Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the Counties or its Waste Haulers delivered to the Owner/Operator's Facility under the terms of this Agreement, or failure to fulfill its obligations under this Agreement otherwise.

11.4 FORCE MAJEURE

Neither the Owner/Operator nor the Counties shall be liable for the failure to perform their duties and obligations under the Agreement 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, labor strike or any other cause which was beyond the reasonable control of the Owner/Operator or the Counties and which the Owner/Operator or Counties were unable to avoid by the exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the Counties within ten (10) working days after the occurrence of the event.

APPENDIX B-1

11.5 REMEDIES

(a) If within a period of thirty (30) days after the Counties shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Counties to the Owner/Operator.

(c) If within a period of thirty (30) days after the Owner/Operator shall have given written notice to the Counties that a default has occurred and is continuing, and specifying the nature of the default, the Counties has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the Counties.

11.6 WAIVERS

A waiver by either the Counties or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective, a waiver must be in writing and signed by the party granting such waiver.

Article 12. TERM AND TERMINATION

12.1 EFFECTIVE DATE

This Agreement shall become effective on **January 01, 2025**. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

12.2 TERM OF AGREEMENT

The term of this Agreement shall commence on the effective date and shall continue in effect for ten (10) years and is intended to coincide with the 10-year planning period of the Counties' Plan.

12.3 EFFECT OF TERMINATION

Upon the termination of this Agreement, the obligations of the Counties and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the Counties or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

Article 13. MISCELLANEOUS

13.1 ASSIGNMENT

(a) This Agreement may not be assigned by either the Counties or the Owner/Operator or its rights sold by Owner/Operator except with written consent of the Counties or Owner/Operator or as further provided in this Article. The Counties may, however, contract with a third party or parties

Article 13. MISCELLANEOUS

13.1 ASSIGNMENT

(a) This Agreement may not be assigned by either the Counties or the Owner/Operator or its rights sold by Owner/Operator except with written consent of the Counties or Owner/Operator or as further provided in this Article. The Counties may, however, contract with a third party or parties for waste collection, transportation, processing, and disposal. Such contracting will not be interpreted as an assignment of this Agreement. Further, any Municipality within the political boundaries of the Counties and/or any Waste Hauler may avail themselves of the rights of the Counties under this Agreement without violating the assignment provision, provided, however, that the covenants of the Counties in this Agreement will bind such Municipalities and Waste Haulers. The Owner/Operator shall not assign this Agreement except to a licensed and permitted successor to the Owner/Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to the Counties and the written consent of the Counties.

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service.

13.2 NOTICES

Except under emergency circumstances, all notices, demands, requests, and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized courier service or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

Counties: Mifflin County Solid Waste Authority
P.O. Box 390
Lewistown, PA 17044
Attn: Lisa Smith

Owner/Operator: Lycoming County Resource Management Services
Attn: Jason Yorks
PO Box 187
Montgomery, PA 17752

Either the Counties or Owner/Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written Agreement duly executed by both parties to this Agreement. The Counties and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby

APPENDIX B-1

13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Counties and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement, or other appropriate actions, and shall to the extent practicable in light of such determination, implement and give effect to the intentions of the Counties and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

13.5 CHANGE OF OWNERSHIP

In the event of any change of control or ownership of the Owner/Operator's Facility, the new Owner would then be solely liable for the performance of the Agreement and any claims or liabilities under the Agreement.

13.6 GOVERNING LAW

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the Counties and Owner/Operator are affixed or of the place or places of performance. The Owner/Operator shall conduct the services provided for in this Agreement in compliance with all applicable federal and state laws and regulations.

13.7 COUNTERPARTS

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be a single instrument.

13.8 NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the Counties and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the Counties for any purpose whatsoever.

13.9 SECTION HEADINGS/REFERENCES

The section headings and captions contained in this Agreement are included for convenience only. They shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

13.10 CONVENTIONS

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending, or replacing the statute referred to;

- (d) references to writing include printing, typing, lithography, and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term “including” shall mean including without limitation.

13.11 NONDISCRIMINATION


Neither the Owner/Operator, subcontractor, nor any person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, ancestry, disability, sexual orientation, or union membership.

APPENDIX B-1

IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this Municipal Waste Disposal Capacity Agreement to be executed as of the date and year first written.

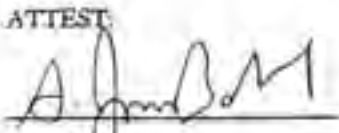
REPRESENTATIVES

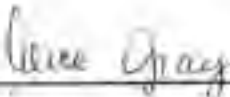
For Mifflin County by delegation to the Mifflin County Solid Waste Authority:

ATTEST:

Secretary

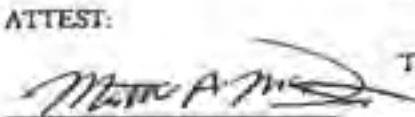
By: 
Title: CHAIRMAN

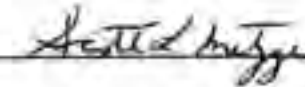
For Juniata County:

ATTEST:

Chief Clerk

By: 
Title: Commissioner

For County of Lycoming:

ATTEST:


By: 
Title: Commissioner

Attachment B-1.1 -In-Kind Services

The Lycoming County Landfill agrees to provide the following in-kind services:

1. Donation of disposal services for up to 50 tons per year of illegally dumped Municipal Solid Waste, clean scrap metal, residential Construction and Demolition Debris, auto parts, and electronics.
2. The Lycoming County Landfill will accept roadside waste from groups registered under the Great American Cleanup/Keep Pennsylvania Beautiful sponsored by PADEP each April.

The Mifflin County Solid Waste Authority and Juniata County shall notify the landfill of inbound illegally dumped waste or eligible materials from cleanups prior to delivery. The Lycoming County Landfill shall track the annual donated quantities (tons).

Scott Metzger

Printed Name of Authorized Representative

Scott Metzger

Signature of Authorized Representative

FIRST AMENDMENT TO MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT
COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS FIRST AMENDMENT TO AGREEMENT, made this 7th day of November, 2023, by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania counties organized and existing under the laws of the Commonwealth of Pennsylvania with places of business at their respective county seats (Counties), and Facility Name (Owner/ Operator) County of Lycoming.

WITNESSETH:

WHEREAS, the parties previously entered into a disposal capacity agreement dated July 19, 2023; and

WHEREAS, the Pennsylvania Department of Environmental Protection (PADEP) has required the Counties to remove the term Designated Disposal Facility from the agreement and to delete Article 5.1 (b) relating to using estimated weights during a scale outage;

NOW THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree to amend the agreement as follows:

ARTICLE 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS:

Designated Disposal Facility. A Facility that has executed this Disposal Capacity Agreement.

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a ~~County-designated disposal facility or another~~ fully permitted disposal facility.

Article 3. REPRESENTATIONS

3.4 ~~DESIGNATED~~ DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a ~~Designated~~-Disposal Facility willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility that is not a County-Designated Facility, the Owner/Operator must furnish proof that the facility holds a

valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

The Transfer Station referred to as

will transfer waste to disposal facilities in accordance with this Agreement at the following facilities and/or otherwise clarified as follows: _____ or other designated disposal facility in the Mifflin-Juniata Municipal Waste Management Plan.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, as amended, between the parties, dated _____, shall be and remain in full force and effect.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

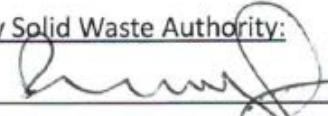
(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. ~~If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage.~~ The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this First Amendment to Agreement to be executed for the uses and purposes herein expressed on the day and year first written.

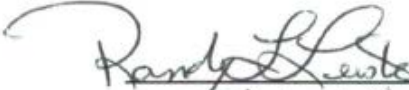
REPRESENTATIVES

For Mifflin County by delegation to the Mifflin County Solid Waste Authority:


By:  _____

Title: CHAIRMAN _____

ATTEST:


Randy L. Lewis
Vice Chairman

OWNER/OPERATOR

By:  _____

ATTEST:

Title: Commissioner _____


Matt A. Metzger

APPENDIX B-1

MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 19th day of July, 2022, by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania; counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats (Counties), and Facility Name (Owner/Operator) Waste Management Disposal Services of Pennsylvania Inc., d/b/a Mountain View Reclamation.

Article 1. BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) requires the Counties, as part of its Municipal Waste Management Plan (Plan), to provide disposal/processing capacity for all County-generated Municipal Waste over the 10-year planning period corresponding with the Counties' Plan. To meet this obligation, the Counties issued a Request for Proposals (RFP) through the Mifflin County Solid Waste Authority to execute Agreements with facilities for the provision of all, or a portion of, County-generated Municipal Waste over the designated 10-year term. The Owner/Operator responded to the solicitation, and the Mifflin County and Juniata County Board of Commissioners accepted the Owner/Operator's proposal. This Agreement provides the terms and conditions under which the Owner/Operator will provide disposal capacity and related services.

The Mifflin County Solid Waste Authority (MCSWA), as the designated administrator responsible for the implementation of the 10-year Regional Municipal Waste Management Plan (Plan) for Mifflin and Juniata Counties, has responsibilities set forth by Act 101 of 1988 and as regulated by the Pennsylvania Department of Environmental Protection (PADEP). Responsibilities include assuring adequate disposal capacity and proper disposal of solid wastes and the recovery of recyclable commodities to advance waste diversion toward Pennsylvania's 35 percent recycling goal. The Counties are interested in establishing Agreements to assure adequate disposal capacity is available to manage all waste generated by Mifflin and Juniata Counties for the 10-year contract term anticipated to be from 2025 through 2034.

NOW, THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree as follows:

Article 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS

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

APPENDIX B-1

Acceptable Waste. Municipal waste and all other wastes the facility is permitted to accept under applicable laws and regulations. Where applicable, acceptable or accepted wastes refer to the waste types that a Facility shall accept from Mifflin County and Juniata County sources.

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

Agreement. The Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, as amended or supplemented by other submittals by the Owner/Operator.

Alternative Facility. Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during the temporary or protracted cessation of operation at the facility.

Commercial Establishment. An establishment 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 (C/D). Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, brick, block, and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (1) uncontaminated soil, rock, stone, gravel, unused brick and block, and concrete; and (2) waste from land clearing, grubbing and excavation, including trees, brush, stumps, and vegetative material.

County or Counties. The Counties of Mifflin and Juniata, Commonwealth of Pennsylvania.

Department or PADEP. Pennsylvania Department of Environmental Protection.

Designated Disposal Facility. A Facility that has executed this Disposal Capacity Agreement.

Facilities. Processing and/or disposal facilities, including municipal waste, construction/demolition and residual waste landfills, resource recovery facilities permitted and licensed for the disposition of Municipal Waste (as defined herein), and/or residual waste. Transfer stations are facilities but are not considered **Designated Disposal Facilities** in the Plan because they do not provide disposal capacity.

Hazardous Waste. Solid waste or a 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) post 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 Establishment. An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.

Institutional Establishment. An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities, and universities.

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

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a County-designated disposal facility or another fully permitted facility.

Municipal Waste. Garbage, refuse, industrial lunchroom or office waste, and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from the 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. Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste, and incinerator ash residue. The term does not include source-separated recyclable materials or materials approved by PADEP for beneficial use.

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

Owner/Operator. Any Person who owns, operates, leases, controls, or supervises a Facility, or any permitted successors, assigns, or affiliates.

Owner/Operator's Facility. The Owner/Operator's permitted Facility as described in Form A-1, Facility Questionnaire.

Parent. Any corporation, now or at any time or times hereafter, owning or controlling (alone or with any other person or entity) at least a majority of the issued and outstanding capital stock of the Owner/Operator.

Permit. A permit issued by PADEP or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

Person. Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

Plan. The Counties' Municipal Waste Management Plan approved pursuant to Act 101.

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

Tipping Fee/Processing Fee. The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

Ton. Two thousand (2,000) pounds.

Transfer Station. A facility that 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

APPENDIX B-1

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.

Unacceptable Waste. Material that by 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. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state, or local law or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

Yard Waste. Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material.

2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms, and/or phrases used herein shall be defined by the applicable definition thereof, if any, in Act 101, the Pennsylvania Solid Waste Management Act, or the regulations promulgated thereunder.

Article 3. REPRESENTATIONS

3.1 REPRESENTATIONS OF COUNTIES

The Counties represent and warrant that:

- (a) It is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized to carry on the governmental functions and operations contemplated by this Agreement and each other Agreement or instrument entered into or to be entered into by the Counties or the municipalities within the boundaries of the Counties, pursuant to this Agreement.
- (b) It has the full power, authority, and legal right to enter into and perform this Agreement and all other agreements or instruments that it may enter into under any provision of this Agreement.
- (c) This Agreement and other agreements or instruments entered into by the Counties pursuant to this Agreement, when entered into, will have been duly authorized, executed, and delivered by the Counties and will constitute legal, valid, and binding obligations of the Counties.
- (d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the Counties, threatened against or adversely affecting the ability of the Counties to perform its obligations hereunder.

3.2 REPRESENTATIONS OF OWNER/OPERATOR

The Owner/Operator represents and warrants to the Counties that:

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency or agencies.
- (b) It is an entity duly organized and existing and in good standing under the laws of Pennsylvania or under the appropriate state regulatory agency or agencies and has the corporate power and authority

to enter into and perform its obligations under this Agreement and each other Agreement or instrument entered into or to be entered into under any provision of this Agreement.

(c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.

(d) This Agreement and each other Agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by, and delivered by the Owner/Operator and will constitute a legal, valid, and binding obligation of the Owner/Operator.

(e) The execution, delivery, and performance hereof by the Owner/Operator: (i) has the requisite approval of all applicable governmental bodies; (ii) will not violate any judgment, order, law, or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.

(f) This Agreement has been duly authorized, executed, and delivered by the Owner/Operator and constitutes a legal, valid, and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

(g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.

(h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the Counties' solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

3.3 DESIGNATED DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a Designated Disposal Facility willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility that is not a County-Designated Facility, the Owner/Operator must furnish proof that the

APPENDIX B-1

facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in **Appendix A, Submittal Forms**:

(a) The Counties may, at its or their option, cause to be delivered to the Owner/Operator's Facility during the receiving times all, part, or none of the Acceptable Waste generated in the Counties subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement.

(b) The Counties or any Waste Hauler shall notify the Owner/Operator that it intends to exercise its right to deliver Acceptable Waste to the Owner/Operator's Facility prior to commencing the delivery of such wastes.

(c) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide processing and/or disposal capacity as may be needed by the Counties for all Acceptable Waste generated within the geographic boundaries of the Counties and that the Counties may cause to be delivered to the Owner/Operator's Facility. This shall include occasional delivery of Acceptable Waste by individual County residents in small vehicles. From time to time, the Owner/Operator and the Counties shall agree on reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide in-kind processing and/or disposal and other in-kind services as clarified in completed Form A-3 and including any supplemental documentation clarifying the In-kind Services.

4.2 RELEASE FROM COMMITMENT

The Owner/Operator may, at any time, request that the Counties release it from its commitment to provide all or part of the reserved capacity required. Such request shall be in writing and shall set forth the basis for the request. The Counties shall, in good faith, review the Owner/Operator's request, based on the Counties' ability to ensure sufficient disposal capacity for Municipal Waste estimated to be generated during that particular calendar year, and make a determination within ten (10) business days of receipt of the request. If the request does not jeopardize the Counties' ability to ensure sufficient disposal capacity, it shall grant the Owner/Operator's request. The Counties' decision shall be in writing and delivered to the Owner/Operator.

The Owner/Operator may dispute the Counties' decision by giving the Counties a written request for resolution of the dispute within five (5) working days of receipt of the decision. If the parties cannot resolve the dispute, the parties agree that the venue for dispute resolution shall be the Court of Common Pleas of Mifflin County, Pennsylvania or Federal District Court, Middle District, Pennsylvania. The sole issue to be arbitrated is whether the requested release can be granted without jeopardizing the ability of the Counties to ensure sufficient disposal capacity for Municipal Waste generated in the Counties for that year. During the resolution of any dispute, the Owner/Operator and the Counties shall each continue to perform all of their respective obligations under this Agreement without interruption or slowdown.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

5.2 RECEIVING TIME/HOURS OF OPERATION

(a) The Owner/Operator's Facility shall be available to receive waste during the receiving times specified in Forms contained in Appendix A, attached hereto, and incorporated herein by reference.

(b) If the Counties or a Waste Hauler requests and the Owner/Operator agrees, a Waste Hauler may deliver waste at times in addition to the specified receiving times at a cost that may exceed the fees herein as mutually agreed upon by such Waste Hauler and the Owner/Operator.

(c) Upon request by the Counties, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

5.3 RIGHT TO REFUSE DELIVERY

(a) Except as noted in Article 5.2, the Owner/Operator may refuse waste delivered at hours other than the specified receiving times.

(b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/Operator's Facility and may refuse: (i) waste for which specific Regulatory Agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing Hazardous Waste; or (iii) loads containing Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator, at its sole discretion, may refuse delivery of the entire load or the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to the initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.

APPENDIX B-1

(c) Unless receipt of such waste would adversely affect the facility operation or adversely affect health and safety, the Owner/Operator's Facility may not reject a load of Acceptable Waste from the Counties. Complaints

The Owner/Operator shall receive and respond to all complaints from Waste Haulers regarding the acceptance of waste materials at the Owner/Operator's Facility. Any complaints received by the Counties will be directed to the Owner/Operator. In the event the Owner/Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the Counties shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

5.4 TITLE TO MUNICIPAL WASTE

Except in the case where hazardous or Unacceptable Wastes are delivered to the Owner/Operator's Facility, title to the Municipal Waste and any benefits of marketing materials or energy recovery shall pass to the Owner/Operator upon delivery to the Owner/Operator's Facility and acceptance of waste by the Owner/Operator.

5.5 PERMITS

The Owner/Operator shall be responsible for obtaining all permits necessary for the construction and operation of the Owner/Operator's Facility required to comply with the terms and conditions of this Agreement and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a default on this Agreement.

Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS

The Owner/Operator shall establish and maintain a system to provide storage and ready retrieval of the Owner/Operator's Facility operating data pertinent to this Agreement.

6.1 BASIC REPORTING REQUIREMENTS

(a) In-County and Out-of-County Owner/Operators shall provide the MCSWA and Counties with quarterly reports of all types of waste delivered to the Owner/Operator's Facility that are generated from County sources and delivered to the Owner/Operator's Facility. This report shall include the totals by month for each type of waste. To the extent that reports required to be submitted to PADEP or any other regulatory agency contain the information required by the Counties, copies of said reports may be submitted to the Counties to comply with the Owner/Operator's reporting requirements.

(b) Along with quarterly reports, the Owner/Operator shall provide (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

6.2 SPECIAL REPORTING REQUIREMENTS

The Owner/Operator shall provide written notification to the Counties of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in

permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

6.3 ADMINISTRATIVE INSPECTIONS

Upon reasonable notice and during regular business hours, the Counties and its authorized representatives shall have access to the Owner/Operator's records pertaining to the quantities and sources of County-generated Municipal Waste to verify compliance with the terms and conditions of this Agreement.

Article 7. TIPPING FEES AND OTHER CHARGES

7.1 TIPPING FEES

(a) All Waste Haulers shall pay at a maximum the rates set forth in Appendix A, Form A-2 Proposed Rate Schedule, for County-generated Municipal Waste and other wastes/recyclables as identified by Respondents. The rates shall, as applicable, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host County or municipality; (ii) Act 101 recycling fee and growing greener fee; (iii) and Act 101 post closure fee.

(b) The Counties shall not be responsible for any payment to the Owner/Operator of tipping fees incurred by Waste Haulers. All tipping fees shall be paid directly by the Waste Haulers that deliver the waste to the Owner/Operator's Facility. The Owner/Operator shall be responsible for billing and collecting all tipping fees. The Counties shall not be responsible for the failure of any Waste Hauler to pay the Owner/Operator's tipping fees.

The Owner/Operator shall not charge a tipping fee to a County hauler exceeding the maximum rates this Agreement established for each type of waste. Nothing in this Agreement shall prevent or preclude the Owner/Operator from negotiating alternate tipping fees with any hauler, provided such fees do not exceed the maximum rates under this Agreement.

(e) Unless the Counties and the Owner/Operator mutually agree to an alternate date, all annual rate adjustments shall become effective on January 01 of each year of the Agreement.

(f) The Owner/Operator may petition the Counties at any time for additional rate or fee adjustments based on 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 this Agreement was awarded. The Counties shall evaluate the evidence submitted and may approve reasonable and justifiable cost adjustments, and the Counties shall not unreasonably deny such cost adjustments.

Article 8. IN-KIND SERVICES

Per the Request for Proposals (RFP), the Counties requested interested disposal facility Owners/Operators to offer in-kind services. These may include free disposal of specified quantities of illegal dump waste to benefit the Counties' solid waste management system's performance and avoid costs. These in-kind services identified by Owners/Operators and as negotiated by the Counties and Respondents shall be incorporated within the Disposal Capacity Agreement under this section by reference (**Attachment B-1.1**).

APPENDIX B-1

Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The Counties and the Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement to the extent such loss or damage is recovered under insurance policies.

(b) The Counties shall be designated as an additional insured under all required insurance policies. The Owner/Operator shall provide the Counties with copies and certificates of said insurance policies. Each such insurance policy shall provide the Counties with a thirty (30) day notice of cancellation.

Article 10. INDEMNIFICATION

10.1 INDEMNIFICATION

The Owner/Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties, its officers, members, employees, agents, contractors, and subcontractors, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and attorneys' fees, and shall defend the Counties indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property to the extent caused by:

(a) the negligence or willful misconduct, tortious activity, error or omission of Owner/Operator or its successors or assigns, or any of its officers, agents, employees, contractors, or subcontractors in connection with Owner/Operator obligations or rights under this Agreement; and

(b) the construction, operation, closure, and post-closure care and maintenance of the Owner/Operator's Facility.

The Owner/Operator shall not be liable or required to indemnify or reimburse the Counties or any County-indemnified party for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and other attorney fees arising out of any willful or negligent act, tortious activity, error, or omission of the Counties or County-indemnified parties.

10.2 COOPERATION REGARDING CLAIMS

If either the Counties or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit, or proceeding that may result in a claim for indemnification by the Counties against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to or to defend the party failing to give such notice against such claim, demand, action, suit, or proceeding. The Counties and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit, or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the Counties, be entitled to cooperate with the Counties with respect to the defense. With the written consent of the Counties, the Owner/Operator may assume the defense or represent the interests of the Counties

with respect to such claim, demand, action, suit, or proceeding, which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the Counties, and to propose, accept, or reject offers of settlement.

Article 11. DISPUTES, DEFAULTS, AND REMEDIES

11.1 RESOLUTION OF DISPUTES

In the event that any claim, controversy, or dispute arises between the Counties and the Owner/Operator, or if any approvals, agreements, or concurrences specified herein shall not have been timely given, the Owner/Operator and the Counties shall undertake in good faith to resolve the dispute. If the Counties and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Mifflin County, Pennsylvania, in equity or to law to litigate such disputes.

11.2 EVENTS OF DEFAULT BY COUNTIES

The persistent or repeated failure or refusal by the Counties to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the Counties hereunder, unless such failure or refusal shall be excused or justified by default by the Owner/Operator, provided, however, that no such failure or refusal shall constitute an event of default unless and until:

- (a) The Owner/Operator shall have given written notice to the Counties stating that, in its opinion, a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Counties; and
- (b) The Counties shall have failed to cure such default within thirty (30) days of its receipt of the written notice given pursuant to Article 11.2 (a) above, provided that if the Counties have commenced to take reasonable steps to correct such default within such thirty (30) day period, the Counties' failure to complete its cure of the indicated default shall not constitute an event of default for as long as the is continuing to take reasonable steps to cure such default within the earliest practicable time.

11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

The Owner/Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the Counties or its Waste Haulers delivered to the Owner/Operator's Facility under the terms of this Agreement, or failure to fulfill its obligations under this Agreement otherwise.

11.4 FORCE MAJEURE

Neither the Owner/Operator nor the Counties shall be liable for the failure to perform their duties and obligations under the Agreement 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, labor strike or any other cause which was beyond the reasonable control of the Owner/Operator or the Counties and which the Owner/Operator or Counties were unable to avoid by the exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the Counties within ten (10) working days after the occurrence of the event.

APPENDIX B-1

11.5 REMEDIES

(a) If within a period of thirty (30) days after the Counties shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Counties to the Owner/Operator.

(c) If within a period of thirty (30) days after the Owner/Operator shall have given written notice to the Counties that a default has occurred and is continuing, and specifying the nature of the default, the Counties has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the Counties.

11.6 WAIVERS

A waiver by either the Counties or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective, a waiver must be in writing and signed by the party granting such waiver.

Article 12. TERM AND TERMINATION

12.1 EFFECTIVE DATE

This Agreement shall become effective on **January 01, 2025**. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

12.2 TERM OF AGREEMENT

The term of this Agreement shall commence on the effective date and shall continue in effect for ten (10) years and is intended to coincide with the 10-year planning period of the Counties' Plan.

12.3 EFFECT OF TERMINATION

Upon the termination of this Agreement, the obligations of the Counties and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the Counties or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

Article 13. MISCELLANEOUS

13.1 ASSIGNMENT

(a) This Agreement may not be assigned by either the Counties or the Owner/Operator or its rights sold by Owner/Operator except with written consent of the Counties or Owner/Operator or as further provided in this Article. The Counties may, however, contract with a third party or parties

for waste collection, transportation, processing, and disposal. Such contracting will not be interpreted as an assignment of this Agreement. Further, any Municipality within the political boundaries of the Counties and/or any Waste Hauler may avail themselves of the rights of the Counties under this Agreement without violating the assignment provision, provided, however, that the covenants of the Counties in this Agreement will bind such Municipalities and Waste Haulers. The Owner/Operator shall not assign this Agreement except to a licensed and permitted successor to the Owner/Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to the Counties and the written consent of the Counties.

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service.

13.2 NOTICES

Except under emergency circumstances, all notices, demands, requests, and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized courier service or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

Counties: **Mifflin County Solid Waste Authority**
P.O. Box 390
Lewistown, PA 17044
Attn: **Lisa Smith**

Owner/Operator: Waste Management Disposal Services of Pennsylvania Inc., d/b/a Mountain View Reclamation
Attn: John Wardzinski
9446 Letzburg Road
Greencastle, PA 17225

Either the Counties or Owner/Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written Agreement duly executed by both parties to this Agreement. The Counties and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

APPENDIX B-1

13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Counties and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement, or other appropriate actions, and shall to the extent practicable in light of such determination, implement and give effect to the intentions of the Counties and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

13.5 CHANGE OF OWNERSHIP

In the event of any change of control or ownership of the Owner/Operator's Facility, the new Owner would then be solely liable for the performance of the Agreement and any claims or liabilities under the Agreement.

13.6 GOVERNING LAW

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the Counties and Owner/Operator are affixed or of the place or places of performance. The Owner/Operator shall conduct the services provided for in this Agreement in compliance with all applicable federal and state laws and regulations.

13.7 COUNTERPARTS

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be a single instrument.

13.8 NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the Counties and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the Counties for any purpose whatsoever.

13.9 SECTION HEADINGS/REFERENCES

The section headings and captions contained in this Agreement are included for convenience only. They shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

13.10 CONVENTIONS

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending, or replacing the statute referred to;

- (d) references to writing include printing, typing, lithography, and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term “including” shall mean including without limitation.

13.11 NONDISCRIMINATION

Neither the Owner/Operator, subcontractor, nor any person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, ancestry, disability, sexual orientation, or union membership.

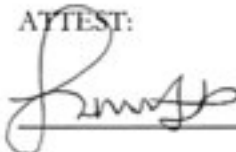
APPENDIX B-1

IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this Municipal Waste Disposal Capacity Agreement to be executed as of the date and year first written.

REPRESENTATIVES

For Mifflin County by delegation to the Mifflin County Solid Waste Authority:

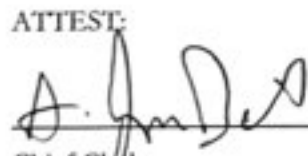
ATTEST:

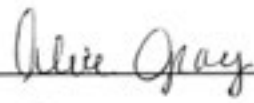

Secretary

By: 
Title: CHAIRMAN

For Juniata County:

ATTEST:



Chief Clerk

By: 
Title: Commissioner

OWNER/OPERATOR:

ATTEST:



By: 
Title: Ronald S. Ward, Vice President

Attachment B-1.1 -In-Kind Services

The Mountain View Reclamation Landfill agrees to provide the following in-kind services:

1. Donation of disposal services for up to 50 tons per year of non-hazardous Municipal Solid Waste originating from illegal dumpsites or cleanups within Mifflin and Juniata Counties. Eligible materials include mixed solid waste, HHW, special wastes, and appliances containing Freon.
2. The Mountain View Reclamation Landfill does not commit to any financial contributions under this Agreement but is willing to work with organizations in Mifflin and Juniata Counties for in-kind hauling services on a case-by-case basis.

The Mifflin County Solid Waste Authority and Juniata County shall notify the landfill of inbound illegally dumped waste or eligible materials from cleanups prior to delivery. The Mountain View Reclamation Landfill shall track the annual donated quantities (tons).

Scott Dellinger Senior Industrial and Third Party Account Manager

Printed Name of Authorized Representative



Signature of Authorized Representative

FIRST AMENDMENT TO MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT
COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS FIRST AMENDMENT TO AGREEMENT, made this 1st day of Nov, 2023, by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania counties organized and existing under the laws of the Commonwealth of Pennsylvania with places of business at their respective county seats (Counties), and Facility Name (Owner/ Operator) Waste Management Disposal Services of Pennsylvania, Inc., d/b/a Mountain View Reclamation.

WITNESSETH:

WHEREAS, the parties previously entered into a disposal capacity agreement dated July 19, 2023; and

WHEREAS, the Pennsylvania Department of Environmental Protection (PADEP) has required the Counties to remove the term Designated Disposal Facility from the agreement and to delete Article 5.1 (b) relating to using estimated weights during a scale outage;

NOW THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree to amend the agreement as follows:

ARTICLE 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS:

Designated Disposal Facility. A Facility that has executed this Disposal Capacity Agreement.

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a ~~County-designated disposal facility or another~~ fully permitted disposal facility.

Article 3. REPRESENTATIONS

3.4 ~~DESIGNATED~~ DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a ~~Designated~~ Disposal Facility willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility

that is not a County-Designated Facility, the Owner/Operator must furnish proof that the facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

The Transfer Station referred to as

will transfer waste to disposal facilities in accordance with this Agreement at the following facilities and/or otherwise clarified as follows: _____ or other designated disposal facility in the Mifflin-Juniata Municipal Waste Management Plan.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, as amended, between the parties, dated _____, shall be and remain in full force and effect.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. ~~If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage.~~ The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this First Amendment to Agreement to be executed for the uses and purposes herein expressed on the day and year first written.

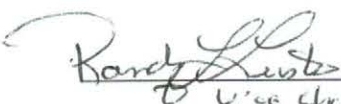
REPRESENTATIVES

For Mifflin County by delegation to the Mifflin County Solid Waste Authority:

By: 

Title: CHAIRMAN

ATTEST:


Vice Chairman

OWNER/OPERATOR

ATTEST:



By: 

Title: Senior Industrial Account Manager

APPENDIX B-1

MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 19th day of July, 2023 by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania; counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats (Counties), and Facility Name (Owner/Operator) CLINTON COUNTY SOLID WASTE AUTHORITY.

Article 1. BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) requires the Counties, as part of its Municipal Waste Management Plan (Plan), to provide disposal/processing capacity for all County-generated Municipal Waste over the 10-year planning period corresponding with the Counties' Plan. To meet this obligation, the Counties issued a Request for Proposals (RFP) through the Mifflin County Solid Waste Authority to execute Agreements with facilities for the provision of all, or a portion of, County-generated Municipal Waste over the designated 10-year term. The Owner/Operator responded to the solicitation, and the Mifflin County and Juniata County Board of Commissioners accepted the Owner/Operator's proposal. This Agreement provides the terms and conditions under which the Owner/Operator will provide disposal capacity and related services.

The Mifflin County Solid Waste Authority (MCSWA), as the designated administrator responsible for the implementation of the 10-year Regional Municipal Waste Management Plan (Plan) for Mifflin and Juniata Counties, has responsibilities set forth by Act 101 of 1988 and as regulated by the Pennsylvania Department of Environmental Protection (PADEP). Responsibilities include assuring adequate disposal capacity and proper disposal of solid wastes and the recovery of recyclable commodities to advance waste diversion toward Pennsylvania's 35 percent recycling goal. The Counties are interested in establishing Agreements to assure adequate disposal capacity is available to manage all waste generated by Mifflin and Juniata Counties for the 10-year contract term anticipated to be from 2025 through 2034.

NOW, THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree as follows:

Article 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS

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

APPENDIX B-1

Acceptable Waste. Municipal waste and all other wastes the facility is permitted to accept under applicable laws and regulations. Where applicable, acceptable or accepted wastes refer to the waste types that a Facility shall accept from Mifflin County and Juniata County sources.

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

Agreement. The Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, as amended or supplemented by other submittals by the Owner/Operator.

Alternative Facility. Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during the temporary or protracted cessation of operation at the facility.

Commercial Establishment. An establishment 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 (C/D). Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, brick, block, and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (1) uncontaminated soil, rock, stone, gravel, unused brick and block, and concrete; and (2) waste from land clearing, grubbing and excavation, including trees, brush, stumps, and vegetative material.

County or Counties. The Counties of Mifflin and Juniata, Commonwealth of Pennsylvania.

Department or PADEP. Pennsylvania Department of Environmental Protection.

Designated Disposal Facility. A Facility that has executed this Disposal Capacity Agreement.

Facilities. Processing and/or disposal facilities, including municipal waste, construction/demolition and residual waste landfills, resource recovery facilities permitted and licensed for the disposition of Municipal Waste (as defined herein), and/or residual waste. Transfer stations are facilities but are not considered **Designated Disposal Facilities** in the Plan because they do not provide disposal capacity.

Hazardous Waste. Solid waste or a 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) post 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 Establishment. An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.

Institutional Establishment. An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities, and universities.

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

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a County-designated disposal facility or another fully permitted facility.

Municipal Waste. Garbage, refuse, industrial lunchroom or office waste, and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from the 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. Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste, and incinerator ash residue. The term does not include source-separated recyclable materials or materials approved by PADEP for beneficial use.

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

Owner/Operator. Any Person who owns, operates, leases, controls, or supervises a Facility, or any permitted successors, assigns, or affiliates.

Owner/Operator's Facility. The Owner/Operator's permitted Facility as described in Form A-1, Facility Questionnaire.

Parent. Any corporation, now or at any time or times hereafter, owning or controlling (alone or with any other person or entity) at least a majority of the issued and outstanding capital stock of the Owner/Operator.

Permit. A permit issued by PADEP or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

Person. Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

Plan. The Counties' Municipal Waste Management Plan approved pursuant to Act 101.

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

Tipping Fee/Processing Fee. The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

Ton. Two thousand (2,000) pounds.

Transfer Station. A facility that 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

APPENDIX B-1

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.

Unacceptable Waste. Material that by 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. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state, or local law or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

Yard Waste. Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material.

2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms, and/or phrases used herein shall be defined by the applicable definition thereof, if any, in Act 101, the Pennsylvania Solid Waste Management Act, or the regulations promulgated thereunder.

Article 3. REPRESENTATIONS

3.1 REPRESENTATIONS OF COUNTIES

The Counties represent and warrant that:

- (a) It is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized to carry on the governmental functions and operations contemplated by this Agreement and each other Agreement or instrument entered into or to be entered into by the Counties or the municipalities within the boundaries of the Counties, pursuant to this Agreement.
- (b) It has the full power, authority, and legal right to enter into and perform this Agreement and all other agreements or instruments that it may enter into under any provision of this Agreement.
- (c) This Agreement and other agreements or instruments entered into by the Counties pursuant to this Agreement, when entered into, will have been duly authorized, executed, and delivered by the Counties and will constitute legal, valid, and binding obligations of the Counties.
- (d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the Counties, threatened against or adversely affecting the ability of the Counties to perform its obligations hereunder.

3.2 REPRESENTATIONS OF OWNER/OPERATOR

The Owner/Operator represents and warrants to the Counties that:

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency or agencies.
- (b) It is an entity duly organized and existing and in good standing under the laws of Pennsylvania or under the appropriate state regulatory agency or agencies and has the corporate power and authority

to enter into and perform its obligations under this Agreement and each other Agreement or instrument entered into or to be entered into under any provision of this Agreement.

(c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.

(d) This Agreement and each other Agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by, and delivered by the Owner/Operator and will constitute a legal, valid, and binding obligation of the Owner/Operator.

(e) The execution, delivery, and performance hereof by the Owner/Operator: (i) has the requisite approval of all applicable governmental bodies; (ii) will not violate any judgment, order, law, or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.

(f) This Agreement has been duly authorized, executed, and delivered by the Owner/Operator and constitutes a legal, valid, and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

(g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.

(h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the Counties' solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

3.3 DESIGNATED DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a Designated Disposal Facility willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility that is not a County-Designated Facility, the Owner/Operator must furnish proof that the

APPENDIX B-1

facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in **Appendix A, Submittal Forms**:

(a) The Counties may, at its or their option, cause to be delivered to the Owner/Operator's Facility during the receiving times all, part, or none of the Acceptable Waste generated in the Counties subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement.

(b) The Counties or any Waste Hauler shall notify the Owner/Operator that it intends to exercise its right to deliver Acceptable Waste to the Owner/Operator's Facility prior to commencing the delivery of such wastes.

(c) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide processing and/or disposal capacity as may be needed by the Counties for all Acceptable Waste generated within the geographic boundaries of the Counties and that the Counties may cause to be delivered to the Owner/Operator's Facility. This shall include occasional delivery of Acceptable Waste by individual County residents in small vehicles. From time to time, the Owner/Operator and the Counties shall agree on reasonable regulations and charges for such disposal, which will include all applicable fees.

(d) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide in-kind processing and/or disposal and other in-kind services as clarified in completed Form A-3 and including any supplemental documentation clarifying the In-kind Services.

4.2 RELEASE FROM COMMITMENT

The Owner/Operator may, at any time, request that the Counties release it from its commitment to provide all or part of the reserved capacity required. Such request shall be in writing and shall set forth the basis for the request. The Counties shall, in good faith, review the Owner/Operator's request, based on the Counties' ability to ensure sufficient disposal capacity for Municipal Waste estimated to be generated during that particular calendar year, and make a determination within ten (10) business days of receipt of the request. If the request does not jeopardize the Counties' ability to ensure sufficient disposal capacity, it shall grant the Owner/Operator's request. The Counties' decision shall be in writing and delivered to the Owner/Operator.

The Owner/Operator may dispute the Counties' decision by giving the Counties a written request for resolution of the dispute within five (5) working days of receipt of the decision. If the parties cannot resolve the dispute, the parties agree that the venue for dispute resolution shall be the Court of Common Pleas of Mifflin County, Pennsylvania or Federal District Court, Middle District, Pennsylvania. The sole issue to be arbitrated is whether the requested release can be granted without jeopardizing the ability of the Counties to ensure sufficient disposal capacity for Municipal Waste generated in the Counties for that year. During the resolution of any dispute, the Owner/Operator and the Counties shall each continue to perform all of their respective obligations under this Agreement without interruption or slowdown.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

5.2 RECEIVING TIME/HOURS OF OPERATION

(a) The Owner/Operator's Facility shall be available to receive waste during the receiving times specified in Forms contained in Appendix A, attached hereto, and incorporated herein by reference.

(b) If the Counties or a Waste Hauler requests and the Owner/Operator agrees, a Waste Hauler may deliver waste at times in addition to the specified receiving times at a cost that may exceed the fees herein as mutually agreed upon by such Waste Hauler and the Owner/Operator.

(c) Upon request by the Counties, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

5.3 RIGHT TO REFUSE DELIVERY

(a) Except as noted in Article 5.2, the Owner/Operator may refuse waste delivered at hours other than the specified receiving times.

(b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/Operator's Facility and may refuse: (i) waste for which specific Regulatory Agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing Hazardous Waste; or (iii) loads containing Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator, at its sole discretion, may refuse delivery of the entire load or the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to the initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.

APPENDIX B-1

(c) Unless receipt of such waste would adversely affect the facility operation or adversely affect health and safety, the Owner/Operator's Facility may not reject a load of Acceptable Waste from the Counties. Complaints

The Owner/Operator shall receive and respond to all complaints from Waste Haulers regarding the acceptance of waste materials at the Owner/Operator's Facility. Any complaints received by the Counties will be directed to the Owner/Operator. In the event the Owner/Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the Counties shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

5.4 TITLE TO MUNICIPAL WASTE

Except in the case where hazardous or Unacceptable Wastes are delivered to the Owner/Operator's Facility, title to the Municipal Waste and any benefits of marketing materials or energy recovery shall pass to the Owner/Operator upon delivery to the Owner/Operator's Facility and acceptance of waste by the Owner/Operator.

5.5 PERMITS

The Owner/Operator shall be responsible for obtaining all permits necessary for the construction and operation of the Owner/Operator's Facility required to comply with the terms and conditions of this Agreement and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a default on this Agreement.

Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS

The Owner/Operator shall establish and maintain a system to provide storage and ready retrieval of the Owner/Operator's Facility operating data pertinent to this Agreement.

6.1 BASIC REPORTING REQUIREMENTS

(a) In-County and Out-of-County Owner/Operators shall provide the MCSWA and Counties with quarterly reports of all types of waste delivered to the Owner/Operator's Facility that are generated from County sources and delivered to the Owner/Operator's Facility. This report shall include the totals by month for each type of waste. To the extent that reports required to be submitted to PADEP or any other regulatory agency contain the information required by the Counties, copies of said reports may be submitted to the Counties to comply with the Owner/Operator's reporting requirements.

(b) Along with quarterly reports, the Owner/Operator shall provide (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

6.2 SPECIAL REPORTING REQUIREMENTS

The Owner/Operator shall provide written notification to the Counties of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in

permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

6.3 ADMINISTRATIVE INSPECTIONS

Upon reasonable notice and during regular business hours, the Counties and its authorized representatives shall have access to the Owner/Operator's records pertaining to the quantities and sources of County-generated Municipal Waste to verify compliance with the terms and conditions of this Agreement.

Article 7. TIPPING FEES AND OTHER CHARGES

7.1 TIPPING FEES

(a) All Waste Haulers shall pay at a maximum the rates set forth in Appendix A, Form A-2 Proposed Rate Schedule, for County-generated Municipal Waste and other wastes/recyclables as identified by Respondents. The rates shall, as applicable, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host County or municipality; (ii) Act 101 recycling fee and growing greener fee; (iii) and Act 101 post closure fee.

(b) The Counties shall not be responsible for any payment to the Owner/Operator of tipping fees incurred by Waste Haulers. All tipping fees shall be paid directly by the Waste Haulers that deliver the waste to the Owner/Operator's Facility. The Owner/Operator shall be responsible for billing and collecting all tipping fees. The Counties shall not be responsible for the failure of any Waste Hauler to pay the Owner/Operator's tipping fees.

The Owner/Operator shall not charge a tipping fee to a County hauler exceeding the maximum rates this Agreement established for each type of waste. Nothing in this Agreement shall prevent or preclude the Owner/Operator from negotiating alternate tipping fees with any hauler, provided such fees do not exceed the maximum rates under this Agreement.

(e) Unless the Counties and the Owner/Operator mutually agree to an alternate date, all annual rate adjustments shall become effective on January 01 of each year of the Agreement.

(f) The Owner/Operator may petition the Counties at any time for additional rate or fee adjustments based on 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 this Agreement was awarded. The Counties shall evaluate the evidence submitted and may approve reasonable and justifiable cost adjustments, and the Counties shall not unreasonably deny such cost adjustments.

Article 8. IN-KIND SERVICES

Per the Request for Proposals (RFP), the Counties requested interested disposal facility Owners/Operators to offer in-kind services. These may include free disposal of specified quantities of illegal dump waste to benefit the Counties' solid waste management system's performance and avoid costs. These in-kind services identified by Owners/Operators and as negotiated by the Counties and Respondents shall be incorporated within the Disposal Capacity Agreement under this section by reference (**Attachment B-1.1**).

APPENDIX B-1

Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The Counties and the Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement to the extent such loss or damage is recovered under insurance policies.

(b) The Counties shall be designated as an additional insured under all required insurance policies. The Owner/Operator shall provide the Counties with copies and certificates of said insurance policies. Each such insurance policy shall provide the Counties with a thirty (30) day notice of cancellation.

Article 10. INDEMNIFICATION

10.1 INDEMNIFICATION

The Owner/Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties, its officers, members, employees, agents, contractors, and subcontractors, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and attorneys' fees, and shall defend the Counties indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property to the extent caused by:

(a) the negligence or willful misconduct, tortious activity, error or omission of Owner/Operator or its successors or assigns, or any of its officers, agents, employees, contractors, or subcontractors in connection with Owner/Operator obligations or rights under this Agreement; and

(b) the construction, operation, closure, and post-closure care and maintenance of the Owner/Operator's Facility.

The Owner/Operator shall not be liable or required to indemnify or reimburse the Counties or any County-indemnified party for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and other attorney fees arising out of any willful or negligent act, tortious activity, error, or omission of the Counties or County-indemnified parties.

10.2 COOPERATION REGARDING CLAIMS

If either the Counties or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit, or proceeding that may result in a claim for indemnification by the Counties against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to or to defend the party failing to give such notice against such claim, demand, action, suit, or proceeding. The Counties and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit, or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the Counties, be entitled to cooperate with the Counties with respect to the defense. With the written consent of the Counties, the Owner/Operator may assume the defense or represent the interests of the Counties

with respect to such claim, demand, action, suit, or proceeding, which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the Counties, and to propose, accept, or reject offers of settlement.

Article 11. DISPUTES, DEFAULTS, AND REMEDIES

11.1 RESOLUTION OF DISPUTES

In the event that any claim, controversy, or dispute arises between the Counties and the Owner/Operator, or if any approvals, agreements, or concurrences specified herein shall not have been timely given, the Owner/Operator and the Counties shall undertake in good faith to resolve the dispute. If the Counties and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Mifflin County, Pennsylvania, in equity or to law to litigate such disputes.

11.2 EVENTS OF DEFAULT BY COUNTIES

The persistent or repeated failure or refusal by the Counties to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the Counties hereunder, unless such failure or refusal shall be excused or justified by default by the Owner/Operator, provided, however, that no such failure or refusal shall constitute an event of default unless and until:

- (a) The Owner/Operator shall have given written notice to the Counties stating that, in its opinion, a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Counties; and
- (b) The Counties shall have failed to cure such default within thirty (30) days of its receipt of the written notice given pursuant to Article 11.2 (a) above, provided that if the Counties have commenced to take reasonable steps to correct such default within such thirty (30) day period, the Counties' failure to complete its cure of the indicated default shall not constitute an event of default for as long as the is continuing to take reasonable steps to cure such default within the earliest practicable time.

11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

The Owner/Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the Counties or its Waste Haulers delivered to the Owner/Operator's Facility under the terms of this Agreement, or failure to fulfill its obligations under this Agreement otherwise.

11.4 FORCE MAJEURE

Neither the Owner/Operator nor the Counties shall be liable for the failure to perform their duties and obligations under the Agreement 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, labor strike or any other cause which was beyond the reasonable control of the Owner/Operator or the Counties and which the Owner/Operator or Counties were unable to avoid by the exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the Counties within ten (10) working days after the occurrence of the event.

APPENDIX B-1

11.5 REMEDIES

(a) If within a period of thirty (30) days after the Counties shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Counties to the Owner/Operator.

(c) If within a period of thirty (30) days after the Owner/Operator shall have given written notice to the Counties that a default has occurred and is continuing, and specifying the nature of the default, the Counties has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the Counties.

11.6 WAIVERS

A waiver by either the Counties or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective, a waiver must be in writing and signed by the party granting such waiver.

Article 12. TERM AND TERMINATION

12.1 EFFECTIVE DATE

This Agreement shall become effective on **January 01, 2025**. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

12.2 TERM OF AGREEMENT

The term of this Agreement shall commence on the effective date and shall continue in effect for ten (10) years and is intended to coincide with the 10-year planning period of the Counties' Plan.

12.3 EFFECT OF TERMINATION

Upon the termination of this Agreement, the obligations of the Counties and the Owner/Operator hereunder shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the Counties or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

Article 13. MISCELLANEOUS

13.1 ASSIGNMENT

(a) This Agreement may not be assigned by either the Counties or the Owner/Operator or its rights sold by Owner/Operator except with written consent of the Counties or Owner/Operator or as further provided in this Article. The Counties may, however, contract with a third party or parties

Article 13. MISCELLANEOUS

13.1 ASSIGNMENT

(a) This Agreement may not be assigned by either the Counties or the Owner/Operator or its rights sold by Owner/Operator except with written consent of the Counties or Owner/Operator or as further provided in this Article. The Counties may, however, contract with a third party or parties for waste collection, transportation, processing, and disposal. Such contracting will not be interpreted as an assignment of this Agreement. Further, any Municipality within the political boundaries of the Counties and/or any Waste Hauler may avail themselves of the rights of the Counties under this Agreement without violating the assignment provision, provided, however, that the covenants of the Counties in this Agreement will bind such Municipalities and Waste Haulers. The Owner/Operator shall not assign this Agreement except to a licensed and permitted successor to the Owner/Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to the Counties and the written consent of the Counties.

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service.

13.2 NOTICES

Except under emergency circumstances, all notices, demands, requests, and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized courier service or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

Counties: **Mifflin County Solid Waste Authority**
P.O. Box 390
Lewistown, PA 17044
Attn: Lisa Smith

Owner/Operator: CLINTON COUNTY SOLID WASTE AUTHORITY
Attn: JAY ALEXANDER
P.O. BOX 209
MC EUNATTAN, PA. 17748

Either the Counties or Owner/Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written Agreement duly executed by both parties to this Agreement. The Counties and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby

APPENDIX B-1

13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Counties and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement, or other appropriate actions, and shall to the extent practicable in light of such determination, implement and give effect to the intentions of the Counties and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

13.5 CHANGE OF OWNERSHIP

In the event of any change of control or ownership of the Owner/Operator's Facility, the new Owner would then be solely liable for the performance of the Agreement and any claims or liabilities under the Agreement.

13.6 GOVERNING LAW

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the Counties and Owner/Operator are affixed or of the place or places of performance. The Owner/Operator shall conduct the services provided for in this Agreement in compliance with all applicable federal and state laws and regulations.

13.7 COUNTERPARTS

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be a single instrument.

13.8 NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the Counties and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the Counties for any purpose whatsoever.

13.9 SECTION HEADINGS/REFERENCES

The section headings and captions contained in this Agreement are included for convenience only. They shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

13.10 CONVENTIONS

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending, or replacing the statute referred to;

- (d) references to writing include printing, typing, lithography, and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term “including” shall mean including without limitation.

13.11 NONDISCRIMINATION

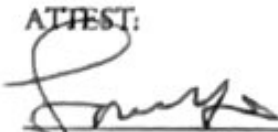
Neither the Owner/Operator, subcontractor, nor any person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, ancestry, disability, sexual orientation, or union membership.

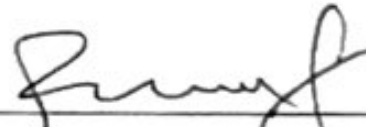
APPENDIX B-1

IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this Municipal Waste Disposal Capacity Agreement to be executed as of the date and year first written.

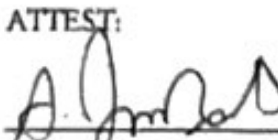
REPRESENTATIVES

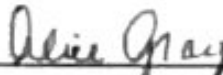
For Mifflin County by delegation to the Mifflin County Solid Waste Authority:

ATTEST:

Secretary

By: 
Title: CHAIRMAN

For Juniata County:

ATTEST:

Chief Clerk

By: 
Title: Commissioner

OWNER/OPERATOR:

ATTEST:
JENNIFER POIRSAU

By: 
Title: GENERAL MANAGER

Attachment B-1.1 -In-Kind Services

The CCSWA agrees to provide the following in-kind services:

1. Donation of disposal services for up to 50 tons per year of non-hazardous Municipal Solid Waste originating from illegal dumpsites or cleanups within Mifflin and Juniata Counties. Eligible materials include scrap steel and an incidental number of tires from illegal dump sites and cleanup activities, delivered to the Wayne Township Facility. The 50-ton disposal allowance does not apply for whole loads of tires.
2. Clean, separated scrap metal delivered to the Wayne Township Landfill shall be processed (e.g., recycled) at no cost to the County. The weight of clean, separated scrap metal designated for recycling shall not be subtracted from the 50-ton disposal allowance for municipal solid waste originating from Mifflin or Juniata Counties' illegal dump sites and cleanup activities.
3. The CCSWA is offering to partner with Mifflin and Juniata Counties to provide special collection events, ex., tires and HHW. This partnership could expand to provide a regional approach to combining, marketing, and transporting recyclable commodities.

The Mifflin County Solid Waste Authority and Juniata County shall notify the landfill of inbound illegally dumped waste or eligible materials from cleanups prior to delivery. The CCSWA shall track the annual donated quantities (tons).

Jay Alexander

Printed Name of Authorized Representative



Signature of Authorized Representative

FIRST AMENDMENT TO MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT

COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS FIRST AMENDMENT TO AGREEMENT, made this 1st day of Nov, 2023, by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania counties organized and existing under the laws of the Commonwealth of Pennsylvania with places of business at their respective county seats (Counties), and Facility Name (Owner/ Operator) Clinton County Solid Waste Authority.

WITNESSETH:

WHEREAS, the parties previously entered into a disposal capacity agreement dated July 19, 2023; and

WHEREAS, the Pennsylvania Department of Environmental Protection (PADEP) has required the Counties to remove the term Designated Disposal Facility from the agreement and to delete Article 5.1 (b) relating to using estimated weights during a scale outage;

NOW THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree to amend the agreement as follows:

ARTICLE 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS:

~~Designated Disposal Facility.~~ A Facility that has executed this Disposal Capacity Agreement.

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a ~~County-designated disposal facility or another~~ fully permitted disposal facility.

Article 3. REPRESENTATIONS

3.4 ~~DESIGNATED DISPOSAL FACILITY~~

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a ~~Designated-Disposal Facility~~ willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility that is not a County-Designated Facility, the Owner/Operator must furnish proof that the facility holds a

valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

The Transfer Station referred to as

will transfer waste to disposal facilities in accordance with this Agreement at the following facilities and/or otherwise clarified as follows: _____ or other ~~designated~~ disposal facility in the Mifflin-Juniata Municipal Waste Management Plan.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement, as amended, between the parties, dated _____, shall be and remain in full force and effect.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. ~~If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage.~~ The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this First Amendment to Agreement to be executed for the uses and purposes herein expressed on the day and year first written.

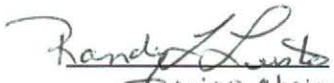
REPRESENTATIVES

For Mifflin County by delegation to the Mifflin County Solid Waste Authority:

By: 

ATTEST:

Title: CHAIRMAN

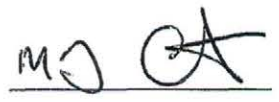

vice chairman

OWNER/OPERATOR

By: 

ATTEST:

Title: General Manager



APPENDIX B-1

MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT (Agreement) made this 19th day of July, 2023, by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania; counties organized and existing under the laws of the Commonwealth of Pennsylvania, with places of business at their respective county seats (Counties), and Facility Name (Owner/Operator) York County Solid Waste & Refuse Authority

Article 1. BACKGROUND

The Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) requires the Counties, as part of its Municipal Waste Management Plan (Plan), to provide disposal/processing capacity for all County-generated Municipal Waste over the 10-year planning period corresponding with the Counties' Plan. To meet this obligation, the Counties issued a Request for Proposals (RFP) through the Mifflin County Solid Waste Authority to execute Agreements with facilities for the provision of all, or a portion of, County-generated Municipal Waste over the designated 10-year term. The Owner/Operator responded to the solicitation, and the Mifflin County and Juniata County Board of Commissioners accepted the Owner/Operator's proposal. This Agreement provides the terms and conditions under which the Owner/Operator will provide disposal capacity and related services.

The Mifflin County Solid Waste Authority (MCSWA), as the designated administrator responsible for the implementation of the 10-year Regional Municipal Waste Management Plan (Plan) for Mifflin and Juniata Counties, has responsibilities set forth by Act 101 of 1988 and as regulated by the Pennsylvania Department of Environmental Protection (PADEP). Responsibilities include assuring adequate disposal capacity and proper disposal of solid wastes and the recovery of recyclable commodities to advance waste diversion toward Pennsylvania's 35 percent recycling goal. The Counties are interested in establishing Agreements to assure adequate disposal capacity is available to manage all waste generated by Mifflin and Juniata Counties for the 10-year contract term anticipated to be from 2025 through 2034.

NOW, THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree as follows:

Article 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS

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

APPENDIX B-1

Acceptable Waste. Municipal waste and all other wastes the facility is permitted to accept under applicable laws and regulations. Where applicable, acceptable or accepted wastes refer to the waste types that a Facility shall accept from Mifflin County and Juniata County sources.

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

Agreement. The Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, as amended or supplemented by other submittals by the Owner/Operator.

Alternative Facility. Any licensed or permitted facility designated by the Owner/Operator to accept County-generated acceptable wastes during the temporary or protracted cessation of operation at the facility.

Commercial Establishment. An establishment 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 (C/D). Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, brick, block, and unsegregated concrete. The term also includes dredging waste. The term does not include the following if they are separate from other waste and are used as clean fill: (1) uncontaminated soil, rock, stone, gravel, unused brick and block, and concrete; and (2) waste from land clearing, grubbing and excavation, including trees, brush, stumps, and vegetative material.

County or Counties. The Counties of Mifflin and Juniata, Commonwealth of Pennsylvania.

Department or PADEP. Pennsylvania Department of Environmental Protection.

Designated Disposal Facility. A Facility that has executed this Disposal Capacity Agreement.

Facilities. Processing and/or disposal facilities, including municipal waste, construction/demolition and residual waste landfills, resource recovery facilities permitted and licensed for the disposition of Municipal Waste (as defined herein), and/or residual waste. Transfer stations are facilities but are not considered **Designated Disposal Facilities** in the Plan because they do not provide disposal capacity.

Hazardous Waste. Solid waste or a 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) post 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 Establishment. An establishment engaged in manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.

Institutional Establishment. An establishment engaged in service, including, but not limited to, public buildings, hospitals (non-infectious waste only), nursing homes, orphanages, schools, correctional facilities, and universities.

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

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a County-designated disposal facility or another fully permitted facility.

Municipal Waste. Garbage, refuse, industrial lunchroom or office waste, and other material, including solid, liquid, semi-solid or contained gaseous material, resulting from the 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. Municipal waste includes construction/demolition waste, municipal sludges, asbestos, infectious/chemotherapeutic waste, and incinerator ash residue. The term does not include source-separated recyclable materials or materials approved by PADEP for beneficial use.

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

Owner/Operator. Any Person who owns, operates, leases, controls, or supervises a Facility, or any permitted successors, assigns, or affiliates.

Owner/Operator's Facility. The Owner/Operator's permitted Facility as described in Form A-1, Facility Questionnaire.

Parent. Any corporation, now or at any time or times hereafter, owning or controlling (alone or with any other person or entity) at least a majority of the issued and outstanding capital stock of the Owner/Operator.

Permit. A permit issued by PADEP or a permit and/or license issued by a state and/or local regulatory agency, as required, to operate a Municipal Waste disposal or processing facility.

Person. Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

Plan. The Counties' Municipal Waste Management Plan approved pursuant to Act 101.

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

Tipping Fee/Processing Fee. The schedule of fees established by the Owner/Operator of a facility for accepting various types of solid waste for processing or disposal.

Ton. Two thousand (2,000) pounds.

Transfer Station. A facility that 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

APPENDIX B-1

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.

Unacceptable Waste. Material that by 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. §2605(e), the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq., or other applicable federal, state, or local law or material that the Owner/Operator concludes requires special handling or endangers the landfill, public health or safety, or the environment.

Yard Waste. Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery, and other vegetative material.

2.2 OTHER WORDS, TERMS, PHRASES

Except as otherwise defined in this Agreement, all words, terms, and/or phrases used herein shall be defined by the applicable definition thereof, if any, in Act 101, the Pennsylvania Solid Waste Management Act, or the regulations promulgated thereunder.

Article 3. REPRESENTATIONS

3.1 REPRESENTATIONS OF COUNTIES

The Counties represent and warrant that:

- (a) It is a political subdivision of the Commonwealth of Pennsylvania, acting by and through its duly authorized officials, and is duly authorized to carry on the governmental functions and operations contemplated by this Agreement and each other Agreement or instrument entered into or to be entered into by the Counties or the municipalities within the boundaries of the Counties, pursuant to this Agreement.
- (b) It has the full power, authority, and legal right to enter into and perform this Agreement and all other agreements or instruments that it may enter into under any provision of this Agreement.
- (c) This Agreement and other agreements or instruments entered into by the Counties pursuant to this Agreement, when entered into, will have been duly authorized, executed, and delivered by the Counties and will constitute legal, valid, and binding obligations of the Counties.
- (d) There is no action or proceeding before any court or administrative agency pending or, to the knowledge of the Counties, threatened against or adversely affecting the ability of the Counties to perform its obligations hereunder.

3.2 REPRESENTATIONS OF OWNER/OPERATOR

The Owner/Operator represents and warrants to the Counties that:

- (a) It is the Owner/Operator of the Facility and is permitted by PADEP or the appropriate state regulatory agency or agencies.
- (b) It is an entity duly organized and existing and in good standing under the laws of Pennsylvania or under the appropriate state regulatory agency or agencies and has the corporate power and authority

to enter into and perform its obligations under this Agreement and each other Agreement or instrument entered into or to be entered into under any provision of this Agreement.

(c) It has the full power and legal right to enter into and perform this Agreement and all other agreements or instruments which it may enter into under any provision of this Agreement.

(d) This Agreement and each other Agreement or instrument entered into pursuant to this Agreement, when entered into, will have been duly authorized, executed by, and delivered by the Owner/Operator and will constitute a legal, valid, and binding obligation of the Owner/Operator.

(e) The execution, delivery, and performance hereof by the Owner/Operator: (i) has the requisite approval of all applicable governmental bodies; (ii) will not violate any judgment, order, law, or regulation applicable to the Owner/Operator; and (iii) does not (a) conflict with, (b) constitute a default under, or (c) except as specifically created hereby, result in the creation of any lien, charge, encumbrance or security interest upon any assets of the Owner/Operator under any agreement or instrument to which the Owner/Operator is party or by which the Owner/Operator or its assets may be bound or affected.

(f) This Agreement has been duly authorized, executed, and delivered by the Owner/Operator and constitutes a legal, valid, and binding obligation of the Owner/Operator, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally, or by general equitable principles concerning remedies.

(g) There is no litigation or proceeding pending or, to the knowledge of the Owner/Operator, threatened against or affecting the Owner/Operator: (i) challenging the validity of this Agreement; (ii) seeking to enjoin the performance by the Owner/Operator of its obligations under this Agreement; or (iii) which, if adversely determined, would materially adversely affect the ability of the Owner/Operator to perform its obligation under this Agreement.

(h) Except as disclosed within the Submittal Forms for Municipal Solid Waste Disposal Services contained in the Counties' solicitation attached hereto and incorporated herein by reference, the Owner/Operator is not a subsidiary of any Parent.

3.3 PARENT GUARANTEE

If and to the extent that the Owner/Operator is a subsidiary of a Parent, the Owner/Operator agrees to cause such Parent to execute and deliver to the Counties a guarantee of the obligations of the Owner/Operator under this Agreement in a form reasonably satisfactory to the Counties.

3.4 DESIGNATED DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a Designated Disposal Facility willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active

APPENDIX B-1

development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility that is not a County-Designated Facility, the Owner/Operator must furnish proof that the facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

Transfer Station referred to as _____

will transfer waste to disposal facilities in accordance with this Agreement at the following facilities and/or otherwise clarified as follows:

Article 4. DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

4.1 DELIVERY AND DISPOSAL OF ACCEPTABLE WASTE

On and after the effective date of this Agreement and pursuant to the capacity reservations specified in **Appendix A, Submittal Forms**:

- (a) The Counties may, at its or their option, cause to be delivered to the Owner/Operator's Facility during the receiving times all, part, or none of the Acceptable Waste generated in the Counties subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement.
- (b) The Counties or any Waste Hauler shall notify the Owner/Operator that it intends to exercise its right to deliver Acceptable Waste to the Owner/Operator's Facility prior to commencing the delivery of such wastes.
- (c) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide processing and/or disposal capacity as may be needed by the Counties for all Acceptable Waste generated within the geographic boundaries of the Counties and that the Counties may cause to be delivered to the Owner/Operator's Facility. This shall include occasional delivery of Acceptable Waste by individual County residents in small vehicles. From time to time, the Owner/Operator and the Counties shall agree on reasonable regulations and charges for such disposal, which will include all applicable fees. The Owner/Operator shall only accept the Acceptable Waste identified in the Facility Questionnaire as set forth in Form A-1 and limits the amount of municipal waste to be accepted by the Owner/Operator.
- (d) Subject to mutually agreed terms and conditions set forth in the Owner/Operator disposal agreement, the Owner/Operator shall provide in-kind processing and/or disposal and other in-kind services as clarified in completed Form A-3 and including any supplemental documentation clarifying the In-kind Services.

4.2 RELEASE FROM COMMITMENT

The Owner/Operator may, at any time, request that the Counties release it from its commitment to provide all or part of the reserved capacity required. Such request shall be in writing and shall set forth the basis for the request. The Counties shall, in good faith, review the Owner/Operator's request, based on the Counties' ability to ensure sufficient disposal capacity for Municipal Waste estimated to be generated during that particular calendar year, and make a determination within ten (10) business days of receipt of the request. If the request does not jeopardize the Counties' ability to ensure sufficient disposal capacity, it shall grant the Owner/Operator's request. The Counties' decision shall be in writing and delivered to the Owner/Operator.

The Owner/Operator may dispute the Counties' decision by giving the Counties a written request for resolution of the dispute within five (5) working days of receipt of the decision. If the parties cannot resolve the dispute, the parties agree that the venue for dispute resolution shall be the Court of Common Pleas of Mifflin County, Pennsylvania or Federal District Court, Middle District, Pennsylvania. The sole issue to be arbitrated is whether the requested release can be granted without jeopardizing the ability of the Counties to ensure sufficient disposal capacity for Municipal Waste generated in the Counties for that year. During the resolution of any dispute, the Owner/Operator and the Counties shall each continue to perform all of their respective obligations under this Agreement without interruption or slowdown.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. If none are available, estimated weights based on historical data pertinent to the affected Waste Haulers shall take the place of actual weighing during the scale outage. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

5.2 RECEIVING TIME/HOURS OF OPERATION

(a) The Owner/Operator's Facility shall be available to receive waste during the receiving times specified in Forms contained in Appendix A, attached hereto, and incorporated herein by reference.

(b) If the Counties or a Waste Hauler requests and the Owner/Operator agrees, a Waste Hauler may deliver waste at times in addition to the specified receiving times at a cost that may exceed the fees herein as mutually agreed upon by such Waste Hauler and the Owner/Operator.

APPENDIX B-1

(c) Upon request by the Counties, the Owner/Operator shall use reasonable efforts to accept deliveries of waste at times other than the receiving times upon seven (7) days prior written notice or, in the event of a natural disaster or other emergency condition, such shorter notice as may be practicable.

5.3 RIGHT TO REFUSE DELIVERY

(a) Except as noted in Article 5.2, the Owner/Operator may refuse waste delivered at hours other than the specified receiving times.

(b) The Owner/Operator shall have the right and discretion to inspect any load entering the Owner/Operator's Facility and may refuse: (i) waste for which specific Regulatory Agency approval is required when approval has not been obtained prior to delivery; (ii) loads containing Hazardous Waste; or (iii) loads containing Unacceptable Waste including material banned from landfilling (e.g., loads comprised primarily of leaf waste, electronics, etc.). The Owner/Operator, at its sole discretion, may refuse delivery of the entire load or the portion that contains the unacceptable materials. The Owner/Operator shall notify Waste Haulers prior to the initial waste delivery of the Owner/Operator's waste monitoring program and expected procedures and responsibilities under such program.

(c) Unless receipt of such waste would adversely affect the facility operation or adversely affect health and safety, the Owner/Operator's Facility may not reject a load of Acceptable Waste from the Counties. Reaching the average daily permitted capacity may not be used as a basis for rejecting County-generated loads of Acceptable Waste.

5.4 COMPLAINTS

The Owner/Operator shall receive and respond to all complaints from Waste Haulers regarding the acceptance of waste materials at the Owner/Operator's Facility. Any complaints received by the Counties will be directed to the Owner/Operator. In the event the Owner/Operator cannot satisfactorily resolve a complaint within five (5) working days after the complaint, the Counties shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of Agreement provisions herein.

5.5 TITLE TO MUNICIPAL WASTE

Except in the case where hazardous or Unacceptable Wastes are delivered to the Owner/Operator's Facility, title to the Municipal Waste and any benefits of marketing materials or energy recovery shall pass to the Owner/Operator upon delivery to the Owner/Operator's Facility and acceptance of waste by the Owner/Operator.

5.6 PERMITS

The Owner/Operator shall be responsible for obtaining all permits necessary for the construction and operation of the Owner/Operator's Facility required to comply with the terms and conditions of this Agreement and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a default on this Agreement.

Article 6. RECORDKEEPING AND REPORTING REQUIREMENTS

The Owner/Operator shall establish and maintain a system to provide storage and ready retrieval of the Owner/Operator's Facility operating data pertinent to this Agreement.

6.1 BASIC REPORTING REQUIREMENTS

(a) In-County and Out-of-County Owner/Operators shall provide the MCSWA and Counties with quarterly reports of all types of waste delivered to the Owner/Operator's Facility that are generated from County sources and delivered to the Owner/Operator's Facility. This report shall include the totals by month for each type of waste. To the extent that reports required to be submitted to PADEP or any other regulatory agency contain the information required by the Counties, copies of said reports may be submitted to the Counties to comply with the Owner/Operator's reporting requirements.

(b) Along with quarterly reports, the Owner/Operator shall provide (i) names of Waste Haulers delivering loads of County-generated wastes; and (ii) a statement that the Owner/Operator's permit for the Owner/Operator's Facility has not been revoked or suspended, and that the Owner/Operator is in substantial compliance with all the terms and conditions of its permit, the provisions of the Solid Waste Management Act, and all applicable federal, state, and County regulations.

6.2 SPECIAL REPORTING REQUIREMENTS

The Owner/Operator shall provide written notification to the Counties of any permit modification applications for the following types of permit changes at the time the application is first submitted to the state or local regulatory agency: (i) changes in permitted site volume or capacity; (ii) changes in permitted average and/or maximum daily waste volume or loading rates; (iii) changes in the permitted acreage; and (iv) changes in ownership.

6.3 ADMINISTRATIVE INSPECTIONS

Upon reasonable notice and during regular business hours, the Counties and its authorized representatives shall have access to the Owner/Operator's records pertaining to the quantities and sources of County-generated Municipal Waste to verify compliance with the terms and conditions of this Agreement.

Article 7. TIPPING FEES AND OTHER CHARGES

7.1 TIPPING FEES

(a) All Waste Haulers shall pay at a maximum the rates set forth in Appendix A, Form A-2 Proposed Rate Schedule, for County-generated Municipal Waste and other wastes/recyclables as identified by Respondents. The rates shall, as applicable, include the following fees: (i) Act 101 host municipality fee plus any additional fee negotiated by the host County or municipality; (ii) Act 101 recycling fee and growing greener fee; (iii) and Act 101 post closure fee.

(b) The Counties shall not be responsible for any payment to the Owner/Operator of tipping fees incurred by Waste Haulers. All tipping fees shall be paid directly by the Waste Haulers that deliver the waste to the Owner/Operator's Facility. The Owner/Operator shall be responsible for billing and collecting all tipping fees. The Counties shall not be responsible for the failure of any Waste Hauler to pay the Owner/Operator's tipping fees.

APPENDIX B-1

The Owner/Operator shall not charge a tipping fee to a County hauler exceeding the maximum rates this Agreement established for each type of waste. Nothing in this Agreement shall prevent or preclude the Owner/Operator from negotiating alternate tipping fees with any hauler, provided such fees do not exceed the maximum rates under this Agreement.

(e) Unless the Counties and the Owner/Operator mutually agree to an alternate date, all annual rate adjustments shall become effective on January 01 of each year of the Agreement.

(f) The Owner/Operator may petition the Counties at any time for additional rate or fee adjustments based on 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 this Agreement was awarded. The Counties shall evaluate the evidence submitted and may approve reasonable and justifiable cost adjustments, and the Counties shall not unreasonably deny such cost adjustments.

Article 8. IN-KIND SERVICES

Per the Request for Proposals (RFP), the Counties requested interested disposal facility Owners/Operators to offer in-kind services. These may include free disposal of specified quantities of illegal dump waste to benefit the Counties' solid waste management system's performance and avoid costs. These in-kind services identified by Owners/Operators and as negotiated by the Counties and Respondents shall be incorporated within the Disposal Capacity Agreement under this section by reference (**Attachment B-1.1**).

Article 9. INSURANCE

(a) The Owner/Operator shall maintain, in full force and effect throughout the term of the Agreement and any renewal or extension thereof, insurance coverages consistent with all current DEP regulations. The Counties and the Owner/Operator hereby waive any and every claim for recovery from the other for any and all loss or damage to each other resulting from the performance of this Agreement to the extent such loss or damage is recovered under insurance policies.

(b) The Counties shall be designated as an additional insured under all required insurance policies. The Owner/Operator shall provide the Counties with copies and certificates of said insurance policies. Each such insurance policy shall provide the Counties with a thirty (30) day notice of cancellation.

Article 10. INDEMNIFICATION

10.1 INDEMNIFICATION

The Owner/Operator or its successors and assigns shall protect, indemnify and hold harmless the Counties, its officers, members, employees, agents, contractors, and subcontractors, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and attorneys' fees, and shall defend the Counties indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property and the Counties or its successors and assigns shall protect, indemnify and hold harmless the Owner/Operator, its officers, members, employees, agents, contractors, and subcontractors, from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits

or actions, and attorneys' fees, and shall defend the Owner/Operator indemnified parties in any suit, including appeals, for personal injury to or death of any persons or persons, or loss or damage to property to the extent caused by:

(a) the negligence or willful misconduct, tortious activity, error or omission of Owner/Operator or its successors or assigns, or any of its officers, agents, employees, contractors, or subcontractors in connection with Owner/Operator obligations or rights under this Agreement, or the negligence or willful misconduct, tortious activity, error or omission of the Counties or its successors or assigns, or any of its officers, agents, employees, contractors, or subcontractors in connection with Counties obligations or rights under this Agreement; and

(b) the construction, operation, closure, and post-closure care and maintenance of the Owner/Operator's Facility.

10.2 COOPERATION REGARDING CLAIMS

If either the Counties or the Owner/Operator shall receive notice or have knowledge of any claim, demand, action, suit, or proceeding that may result in a claim for indemnification by the Counties against the Owner/Operator pursuant to Article 10.1, that party shall so notify the other party and provide pertinent information and documents. Failure to promptly give such notice or to provide such information and documents shall not relieve the Owner/Operator of any obligation of indemnification it may have under Article 10.1 unless such failure shall materially diminish the ability of the Owner/Operator to respond to or to defend the party failing to give such notice against such claim, demand, action, suit, or proceeding. The Counties and the Owner/Operator shall consult with each other and cooperate in respect of the response to and the defense of any such claim, demand, action, suit, or proceeding and, in the case of a claim for indemnification pursuant to Article 10.1, the Owner/Operator shall, upon acknowledgment in writing of its obligation to indemnify the Counties, be entitled to cooperate with the Counties with respect to the defense. With the written consent of the Counties, the Owner/Operator may assume the defense or represent the interests of the Counties with respect to such claim, demand, action, suit, or proceeding, which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of the Counties, and to propose, accept, or reject offers of settlement.

Article 11. DISPUTES, DEFAULTS, AND REMEDIES

11.1 RESOLUTION OF DISPUTES

In the event that any claim, controversy, or dispute arises between the Counties and the Owner/Operator, or if any approvals, agreements, or concurrences specified herein shall not have been timely given, the Owner/Operator and the Counties shall undertake in good faith to resolve the dispute. If the Counties and the Owner/Operator cannot resolve the dispute, either party shall be limited to the Court of Common Pleas of Mifflin County, Pennsylvania, in equity or to law to litigate such disputes.

11.2 EVENTS OF DEFAULT BY COUNTIES

The persistent or repeated failure or refusal by the Counties to perform under this Agreement in accordance with the terms hereof shall constitute an event of default by the Counties hereunder, unless

APPENDIX B-1

such failure or refusal shall be excused or justified by default by the Owner/Operator, provided, however, that no such failure or refusal shall constitute an event of default unless and until:

(a) The Owner/Operator shall have given written notice to the Counties stating that, in its opinion, a particular default or defaults (to be described in reasonable detail in such notice) exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Counties; and

(b) The Counties shall have failed to cure such default within thirty (30) days of its receipt of the written notice given pursuant to Article 11.2 (a) above, provided that if the Counties have commenced to take reasonable steps to correct such default within such thirty (30) day period, the Counties' failure to complete its cure of the indicated default shall not constitute an event of default for as long as the is continuing to take reasonable steps to cure such default within the earliest practicable time.

11.3 EVENTS OF DEFAULT BY OWNER/OPERATOR

The Owner/Operator shall be considered to be in default of this Agreement for failure to accept Acceptable Waste from the Counties or its Waste Haulers delivered to the Owner/Operator's Facility under the terms of this Agreement, or failure to fulfill its obligations under this Agreement otherwise.

11.4 FORCE MAJEURE

Neither the Owner/Operator nor the Counties shall be liable for the failure to perform their duties and obligations under the Agreement 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, labor strike or any other cause which was beyond the reasonable control of the Owner/Operator or the Counties and which the Owner/Operator or Counties were unable to avoid by the exercise of reasonable diligence. Documentation of the event that caused the Owner/Operator to be unable to meet its obligation hereunder must be submitted to the Counties within ten (10) working days after the occurrence of the event.

11.5 REMEDIES

(a) If within a period of thirty (30) days after the Counties shall have given written notice to the Owner/Operator that a default has occurred and is continuing, and specifying the nature of the default, the Owner/Operator has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Counties to the Owner/Operator.

(c) If within a period of thirty (30) days after the Owner/Operator shall have given written notice to the Counties that a default has occurred and is continuing, and specifying the nature of the default, the Counties has neither remedied such default nor undertaken and diligently pursued corrective action; then this Agreement shall terminate immediately upon written notice thereof by the Owner/Operator to the Counties.

11.6 WAIVERS

A waiver by either the Counties or Owner/Operator of any default of any provisions of the Agreement shall not be taken or held to be a waiver of any succeeding default of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any default shall be deemed a waiver of any right or acceptance of defective performance. To be effective, a waiver must be in writing and signed by the party granting such waiver.

Article 12. TERM AND TERMINATION

12.1 EFFECTIVE DATE

This Agreement shall become effective on **January 01, 2025**. The Owner/Operator shall begin to accept waste deliveries from County sources under the terms and conditions of this Agreement on this date.

12.2 TERM OF AGREEMENT

The term of this Agreement shall commence on the effective date and shall continue in effect for ten (10) years and is intended to coincide with the 10-year planning period of the Counties' Plan.

12.3 EFFECT OF TERMINATION

Upon the termination of this Agreement, the obligations of the Counties and the Owner/Operator shall cease, provided that any obligation for the payment of money or otherwise arising from the conduct of the Counties or Owner/Operator pursuant to this Agreement prior to such termination shall not be affected by such termination and shall survive and remain in full force and effect.

Article 13. MISCELLANEOUS

13.1 ASSIGNMENT

(a) This Agreement may not be assigned by either the Counties or the Owner/Operator or its rights sold by Owner/Operator except with written consent of the Counties or Owner/Operator or as further provided in this Article. The Counties may, however, contract with a third party or parties for waste collection, transportation, processing, and disposal. Such contracting will not be interpreted as an assignment of this Agreement. Further, any Municipality within the political boundaries of the Counties and/or any Waste Hauler may avail themselves of the rights of the Counties under this Agreement without violating the assignment provision, provided, however, that the covenants of the Counties in this Agreement will bind such Municipalities and Waste Haulers. The Owner/Operator shall not assign this Agreement except to a licensed and permitted successor to the Owner/Operator capable of performing all covenants of this Agreement and with ninety (90) days prior written notice to the Counties and the written consent of the Counties.

(b) In the event of any assignment or delegation of duties under this Agreement, the delegate shall assume full responsibility and liability and shall be responsible for compliance with and performance of all terms and conditions of this Agreement, including but not limited to provisions for sureties and assurances of availability of ten (10) year service.

13.2 NOTICES

Except under emergency circumstances, all notices, demands, requests, and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized courier service or sent by certified or registered mail, postage prepaid, with return receipt requested, to the following addresses:

APPENDIX B-1

Counties: **Mifflin County Solid Waste Authority**
87 Landfill Road
Lewistown, PA 17044
Attn: **Lisa Smith**

Owner/Operator: **York County Solid Waste and Refuse Authority**
Attn: ~~David Vollero~~
2700 Blackbridge Road
York, PA 17406

Either the Counties or Owner/Operator may, as specified above, designate any further or different addresses to which subsequent notices shall be sent.

13.3 ENTIRE AGREEMENT/MODIFICATIONS

The provisions of this Agreement, together with the Agreements, Appendices, and Attachments incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Agreement between the Counties and the Owner/Operator, superseding all prior disposal capacity agreements and negotiations, if any, and, except as otherwise provided in this Agreement, shall only be modified by written Agreement duly executed by both parties to this Agreement. The Counties and Owner/Operator agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Agreement. If there are existing Host County Fee Agreements between parties or Host County Fee Agreements are entered during the term of this Agreement, the Host County Fee Agreements shall remain in full force and effect notwithstanding any provisions of this Agreement.

13.4 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Counties and Owner/Operator shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement, or other appropriate actions, and shall to the extent practicable in light of such determination, implement and give effect to the intentions of the Counties and Owner/Operator as reflected herein. The other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

13.5 CHANGE OF OWNERSHIP

In the event of any change of control or ownership of the Owner/Operator's Facility, the new Owner would then be solely liable for the performance of the Agreement and any claims or liabilities under the Agreement.

13.6 GOVERNING LAW

This Agreement and any question concerning its validity, construction, or performance shall be governed by the laws of the Commonwealth of Pennsylvania, irrespective of the place of execution or of the order in which the signatures of the Counties and Owner/Operator are affixed or of the place or places of performance. The Owner/Operator shall conduct the services provided for in this Agreement in compliance with all applicable federal and state laws and regulations.

13.7 COUNTERPARTS

This Agreement may be executed in more than one (1) counterpart, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be a single instrument.

13.8 NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing contained in this Agreement is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the Counties and the Owner/Operator, or as constituting the Owner/Operator the general representative or general agent of the Counties for any purpose whatsoever.

13.9 SECTION HEADINGS/REFERENCES

The section headings and captions contained in this Agreement are included for convenience only. They shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement refer to sections of this Agreement.

13.10 CONVENTIONS

In this Agreement:

- (a) the singular includes the plural and the plural the singular;
- (b) words importing any gender include the other gender;
- (c) references to statutes are construed as including all statutory provisions consolidating, amending, or replacing the statute referred to;
- (d) references to writing include printing, typing, lithography, and other means of reproducing words in a visible form;
- (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms;
- (f) references to persons include their permitted successors and assigns; and
- (g) the term “including” shall mean including without limitation.

13.11 NONDISCRIMINATION

Neither the Owner/Operator, subcontractor, nor any person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, ancestry, disability, sexual orientation, or union membership.

APPENDIX B-1


IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this Municipal Waste Disposal Capacity Agreement to be executed as of the date and year first written.

REPRESENTATIVES

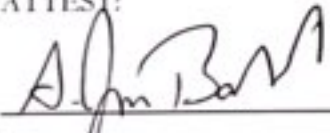
For Mifflin County by delegation to the Mifflin County Solid Waste Authority:

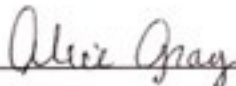
ATTEST:

Secretary

By: 
Title: CHAIRMAN


For Juniata County:

ATTEST:

Chief Clerk

By: 
Title: Commissioner

OWNER/OPERATOR:

ATTEST:


By:  6/16/2003
David Volker
Title: Executive Director

Attachment B-1.1 - In-Kind Services Request

York County Resource and Recovery Center offered no in-kind services. This document is only a placeholder.

Appendix A, Submittal Forms
Form A-1
Facility Questionnaire

municipal wastes, construction/demolition debris, regulated medical waste including infectious and chemotherapeutic waste, asbestos, sewage sludge, and other special handling wastes.

- **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 sludge from an industrial, mining, or agricultural water supply treatment facility, wastewater treatment facility, or air pollution control facility if it is not hazardous.

B. FACILITY BACKGROUND

1. Facility Name
2. Facility Permit # (Must be active)
3. Facility Location (Physical Address):

3a. Facility location in decimal degrees or coordinates (for mapping)

3b. Facility distance from the Borough of Lewistown: Miles

4. Type of Disposal Facility

Landfill

Resource Recovery Facility

Transfer Facility

Other (specify) _____

5. Does this facility maintain an active State-issued disposal facility permit and meet applicable federal, state, and local laws and guidelines?

Yes No If no, explain _____

6. Does this facility currently accept municipal and/or residual waste from Mifflin County sources?

Yes No

6a. Annual tons of Mifflin County municipal waste processed/transferred in 2022:

6b. Annual tons of Mifflin County residual waste processed/transferred in 2022:

7. Does this facility currently accept municipal and/or residual waste from Juniata County sources?

Yes No

6a. Annual tons of Juniata County municipal waste processed/transferred in 2022:

6b. Annual tons of Juniata County residual waste processed/transferred in 2022:

Appendix A, Submittal Forms
Form A-1
Facility Questionnaire

8. Is this facility able to provide all or part of the disposal capacity for Mifflin and Juniata County municipal waste annually for the 10-year period as a Designated Disposal Facility?

- Yes (all) Yes (part, but not all) No Not applicable (transfer only)

Comment Approximately 5,000 tons of municipal solid waste per year will be accepted.

B. Waste Types & Quantities

1. Please identify each material category or type that shall be accepted from Mifflin and Juniata County sources annually over the 10-year period in accordance with the disposal capacity agreement.

Municipal waste (conventional, not listed below)

Construction/Demolition

Regulated medical waste

Asbestos

Sewage sludge

Other "special handling" municipal wastes (specify) No Response

Separated Recyclable Materials (specify) No Response

Other (specify) No Response

2. Please complete the **Disposal Facility Summary Table** below to specify the types and quantities of municipal and/or residual wastes that shall be accepted from Mifflin and Juniata Counties annually over the 10-year period in accordance with the disposal capacity agreement.

**Appendix A, Submittal Forms
Form A-1
Facility Questionnaire**

Disposal Facility Summary Table					
Facility Name <u>York County Resource and Recovery Center</u>					
Facility Permit # <u>PADEP Solid Waste Processing Permit #400561</u>					
# of Annual Operating Days <u>365 Days</u>					
Waste Type	Accepted (Y/N)	Permitted Daily Avg. Tons	Estimated Annual Capacity Available to Mifflin-Juniata Counties (tons) ^[2]	Year 2022 Gate Rate Tip Fee (per ton)	Years of Remaining Capacity (as of 2022)
Municipal Wastes (conventional) ^[1]	Y	<small>Max Daily Avg is 1944 Tons. Includes Residual Waste</small>	5,000 Tons	<small>Tip Fee for York County was \$70 A Ton in 2022</small>	Does Not Apply
Construction/Demolition	N	N/A	N/A	N/A	Does Not Apply
Sewage Sludge	N	N/A	N/A	N/A	Does Not Apply
Incinerator Ash	N	N/A	N/A	N/A	Does Not Apply
Regulated Medical Wastes (e.g., Infectious/chemotherapeutic)	N	N/A	N/A	N/A	Does Not Apply
Asbestos	N	N/A	N/A	N/A	Does Not Apply
Bulky Waste	N	N/A	N/A	N/A	Does Not Apply
Other (specify) _____	N	N/A	N/A	N/A	Does Not Apply
Aggregate (total) Municipal Waste ^[3]	N/A	N/A	5,000 Tons	N/A	Does Not Apply
Residual Waste	Y	<small>Max Daily Avg is 1944 Tons. Includes Residual Waste</small>	2,000 Tons	N/A	Does Not Apply

^[1] Conventional municipal wastes (e.g., garbage and refuse, excluding the different waste types in the table.)

^[2] Please note "ALL" if the facility has sufficient disposal capacity available for all Mifflin and Juniata County wastes without specified quantity limits.

^[3] The aggregate of all non-hazardous residential/commercial/institutional municipal solid wastes, including C/D, regulated medical waste, asbestos, sewage sludge, and other accepted "special handling" municipal wastes, excluding residual waste. This aggregate represents the total municipal waste disposal capacity, including all accepted waste types under "municipal waste."

C. FACILITY DESCRIPTION

1. LINER No Response - Facility is not a landfill.

Please describe the subbase linear design of your landfill (please include the thickness of synthetic liners) of your facility's permitted operations.

1. Primary Liner: (check those that apply)

Synthetic membrane Thickness = _____ mils Material _____

Remolded clay Thickness = _____ Permeability _____ cm/sec

Other

**Appendix A, Submittal Forms
Form A-1
Facility Questionnaire**

2. Secondary Liner: (check those that apply)

- Synthetic membrane Thickness = _____ mils Material _____
- Remolded clay Thickness = _____ Permeability _____ cm/sec
- Other

3. What portion(s) of this system are currently in place? _____

2. LEACHATE COLLECTION AND TREATMENT METHOD

Describe leachate collection and treatment methods currently permitted and in operation.

3. SITE ACCESS RESTRICTIONS

Please list any current or expected site access restrictions to transfer trailers or other vehicles (bridges, road limitations, grade, etc.)

4. RECYCLING

Do you provide any processing or other handling of recyclables at your facility?

If yes, please explain.

If not, what plans do you have to add recyclables' handling and processing at your facility?

5. HOUSEHOLD HAZARDOUS WASTES AND ELECTRONICS

Do you provide any processing or other handling of household hazardous wastes or electronics at your facility? If yes, please explain.

Yes No

Appendix A, Submittal Forms
Form A-1
Facility Questionnaire

6. DISPOSAL FACILITY EXPANSION PLANS

Are any pending expansion plans under development?

Yes No

If yes, please provide the following:

1. Additional Capacity Under Expansion:

Additional MSW Capacity (permitted tons per year)

Additional Residual Waste Capacity (permitted tons per year)

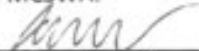
New Total Capacity (tons)

New Total Capacity (cubic yards of airspace)

Expected Life Span with Expansion (Closure Year)

Expected Approval Date of Expansion (Year)

I hereby certify that the information above is correct. I have examined the Request for Proposals (RFP), including the Municipal Waste Disposal Capacity Agreement (Agreement). I have completed the Municipal Waste Disposal Services Submittal Forms, including the Non-Collusion Affidavit and the Facility Questionnaire. This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false submittal. Respondent has not sought by collusion to obtain for itself or to provide any other Respondent any advantage over any other Respondent, Mifflin County, Juniata County, or the MCSWA.

BY:  DATED:

TITLE:

COMPANY:

FIRST AMENDMENT TO MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT
COUNTIES OF MIFFLIN AND JUNIATA, PENNSYLVANIA

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter referred to as the "Amendment"), is entered into as of this 1st day of Nov, 2023 (hereinafter referred to as the "Effective Date"), by and among the two-county region of Mifflin and Juniata Counties, Pennsylvania counties organized and existing under the laws of the Commonwealth of Pennsylvania with places of business at their respective county seats (hereinafter referred to as "Counties"), and York County Solid Waste & Refuse Authority, a municipal authority of the Commonwealth of Pennsylvania (hereinafter referred to as "Owner/Operator").

RECITALS:

WHEREAS, the parties previously entered into a disposal capacity agreement dated July 19, 2023; and

WHEREAS, the Pennsylvania Department of Environmental Protection (PADEP) has required the Counties to remove the term Designated Disposal Facility from the agreement and to delete Article 5.1 (b) relating to using estimated weights during a scale outage;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and with intent to be legally bound, the parties hereby agree to amend the agreement as follows:

ARTICLE 2. DEFINITIONS AND TERMS

2.1 DEFINITIONS:

Disposal Facility. A Facility that has executed this Disposal Capacity Agreement.

Waste Hauler. Any person collecting and/or transporting County-generated Municipal Waste to a fully permitted disposal facility.

Article 3. REPRESENTATIONS

3.4 DISPOSAL FACILITY

In consideration of the Owner/Operator's Covenants and this Agreement, the Counties hereby agree to include the Owner/Operator's Facility in its Plan as a Disposal Facility willing to receive eligible Municipal Waste and other waste types identified within the Disposal Capacity Agreements originating from Mifflin and Juniata Counties. The Owner/Operator acknowledges that this Agreement is nonexclusive. At any time, the MCSWA and Counties may enter into agreements with other facilities or entities to provide disposal capacity and to perform the same or similar work and services that the Owner/Operator is contracted to perform under this Disposal Capacity Agreement. At no time during the term of this Agreement shall the MCSWA or Counties be obligated under this Agreement to deliver and dispose of Acceptable Waste at the Owner/Operator's Facility. When the Mifflin & Juniata County Regional Municipal Waste Management Plan (Plan) is not under active development or revision, disposal facilities may petition the MCSWA and Counties to be added to the Plan as described in the Mifflin & Juniata County Regional Municipal Waste Management Plan.

If the Owner/Operator's Facility is a transfer station, the Owner/Operator must stipulate where the ultimate disposal of County-generated Municipal Waste will occur. If ultimate disposal is to be in a facility that is not a County-Designated Facility, the Owner/Operator must furnish proof that the facility holds a valid permit in the state where it is located and that it meets all appropriate federal, state, and local rules, regulations, and guidelines.

The Transfer Station referred to as

will transfer waste to disposal facilities in accordance with this Agreement at the following facilities and/or otherwise clarified as follows: _____ or other disposal facility in the Mifflin-Juniata Municipal Waste Management Plan.

Except as modified by this Amendment, the Agreement and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. In the event of any conflict between the terms contained in this Amendment and the Agreement, the terms herein contained shall supersede and control the obligations and liabilities of the parties.

Article 5. CONDITIONS FOR THE DELIVERY AND DISPOSAL OF WASTE

5.1 CONTROL PROCEDURES/WEIGHING OF WASTE DELIVERIES

(a) The Owner/Operator shall be required to maintain a scale that conforms to the Weights and Measurement Act of 1965, 73 P.S. §1651-1692, to weigh all incoming waste. Vehicles of all Waste Haulers delivering waste to the Owner/Operator's Facility shall be weighed, and their waste loads classified. Each vehicle shall receive an appropriate record indicating the classification, origin, and weight of all waste prior to disposal at the Owner/Operator's Facility.

(b) If at any time, testing of the weighing facilities indicates that the weights are inaccurate, any adjustments of waste delivery receipts shall revert to the date the appropriate certification agency recorded the last verified scale weights. The Counties or a Waste Hauler may at all times have access to the scale accuracy records of the Owner/Operator. If the scale is inoperable for any reason, the Owner/Operator may direct vehicles to another certified scale closest to the Owner/Operator's Facility. The Owner/Operator shall make disposal invoices for the preceding month, on a monthly basis, available to the Waste Haulers, and the Owner/Operator shall use this information to invoice the Waste Haulers for disposal at the Owner/Operator's Facility.

IN WITNESS WHEREOF, the Counties and Owner/Operator have caused this First Amendment to Agreement to be executed for the uses and purposes herein expressed on the day and year first written above, the Effective Date.

REPRESENTATIVES

For Mifflin County by delegation to the Mifflin County Solid Waste Authority:

By:  _____

ATTEST:

Title: CHAIRMAN _____


Randy Love
Vice Chairman

OWNER/OPERATOR

York County Solid Waste and Refuse Authority,
A municipal authority of the Commonwealth of Pennsylvania

ATTEST:


Greg Pearson

By

 _____

Title: Executive Director



APPENDIX H

Request for Proposals from Disposal Facilities – Advertisements/Publications:

PA Bulletin

WasteAdvantage Magazine



This page is intentionally left blank.

WASTE, AIR, RADIATION AND REMEDIATION

The Counties of Mifflin And Juniata—Advertisement for Proposals.

Central Office: Waste Management Program, Rachel Carson State Office Building, 400 Market Street, Harrisburg, PA 17101.

Contact: Teesha Truesdale 787-7382.

In accordance with the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101 of July 28, 1988, as amended, and Chapter 272 of the Pennsylvania Rules and Regulations, 25 Pa. Code, the Counties of Mifflin and Juniata are soliciting proposals from regional landfills with the capacity to provide disposal for municipal solid waste (MSW), including construction and demolition (C&D) waste and municipal sewage sludge (Sludge) originating from Mifflin and Juniata Counties. Mifflin and Juniata counties (combined) generate approximately 40,000 tons of municipal waste, including C/D waste, annually. The term of provision of disposal capacity shall be ten (10) years, beginning in January 2025. Qualified respondents will be listed as designated facilities in the Regional Municipal Waste Management Plan that is currently being updated.

Written questions from proposers are due Friday, March 24, 2023, by 3:30 p.m. There will be no mandatory pre-proposal meeting.

Inquiries regarding this solicitation can be directed (via email) to Lisa Smith, Mifflin County Solid Waste Authority, P.O. Box 390, Lewistown, PA 17044, at lisa@mifflincountyswa.com. The deadline for sealed proposals is 12:00 p.m., prevailing local time, Friday, April 14, 2023.

Proposed Revision to The State Implementation Plan (SIP) and Notice of Intent to Modify Ract Plan Approval for Philadelphia Gas Works.

Philadelphia: Air Management Services: Air Quality Program, 321 University Avenue, Philadelphia, PA 19104-4543.

Contact: <https://www.phila.gov/departments/air-pollution-control-board/air-management-notice/>.

Air Management Services (AMS) proposes to modify the approved Reasonably Available Control Technology (RACT) plan approval for the following facility:

Philadelphia Gas Works—Richmond, 3100 East Venango Street, to remove the following Condition from the approved SIP and RACT plan approval:

Internal combustion engines rated at less than 500 bhp (gross) which are set and maintaining 4° retarded relative to standard timing.

The modified RACT plan approval will be submitted to the U.S. Environmental Protection Agency for approval and incorporation into Pennsylvania's SIP.

RACT and SIP Revision Background

The three (3) 295 hp Caterpillar emergency fire pump engines were first installed in 1974 and were originally permitted as non-emergency engines. During the approval of the 1997 RACT permit, the facility proposed to comply with the presumptive RACT emissions limitations of 25 Pa. Code § 129.93(c) for the engines, which are the installation, maintenance, and operation of the source in accordance with manufacturers specifications. The presumptive RACT emissions limitations of 25 Pa. Code § 129.93(c) apply to source types under 25 Pa. Code § 129.93(c)(1)–(7). Condition 1(B)(3) of the RACT permit included the following source type in establishing the NO_x RACT for PGW:

(3) Internal combustion engines rated at less than 500 bhp (gross) which are set and maintaining 4° retarded relative to standard timing.

This source type requirement under 25 Pa. Code § 129.93(c)(3) was included in the RACT plan approval No. 51-4922, issued July 26, 1999. EPA approved the source-specific case-by-case determinations of the RACT permit as part of the SIP on October 31, 2001 (66 FR 54947).

Ultimately the units never maintained at 4° retarded relative to standard timing, as indicated by a 2012 Manufacturer Letter. PGW has provided documentation from the manufacturer that indicates the units were installed operating at 12.5 degrees retarded and that further retarding the timing would result in premature valve and turbo charger failure. Additionally, retarding the engine timing by 4 degrees would result in increased emissions of hydrocarbons.

The plan approval will contain monitoring, recordkeeping, and reporting requirements to ensure operation within all applicable requirements.

"This proposed SIP revision and other supporting information are available for inspection at the offices of AMS during normal business hours or on AMS' website at <https://www.phila.gov/departments/air-pollution-control-board/air-management-notice/>.

Interested persons may submit written comments or a request for a public hearing on the proposed SIP revision package to Air Management Services, 321 University Ave, 2nd Floor, Philadelphia, PA, 19104, Attn: DPHAMS_Service_Requests@Phila.Gov. Use "PGW RACT SIP Revision" as the subject line in written communication within thirty (30) days from today.

[Pa.B. Doc. No. 23-294. Filed for public inspection March 3, 2023, 9:00 a.m.]



[CLICK HERE TO LEARN MORE](#)



Waste-to-Energy Technical Assistance for Local Governments

NREL provides U.S. local governments with technical assistance to advance waste-to-energy (WTE) technologies on behalf of the U.S. Department of Energy Bioenergy Technologies Office (BETO). The technical assistance addresses knowledge gaps, specific challenges, decision-making considerations, planning, and project implementation strategies related to WTE. [Read More>](#)

Viridi Launches Landfill Renewable Natural Gas Project in Partnership with Marathon County, WI

Viridi Energy has begun construction on a landfill renewable natural gas project at the Marathon County Solid Waste Department's landfill in Ringle, Wisconsin. The development creates a partnership between Viridi and Marathon County that will convert landfill gas into clean RNG, equal to more than three million gallons of gasoline annually.

[Read More>](#)

NAHMMA Corner: Establishing Operations

After a quick pause last month to highlight a few exciting changes happening with NAHMMA in 2023, this month's article will resume our discussion of Household Hazardous Material and Very Small Quantity Generator Collection Facilities, specifically as it relates to operational efficiencies.

[Read More>](#)

REQUESTS FOR PROPOSALS FROM THE MIFFLIN COUNTY SOLID WASTE AUTHORITY

In accordance with the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101 of July 28, 1988, as amended, and Chapter 272 of the Pennsylvania Rules and Regulations, 25 PA Code, the Counties of Mifflin and Juniata are soliciting proposals from regional landfills with the capacity to provide disposal for municipal solid waste (MSW), including construction and demolition (C&D) waste and municipal sewage sludge (Sludge) originating from Mifflin and Juniata Counties. Mifflin and Juniata counties (combined) generate approximately 40,000 tons of municipal waste, including C/D waste, annually. The term of provision of disposal capacity shall be ten (10) years, beginning in January 2025. Qualified respondents will be listed as designated facilities in the Regional Municipal Waste Management Plan that is currently being updated.

All inquiries regarding this solicitation shall be directed (via email) to Lisa Smith, lisa@mifflincountyswa.com.

The deadline for sealed proposals is Noon., prevailing local time, Friday, April 14, 2023, at Mifflin County Solid Waste Authority, P.O. Box 390, Lewistown, PA 17044.

Written questions from proposers are due Friday, March 24, 2023, by 3:30 pm. There will be no mandatory pre-proposal meeting.

[Submit Your Proposal Here>](#)

MSW CONSULTANTS



11875 High Tech Ave., Ste 150, Orlando, FL 32817
800-679-9220 | mswconsultants.com