Cumberland County Municipal Waste Management Plan Update and Revision November 2013

Developed By The

Cumberland County Recycling & Waste Authority

Nestor Resources, Inc.

CUMBERLAND COUNTY MUNICIPAL WASTE MANAGEMENT PLAN

UPDATE AND REVISION NOVEMBER 2013

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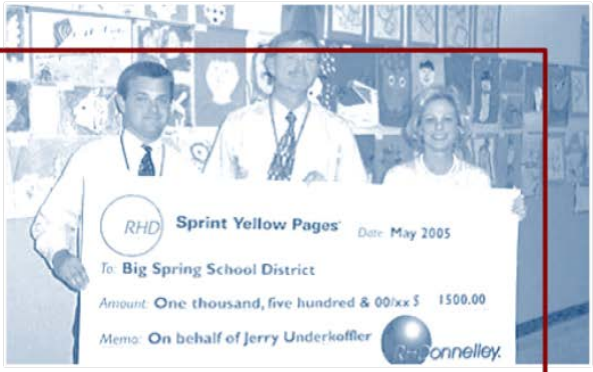

Recognition & Support

Award Winning Programs

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Executive Summary

Planning for municipal waste management in Cumberland County has occurred in some fashion for nearly 40 years. While many of the previous plans were exercises in theory, current efforts have produced results that are more tangible. Most recently, the Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 101), placed upon a county the responsibility for securing sufficient disposal capacity for its waste through contractual commitments with landfills or other processing facilities. Additionally, it required a county to demonstrate to what extent it could feasibly attain the state's recycling initiative. Thus, in 1990, in accordance with the provisions of Act 101, Cumberland County set forth under new and interesting guidelines to develop a ten-year plan for the management of Municipal waste generated within its boundaries.

Act 101, for the first time, shifted the authority for Municipal Waste Management to the County. This transfer of authority away from the municipalities was intended to give the County the ability to implement the recommendations developed in the planning process. A Solid Waste Advisory Committee comprised of representative stakeholders including individuals from all classes of municipal government, select businesses and the waste and recycling industry provided input. The final Plan was approved by the municipalities and by the Board of County Commissioners and the Pennsylvania Department of Environmental Protection. (PADEP)

The Plan provided numerous benefits to Cumberland County. By securing disposal capacity in professionally operated state of the art landfills, the County ensured its citizens fair and equitable disposal costs and increased protection from future potential environmental liabilities. The licensing and subsequently the registration of waste transporters reduced the occurrence of illicit dumping in the County thus enhancing public health and safety. Its combination of mandated and voluntary recycling initiatives conserved valuable natural resources.

A series of revisions have occurred since the approval of the first Plan. Most have been minor in scope and analysis. This current project will serve as the most in-depth review of waste management and recycling practices in Cumberland County since 1990. This update evaluates Cumberland County's ability to implement and the effectiveness of the existing Plan. Based on those findings, certain components

were revised and programs were altered to compliment the current regulatory climate and the economic resources of Cumberland County. The document outlines the step-wise process from fact finding through analyses to final recommendations. It also provides a schedule by which the revised Plan must be implemented.

ELEMENTS OF THE PLAN

The Cumberland County Municipal Waste Management Plan uses a series of fundamental components to evaluate the current solid waste management practices and behaviors as well as to establish future feasible improvements.

WASTE STREAM ANALYSIS

The Waste Stream Analysis includes an inventory of waste stream generators, and an analysis of waste content. National and regional studies and trends are used to analyze the local waste stream, its composition and to calculate future disposal and recovery rates. Finally, projected population and employment increases are used to derive future solid waste management capacity needs.

WASTE HANDLING AND DISPOSAL

The Waste Handling and Disposal component includes an inventory and description of the County's municipal waste collection programs for residential, commercial institutional and government entities. An assessment of the adequacy of collection programs for the County's current and future population is included. This component also contains a detailed inventory and description of current disposal programs. Each disposal facility is recorded along with its ownership, location, and capacity. Assurances of available capacity for the ten-year planning period are required within the Waste Handling and Disposal element. An examination of alternative disposal and processing methods are explored.

RECYCLING AND WASTE MINIMIZATION

The Recycling and Waste Minimization component begins with an inventory of the waste recycling programs available within Cumberland County. Composting programs and yard waste management services are also outlined. The Recycling and Waste Minimization component contains an assessment of the County's actual overall attainment of the statewide goal of a 35% recycling rate. Finally, this component highlights future potential enhancements to County and/or municipal programs.

PUBLIC AWARENESS AND PARTICIPATION

The Public Awareness and Participation component includes direct involvement from a diverse group of stakeholders throughout Cumberland County. Municipal

officials, the general public, business owners and private sector representatives from the waste and recycling industry offer perspectives and opinions on the adequacy of current services and a vision for the future.

IMPLEMENTATION STRATEGY

The final component of the plan is the Implementation Strategy, which brings together the findings and recommendations of the planning process unto an action plan. The Implementation Strategy describes the resources, tools and timeframe to achieve the goals of the Municipal Waste Management Plan.

PLAN ORGANIZATION

The Cumberland County Municipal Waste Management Plan is comprised of eleven chapters and eleven appendices. Following is a brief description of their contents.

- **Chapter 1** discusses Cumberland County's current waste stream characteristics, reported and estimated waste quantities and material types, and projections of the waste stream over the next 10 years. The chapter also examines general demographic data such as population and housing densities, urban and rural elements, economic conditions and county characteristics that may influence waste collection, waste disposal, and type of materials disposed of over the next 20 years.

- **Chapter 2** documents the current collection and disposal practices throughout the County. It identifies transporters of different types of municipal waste. It also provides data on the ultimate disposition of various Cumberland County municipal waste components. Lastly, it discusses the degree to which Cumberland County competes for disposal capacity with other entities.

- **Chapter 3** projects the future waste generation and disposal capacity, which will be required by Cumberland County for the next decade. It presents legal issues related to flow control and capacity assurances. It also discusses the consideration given to the hierarchy of current and future available waste management technologies during the request for disposal capacity process.

- **Chapter 4** presents the overall performance of recycling programs currently operating throughout Cumberland County. It compares the County's efforts to similar programs implemented in other areas of the United States. It illustrates strengths and weaknesses and makes recommendations for future recovery.

- **Chapter 5** offers the analysis and reasoning behind selections made during the planning process for a comprehensive waste management system in Cumberland County. It provides economic and environmental benefits of various options. It also offers a description of anticipated gaps in waste management as well as potential business opportunities.

- **Chapter 6** presents the results of Cumberland County's request for disposal capacity. It subsequently identifies the names, locations and types of facilities that opted to reserve capacity and to be designated to receive Cumberland County's municipal waste over the next 10 years.

- **Chapter 7** identifies the agency that will assure that the final recommendations of the plan are carried out according to the implementation strategy. This section describes a variety of organizational structures considered including the advantages and disadvantages of each. It also offers a sample operating budget that illustrates the base financial needs of the agency to achieve the programs outlined in the plan.

- **Chapter 8** discusses the disposal, composting and recycling facilities, equipment and programs currently owned and operated by public sector organizations in Cumberland County. In addition, it speculates on the extent to which future public facilities might be developed.

- **Chapter 9** explains the legal documents necessary to implement and enforce specific elements of the approved Cumberland County Municipal Waste Management Plan. These include contracts, licenses, ordinances, and others.

- **Chapter 10** outlines how the elements of the Plan will allow for a smooth transition from any current and potentially conflicting programs to those newly recommended.

- **Chapter 11** describes the relationship between the Cumberland County Municipal Waste Management Plan and private sector owned and operated facilities located both within and outside of the County.

- **Appendix A** contains basic words and acronyms used throughout the document and their meanings as they relate to solid waste management.

- **Appendix B** contains the contract provisions required of all facilities, which agreed to reserve disposal capacity for Cumberland County during this planning period.

- **Appendix C** offers a simplified format and the necessary documents to add a facility and additional secured capacity during this planning period.

- **Appendix D** includes any and all County ordinances necessary to implement the provisions of the Cumberland County Municipal Waste Management Plan.
- **Appendix E** contains the registration forms, which must be submitted by transporters desiring to collect and transport municipal waste and/or recyclables in Cumberland County.
- **Appendix F** presents the official delegation and transference of duties from Cumberland County to the Cumberland County Recycling & Waste Authority. The document delineates the powers, responsibilities and financial commitments of the two parties.
- **Appendix G** provides the official resolution of the Cumberland County Board of Commissioners to approve and implement the recommendations contained in the Plan.
- **Appendix H** presents a list of background publications referenced and other tools used to justify assumptions and other recommendations made in the development of the Plan.
- **Appendix I** documents the degree of public participation utilized in development of this Plan. It includes a combination of presentations, handouts and meeting minutes. It shows both citizen and private sector involvement in development of the future vision of waste management in Cumberland County and the final adoption of the Plan.
- **Appendix J** contains the disposal capacity agreements executed with each facility.

CONCLUSIONS AND RECOMMENDATIONS

Since the development of the Cumberland County Municipal Waste Management Plan in 1990, noticeable improvements and advancements in waste management, including recycling and waste diversion, have resulted. Therefore, overall, little to no change is anticipated in Cumberland County's approach to these issues.

NOTED ACCOMPLISHMENTS

The majority of Cumberland County's citizens and businesses act to manage municipal waste in an environmentally responsible fashion. Many residents have access to waste collection opportunities.

More than 90% of the residents in the County have access to curbside recycling collection. The level of services offered may vary considerably from one region of the County to another.

Private sector service providers have made significant financial investments in collection and processing equipment, to meet the recycling needs of Cumberland County. These recycling related activities create jobs and support the local economy.

Colleges and universities also actively implement recycling related programs on their campuses. Some of which are award winning.

SECURED DISPOSAL CAPACITY

As in the past, the Cumberland County Recycling & Waste Authority and the Cumberland County Board of Commissioners have executed and entered into agreements with a number of facilities to assure that sufficient disposal capacity is available for municipal waste generated in Cumberland County for the next decade.

SUGGESTED IMPROVEMENTS

Still, there is room for improvement. By making minor adjustments, litter prevention and a reduction in illegal dumps should occur, along with an even greater increase in the recovery of recyclable materials.

REVISIONS TO THE DELEGATION AGREEMENT

Ambiguities and weaknesses in the delegation agreement between the County and the Authority were targeted as areas for improvement during the planning process. In light of this, the organizational structure utilized to implement the Plan was re-evaluated. A County Department with an advisory Authority was determined as the best organizational structure. The Authority has the ability to make recommendations for facility design, development, real estate and procurement. However, the County retains ultimate approval for the finances and thus it has final say on the budget and any large expenditure.

EXISTING COUNTY PROGRAMS AND SERVICES

The County will maintain support of its own existing programs, provided that local conditions at any given time are not cost prohibitive. Those ongoing programs and services, which will remain in service include:

- Household Hazardous Waste Collection
- Yard Waste Processing Equipment Cooperative
- Grant Application Assistance
- Community Outreach and Awareness

MAINTENANCE AND REPLACEMENT OF YARD WASTE EQUIPMENT

Arguably, the most valued service that the County provides to the municipalities is the yard waste processing equipment cooperative. With the discontinuation of the administrative fees and a diminishing reserve balance, the County can no longer assume the full costs of the maintenance program.

To sustain the program moving forward, user fees need to represent more accurately the true full costs. A formula or some other mechanism based on use should be established for an annual stipend from the municipalities, which would be dedicated to this purpose. This action will begin in 2013 and continue each year of the planning period.

ENHANCED COUNTY COLLECTION PROGRAMS

To enhance the waste management program, it is recommended that the County consider opportunities to provide convenient and affordable disposal outlets for not only regular household waste, but also difficult to manage materials.

DISCARDED ELECTRONIC DEVICES

With the implementation of the Covered Device Recycling Act of 2010, an increase in the recovery of discarded electronic devices is expected. The Cumberland County Department of Recycling and Waste Management will be commissioning a study in 2013 to determine best practices and roles for county agencies in facilitating compliance with the CDRA.

TIRES, WHITE GOODS AND BULKY ITEMS

According to Keep Pennsylvania Beautiful, some of the most common items found in illegal dump sites are white goods (appliances), household furnishings, mattresses, and tires. Studies show that when outlets are readily available to accept these materials, the incidence of illegal dumping decreases. Areas of the County exist where no collection service is available for these types of items. In addition, there is a need to provide options for residents countywide whose circumstances dictate immediate removal of the materials. The Authority will conduct an investigation and analysis to determine the best fit for Cumberland County. This activity is anticipated to occur in planning year 2015.

COUNTY SUPPORT FOR OTHER PROGRAMS

Residential waste and recycling curbside collection services are beyond the normal jurisdiction of the County. However, that does not preclude the County from providing support to municipalities desiring to expand their services, switch to a Pay As You Throw (PAYT) rate structure, or issue its first request for competitive bids for collection service. Likewise, the County can lend support to schools and

government facilities looking to implement recycling programs and contract for similar services.

MUNICIPAL FORUMS

The County should consider organized forums to foster peer to peer exchanges with municipal officials. These meetings could be used to expose municipal officials to new concepts, regulatory initiatives, and best practices. This action is anticipated to begin in 2014.

FACILITATING SINGLE STREAM RECYCLING

With the availability of single stream recycling, which dramatically increases the types and amounts of recyclable materials collected, 96-gallon recycling containers have become commonplace in curbside programs throughout Pennsylvania and the nation. Municipal ownership of these carts levels the competitive bidding for waste and recycling collection. The County should assist municipalities in obtaining grant funding for at least a portion of the cart purchases. Such support will commence in 2013 and continue throughout the planning period.

RECYCLING IN NON-MANDATED COMMUNITIES

Improving the participation rate of facilities at all levels of government to recycle was considered important in the advisory discussions. During the planning period, the County should establish an outreach campaign targeted at government facilities in non-mandated communities. Some of these efforts could also be used to expand school recycling in the same community. Joint marketing of recyclable materials might even be considered. This campaign is anticipated for launching in 2016-2017.

Chapter 1

County Waste Trends

Generation and Composition

As a county plans for the comprehensive management of municipal waste it must first gather crucial data. The background and make-up of the communities, along with the lifestyle of the people who live, work and operate businesses there are vital to understand. How people earn a living; where they chose to build their homes; the size of their families; and their general beliefs all impact the types and amounts of waste they generate. It also plays a part in their willingness to reduce or recycle some of those materials.

This chapter provides background on the volume of municipal waste generated and those who produce it in Cumberland County. A combination of tools including, but not limited to: historical data available from the County; data from similar communities and recognized published sources was used to identify current trends and predict future needs.

GENERAL CHARACTERISTICS OF THE COUNTY AND MUNICIPALITIES

Cumberland County is located in south central Pennsylvania. Driving eastward on the Pennsylvania Turnpike, Interstate 76, the County becomes visible immediately after exiting the Blue Mountain tunnel. Rolling hills and tranquil farmlands paint an idyllic picture of a rural and agricultural-based region. This image of Cumberland County is short-lived, however. Converging on the intersections of the Turnpike and Interstate 81, the landscape suddenly changes to a bustling densely populated area. Rich with commercial business, warehouses and upscale homes, this region continues as such to the banks of the Susquehanna River, which forms the eastern border of the County. This glimpse of the County, albeit from the perspective of the highway, is still illustrative of the differences in the make-up and environment of Cumberland. These variances play an important role in planning for municipal waste management and often dictate the types and level of services required in each sector.

FIGURE 1-1 MAP CUMBERLAND COUNTY

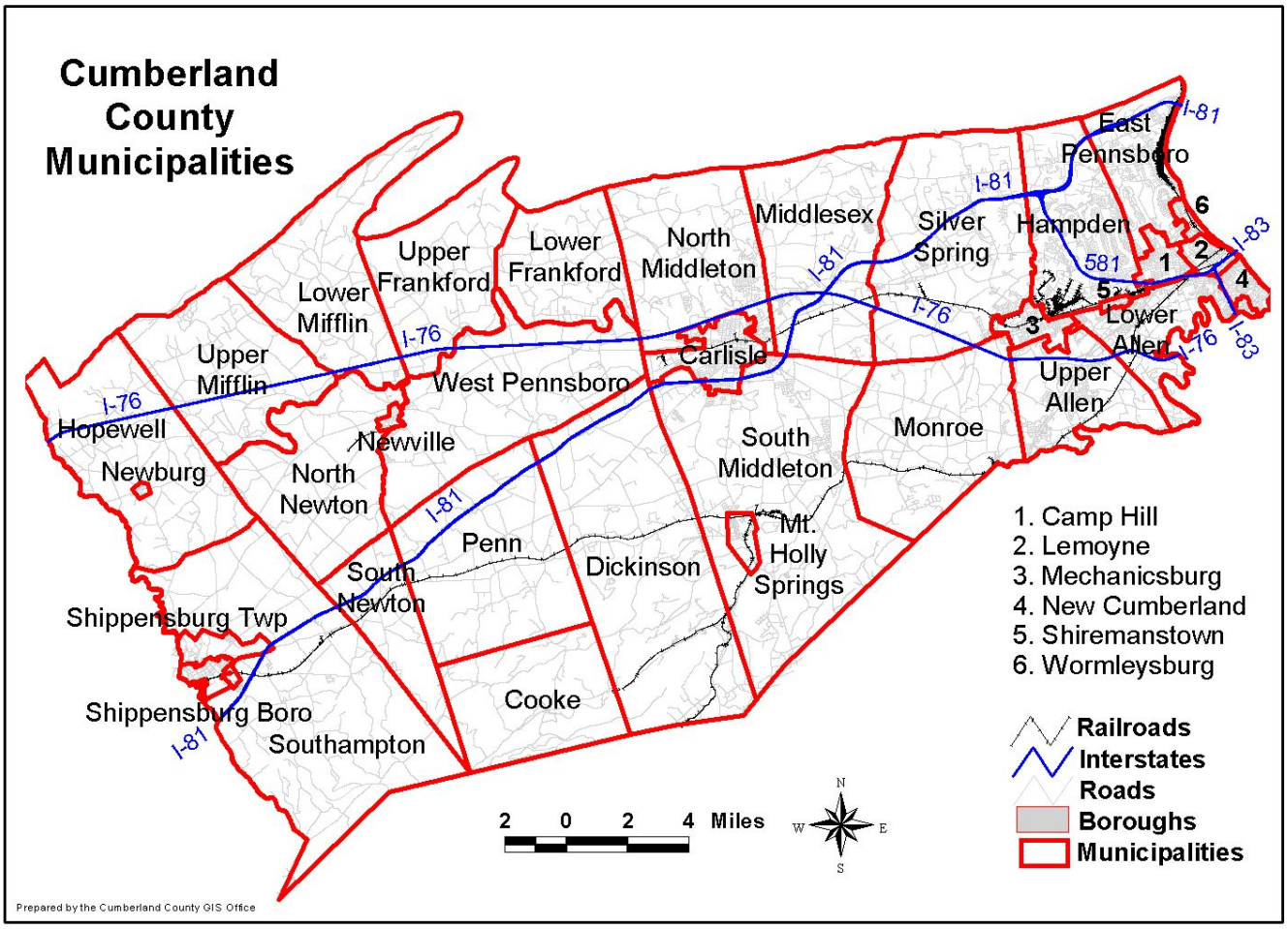


Figure-1 is a map provided by the Cumberland County GIS Office. It shows the layout of the County and its municipalities, which consist of 11 boroughs and 22 townships.

Similar to these differing landscapes, population and population densities vary within the County. According to the Pennsylvania State Data Center, 25.1% of the County's population resides in areas categorized as rural, while 74.9% live in the urban category. Table 1-1 shows the breakdown of rural and urban populations by municipality.

TABLE 1-1 CUMBERLAND COUNTY POPULATION CHARACTERISTICS BY MUNICIPALITY 2010					
Area	**Total Population**	**Urban Population**	**Percent Urban**	**Rural Population**	**Percent Rural**
Cumberland County	235,406	176,319	74.9	59,087	25.1
Camp Hill Borough	7,888	7,888	100.0	0	
Carlisle Borough	18,682	18,682	100.0	0	
Cooke Township	179	0		179	100.0
Dickinson Township	5,223	245	4.7	4,978	95.3
East Pennsboro Township	20,228	19,864	98.2	364	1.8
Hampden Township	28,044	27,203	97.0	841	3.0
Hopewell Township	2,329	0		2,329	100.0
Lemoyne Borough	4,553	4,553	100.0		-
Lower Allen Township	17,980	17,620	98.0	360	2.0
Lower Frankford Township	1,732	0		1,732	100.0
Lower Mifflin Township	1,783	0		1,783	100.0
Mechanicsburg Borough	8,981	8,981	100.0	0	
Middlesex Township	7,040	1,359	19.3	5,681	80.7
Monroe Township	5,823	1,467	25.2	4,356	74.8
Mount Holly Springs Borough	2,030	1,906	93.9	124	6.1
Newburg Borough	336	0		336	100.0
New Cumberland Borough	7,277	7,277	100.0	0	
Newville Borough	1,326	0		1,326	100.0
North Middleton Township	11,143	8,001	71.8	3,142	28.2
North Newton Township	2,430	0		2,430	100.0
Penn Township	2,924	0		2,924	100.0
Shippensburg Borough	4,416	4,416	100.0	0	
Shippensburg Township	5,429	5,429	100.0	0	
Shiremanstown Borough	1,569	1,569	100.0	0	
Silver Spring Township	13,657	7,675	56.2	5,982	43.8
Southampton Township	6,359	1,145	18.0	5,214	82.0
South Middleton Township	14,663	9,135	62.3	5,543	37.8
South Newton Township	1,383	0		1,383	100.0
Upper Allen Township	18,059	17,499	96.9	578	3.2
Upper Frankford Township	2,005	0		2,005	100.0
Upper Mifflin Township	1,304	0		1,304	100.0
West Pennsboro Township	5,561	745	13.4	4,816	86.6
Wormleysburg Borough	3,070	3,070	100.0	0	

A further demonstration of the characteristic differences in the communities can be seen in an examination of the population densities. Table 1-2 shows the land area and population per square mile in each municipality. The differential density range tops in Shiremanstown Borough at 4,880 persons per square mile to Cooke Township with a low of 7.9 persons per square mile.

On a countywide basis the population density is 422.6 persons per square mile which is greater than that found in Pennsylvania overall. Distance and travel time have a huge impact on the overall cost of providing waste and recycling collection services. Therefore, understanding these variables is important in developing programs appropriate for any given locale. Figure 1-2 illustrates the differences in population density across the County.

FIGURE 1-2 CUMBERLAND COUNTY POPULATION DENSITY 2009

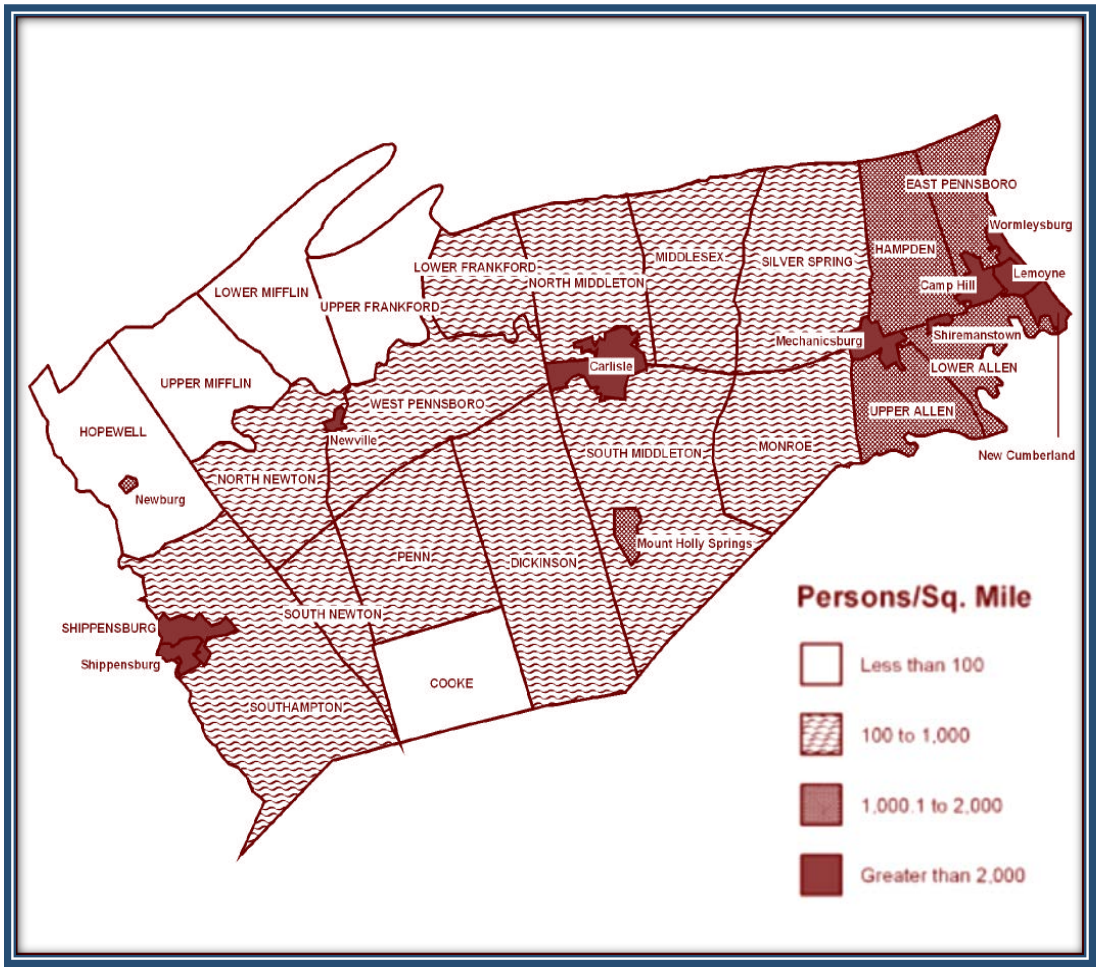


TABLE 1-2 POPULATION DENSITY BY MUNICIPALITY 2009			
Area	Square Miles Land*	Persons Per Square Mile	**Estimated Total Population**
Pennsylvania	44,816.6	**281.3**	**12,604,767**
Cumberland County	550.2	**422.6**	**232,483**
Camp Hill Borough	2.2	3,458.6	**7,436**
Carlisle Borough	5.4	3,420.3	**18,572**
Cooke Township	19.9	7.9	**158**
Dickinson Township	45.6	117.0	**5,336**
East Pennsboro Township	10.9	1,823.1	**19,890**
Hampden Township	17.8	1,537.5	**27,321**
Hopewell Township	28.1	82.2	**2,310**
Lemoyne Borough	1.6	2,535.9	**3,956**
Lower Allen Township	10.3	1,738.4	**17,888**
Lower Frankford Township	15.0	123.7	**1,851**
Lower Mifflin Township	24.0	66.4	**1,592**
Mechanicsburg Borough	2.6	3,370.7	**8,730**
Middlesex Township	25.9	272.0	**7,050**
Monroe Township	26.1	223.7	**5,848**
Mount Holly Springs Borough	1.5	1,268.2	**1,915**
Newburg Borough	0.3	1,392.3	**362**
New Cumberland Borough	1.7	4,224.0	**7,054**
Newville Borough	0.4	2,975.0	**1,309**
North Middleton Township	23.5	468.7	**11,029**
North Newton Township	22.5	105.9	**2,384**
Penn Township	29.2	106.0	**3,096**
Shippensburg Borough	1.3	3,364.4	**4,441**
Shippensburg Township	2.5	2,177.8	**5,488**
Shiremanstown Borough	0.3	4,880.0	**1,464**
Silver Spring Township	32.5	420.2	**13,660**
Southampton Township	52.5	128.2	**6,724**
South Middleton Township	49.5	293.9	**14,539**
South Newton Township	11.1	117.9	**1,309**
Upper Allen Township	13.3	1,376.3	**18,250**
Upper Frankford Township	19.5	95.0	**1,856**
Upper Mifflin Township	21.9	66.6	**1,455**
West Pennsboro Township	30.5	182.9	**5,578**
Wormleysburg Borough	0.9	2,830.1	**2,632**

REGIONAL DIFFERENCES

The U.S. Bureau of the Census, 2010 Census of Population and Housing shows that Cumberland County has experienced a growth trend since 1990 with a 9% increase in population between then and the 2000 census. The same source indicates that the County continued to see an estimated 10% growth rate through 2010. Where that growth has occurred and will occur in the future has an impact on municipal waste planning.

The Cumberland County Tributary Strategy issued by the Cumberland County Conservation District divides the County into three demographic regions. Each region has distinguishing features that sets it apart from the others.

EASTERN CUMBERLAND

The region known locally as the "West Shore" (of the Susquehanna), is located in the eastern part of the County and contains the densest development, featuring numerous retail complexes. The eastern region consists of the Boroughs of Mechanicsburg, Camp Hill, Lemoyne, New Cumberland, and Wormleysburg. At this point in time, the eastern region is nearing a full development stage. Waste management and recycling services for residential and commercial establishments are prevalent in this region.

CENTRAL CUMBERLAND

The Borough of Carlisle serves as the focal point of the central region of Cumberland County. Surrounding the town are several townships that boast upper-middle class residential development. While Boiling Springs and Mt. Holly Springs Borough have still retained their small town atmosphere, there is significant pressure for commercial and light industrial growth in the central region pushing westward. Waste management services for residential and commercial establishments are widely available in this region but service offerings and methods are inconsistent from municipality to municipality.

WESTERN CUMBERLAND

The most rural area of the County is the western region. In the townships surrounding Newville, Newburg, and Shippensburg, large populations of Mennonite and Amish families still reside and operate traditional working farms. According to the Conservation District, these farmers are less likely to sell their land for nonagricultural purposes. Therefore, growth in this area is expected to proceed at a slower pace than in other areas of Cumberland County. The exception could be in and around the Borough of Shippensburg, which is home to Shippensburg State University. Waste management and recycling services are available in a more limited sense in this region, and likely are not universally used.

NATIONAL AND STATE PERSPECTIVES ON MUNICIPAL WASTE

Municipal waste includes things we encounter in our homes and at work. On a daily basis, most of us will discard one or more of the following items: newspapers, kitchen scraps, grass clippings, old clothing, cardboard boxes, bottles, cans, appliances, etc. All of these are considered municipal waste. Items from residential, commercial, and institutional establishments such as durable goods, non-durable goods, containers and packaging, food wastes, yard wastes, and miscellaneous inorganic wastes are also included.

Figures 1-3 and 1-4 show a breakdown of the percentage of materials that can be found in the municipal waste generated and that, which is disposed. The illustrations represent data taken from *"Generation, Recycling, and Disposal in the United States: Facts and Figures for 2009"* an ongoing study and series of publications, sponsored by the USEPA, and conducted by Franklin Associates of Kansas. The conclusions in the study are based on data collected from 1960 through the present. Previously this series of reports was titled, *"Characterization of Municipal Solid Waste in the United States"* and has often been referred to as "The Franklin Study." It has served as the definitive survey on the characterization and composition of the national waste stream.

FIGURE 1-3 USEPA COMPOSITION OF MUNICIPAL WASTE GENERATED 2009

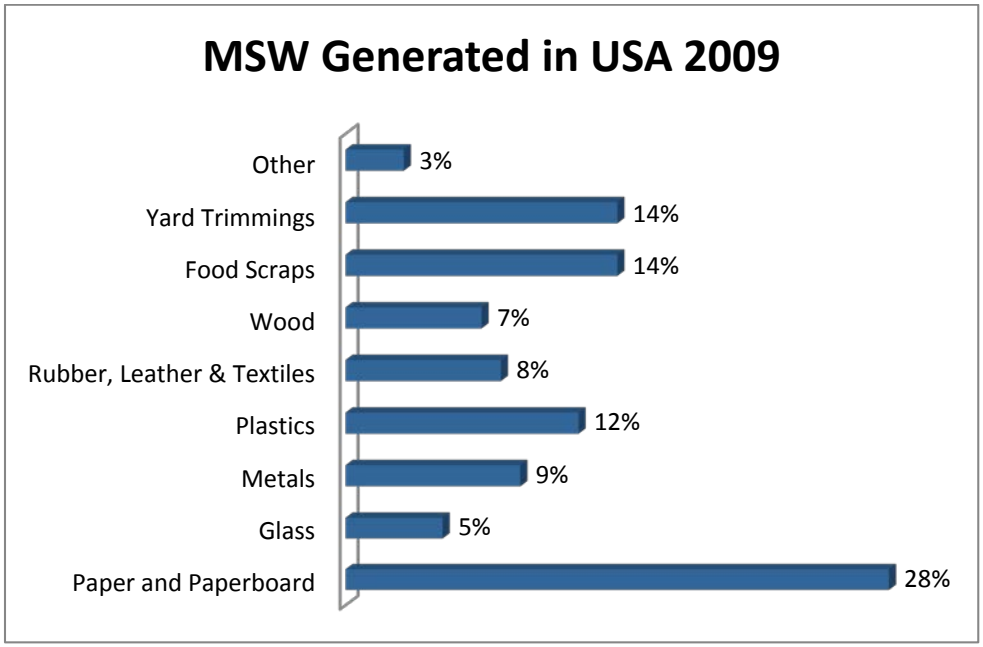
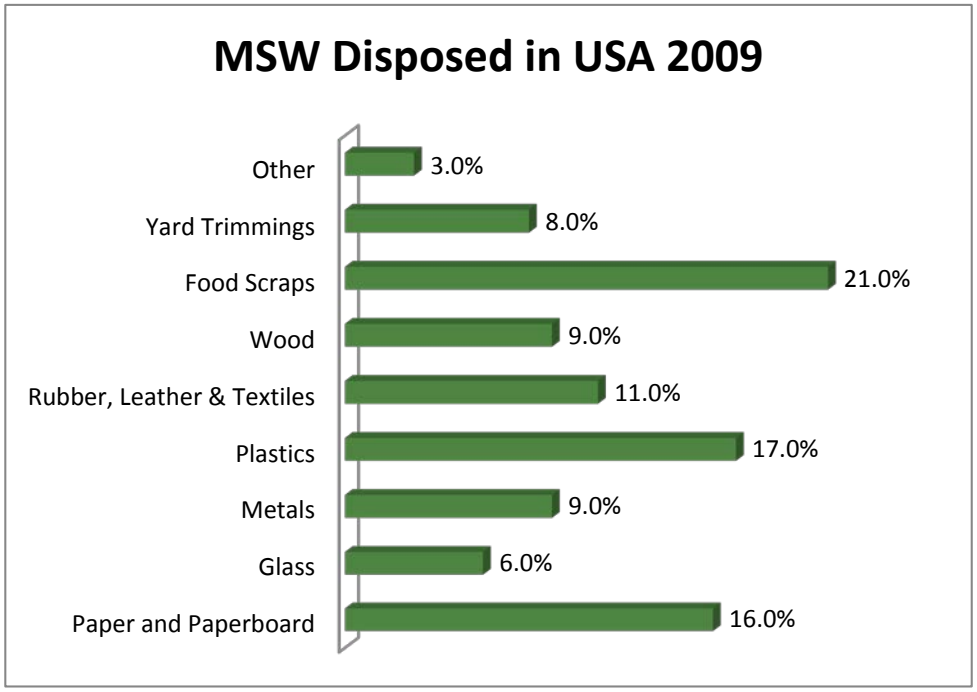


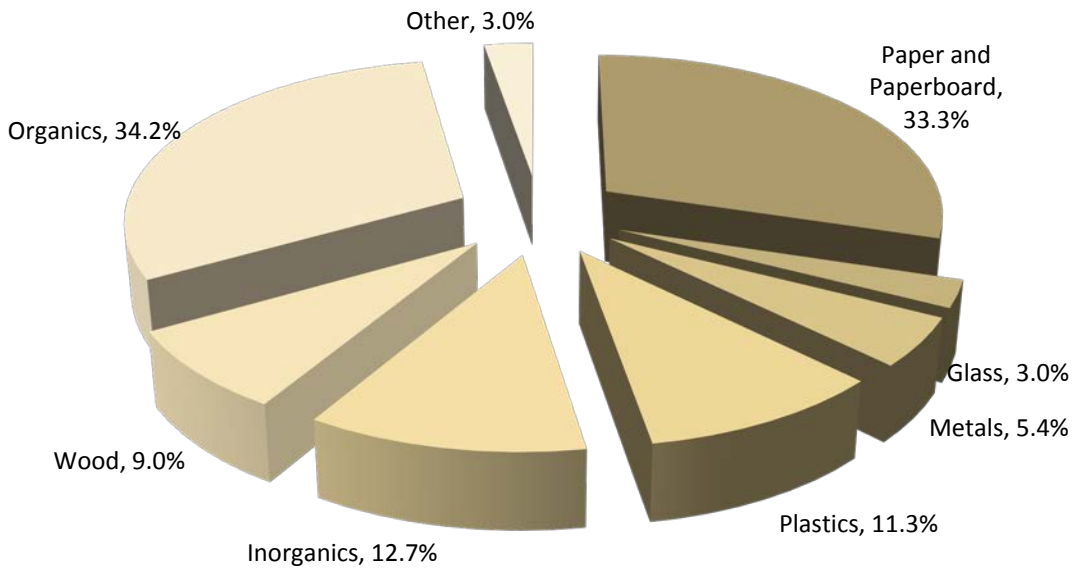
FIGURE 1-4 USEPA MATERIAL COMPOSITION OF MSW DISPOSED 2009



In 2001, the Pennsylvania Department of Environmental Protection performed a statewide municipal waste characterization study of solid waste being disposed in Pennsylvania. The study was designed to estimate the composition of municipal waste disposed in the Commonwealth. According to the findings, organics (food waste, yard waste, etc.) and paper make up the largest segments of the waste stream, followed by inorganics, plastics, metals and glass.

Figure 1-5 represents the findings of the PADEP waste composition study, which was developed by R.W. Beck. It shows the aggregate percentage of materials that were found in the overall waste stream in Pennsylvania. It differs in some respects from the current national averages.

FIGURE 1-5 PADEP COMPOSITION OF MUNICIPAL WASTE DISPOSED 2001



The USEPA graph shows waste generated and disposed on a national level in 2009 and the PADEP graph shows waste disposed in Pennsylvania in 2001. Tables 1-5A and 1-5B show the results of the USEPA and PADEP surveys. Table 1-5A shows materials with wood waste considered an inorganic material and Table 1-5B considers wood waste to be an organic material.

TABLE 1-5A COMPARISON OF NATIONAL AND STATE MATERIALS DISPOSED

Comparison of National and State Materials Disposed (by weight) With Wood Waste included as inorganic rather than organic:		
Material	**USEPA (2009 data)**	PADEP(2001 data)
Organics	**29%**	34.2%
Paper	**16%**	33.3%
Metal	**9%**	5.4%
Glass	**6%**	3.1%
Plastics	**17%**	11.3%
Inorganics	20%	21.7%

TABLE 1-5B COMPARISON OF NATIONAL AND STATE MATERIALS DISPOSED

Comparison of National and State Materials Disposed (by weight) With Wood Waste included as organic rather than inorganic:		
Material	**USEPA (2009 data)**	PADEP
Organics	**38%**	43.2%
Paper	**16%**	33.3%
Metal	**9%**	5.4%
Glass	**6%**	3.1%
Plastics	**17%**	11.3%
Inorganics	11%	12.7%

THE IMPACT OF RECYCLING ON WASTE GENERATION AND DISPOSAL

The results of recycling specific materials in Pennsylvania is readily visible in Table 1-5 A & B as metal, glass and plastics, are less prevalent in the State's disposed waste stream than they are at the national level. Those materials are commonly found in municipal recycling programs due to the provisions of Act 101, the Municipal Waste Planning, Recycling, and Waste Reduction Act of 1988. The percentages for glass, plastics, and metal could be skewed, however, by a disproportionately higher percentage of other materials disposed. Noticeable are the amounts of paper found in Pennsylvania landfills, at a much higher proportion than the national average. Additionally, the PADEP 2001 data for organics exceeds the 2009 national averages, in spite of the trends that show continued increases in the proportion of food waste in municipal waste disposed nationally in the last decade. It is important to note that Pennsylvania's Waste Composition Study was conducted in 2001. Since then new methods of collecting and processing material for recycling that allow for greater quantities of paper have become common. Therefore, it is likely that a study done today would show that

TABLE 1-6 ESTIMATED RESIDENTIAL AND COMMERCIAL WASTE BY MUNICIPALITY 2010					
Municipality	**Population 2010**	**% County Population**	**MSW Generated Tons**	**Estimated Residential Tons**	**Estimated Commercial Tons**
Camp Hill Borough	7,888	3.35%	7526	4064	3462
Carlisle Borough	18,682	7.94%	17825	9625	8199
Cooke Township	179	0.08%	171	92	79
Dickinson Township	5,223	2.22%	4983	2691	2292
East Pennsboro Township	20,228	8.59%	19300	10422	8878
Hampden Township	28,044	11.91%	26757	14449	12308
Hopewell Township	2,329	0.99%	2222	1200	1022
Lemoyne Borough	4,553	1.93%	4344	2346	1998
Lower Allen Township	17,980	7.64%	17155	9264	7891
Lower Frankford Township	1,732	0.74%	1653	892	760
Lower Mifflin Township	1,783	0.76%	1701	919	783
Mechanicsburg Borough	8,981	3.82%	8569	4627	3942
Middlesex Township	7,040	2.99%	6717	3627	3090
Monroe Township	5,823	2.47%	5556	3000	2556
Mt Holly Springs Borough	2,030	0.86%	1937	1046	891
New Cumberland Borough	336	0.14%	321	173	147
Newburg Borough	7,277	3.09%	6943	3749	3194
Newville Borough	1,326	0.56%	1265	683	582
North Middleton Township	11,143	4.73%	10632	5741	4891
North Newton Township	2,430	1.03%	2318	1252	1067
Penn Township	2,924	1.24%	2790	1506	1283
Shippensburg Borough	4,416	1.88%	4213	2275	1938
Shippensburg Township	5,429	2.31%	5180	2797	2383
Shiremanstown Borough	1,569	0.67%	1497	808	689
Silver Spring Township	13,657	5.80%	13030	7036	5994
South Middleton Township	14,663	6.23%	13990	7555	6435
South Newton Township	1,383	0.59%	1320	713	607
Southampton Township	6,359	2.70%	6067	3276	2791
Upper Allen Township	18,059	7.67%	17230	9304	7926
Upper Frankford Township	2,005	0.85%	1913	1033	880
Upper Mifflin Township	1,304	0.55%	1244	672	572
West Pennsboro Township	5,561	2.36%	5306	2865	2441
Wormleysburg Borough	3,070	1.30%	2929	1582	1347
		100.00%	**224,604**	**121,284**	**103,318**

Pennsylvania's paper figures more closely resemble the national trends. Since as a whole, Pennsylvania does not have large scale organics collection and composting operations, it is suspected that the state may continue to exceed the national average in organics disposed. The local impact of designating certain materials for recycling in Cumberland County was an important consideration during the planning process.

SOURCES OF MUNICIPAL WASTE

Every household, business and activity within Cumberland County is a generator of municipal waste to some degree. They include residences, commercial establishments, government buildings, institutions, and community events. Municipal waste encompasses a wide spectrum of materials, which are produced by the majority of generators. However, there are special categories of municipal waste resulting from select generators. Therefore, it was important for the County to examine the special needs and conditions of all of these entities as it developed the revisions to the Plan.

RESIDENCES

By far, municipal waste is generated in greater quantities by Cumberland County households than by its businesses. According to the USEPA and PADEP studies, at least 54% of municipal waste is generated by a community's residents. In rural communities, the studies show the proportion of residential waste to be even higher. Although Cumberland County has distinctly rural areas, a greater portion of its population and its commercial activity is clustered in urban regions. Therefore, to estimate the proportion of residential and commercial waste generated the USEPA and PADEP studies seem appropriate to use. A breakdown of residential and commercial waste generation is shown in Table 1-6.

BUSINESSES, OFFICES, INSTITUTIONS

Most of the remaining 46% of the general municipal waste stream originates in retail stores, restaurants, offices, prisons, schools, hospitals, nursing homes and similar facilities. Although the manner in which these establishments operate may be different, how their waste is stored and collected for disposal remains the same. In addition, while the amounts of each fluctuate in volume, the types of material found within the waste stream are of similar composition. Therefore, quantifying these wastes as commercial for the purpose of planning and discussion is a logical approach. Following is a brief synopsis of each category considered to be a generator of commercial municipal waste.

TABLE 1-7 FEDERAL, STATE AND LOCAL GOVERNMENT FACILITIES

FEDERAL	STATE	COUNTY and LOCAL
USDA Rural Development	Liquor Stores	Cumberland County Courthouse
US Consolidated Farm Service Agencies	State Department of Highways	County Social and Human Service Agencies
Natural Resources Conservation Services	State Turnpike Commission	Cumberland County Redevelopment Authority
US Armed Forces Recruiting	Department of Agriculture	Cumberland County Recycling and Solid Waste
US Armed Forces Reserves	Department Of Labor & Industry	Cumberland County Prison
U S Army War College	Department of Health	District Magistrates and Justices
US Military History Institute	Department of Public Welfare	Township and Borough Offices
United States Post Offices	Driver's License Center	Municipal Authority Offices
National Weather Service	Pennsylvania State Police	Police and Fire Departments
US Veterans Administration	State Legislator's Offices	Public Libraries
Social Security Administration	State Park Lands	

FEDERAL, STATE, LOCAL GOVERNMENT FACILITIES

A wide variety of government functions are conducted in Cumberland County. Social services, economic development, the military, environmental, agricultural and other agencies are housed here. The day-to-day operations of township, borough and county government as well as state and federal operations are located in offices and other facilities throughout the County. Police and fire departments, municipal authorities, libraries, and even the prison are included. Table 1-7 lists the various categories of government offices found in Cumberland County.

TABLE 1-8 CUMBERLAND COUNTY PUBLIC SCHOOL DISTRICTS	
Big Springs School District	**Camp Hill School District**
Big Springs High School	Camp Hill Senior High School
Big Spring Middle School	Camp Hill Middle School
Mount Rock Elementary	Eisenhower Elementary
Newville Elementary	Hoover Elementary
Oak Flat Elementary	Schaeffer Elementary
Carlisle Area School District	**Cumberland Valley School District**
Carlisle Area High School	Cumberland Valley High School
Lamberton Middle School	Eagle View Middle School
Wilson Middle School	Good Hope Middle School
Bellaire Elementary School	Green Ridge Elementary School
Crestview Elementary School	Hampden Elementary School
Hamilton Elementary School	Middlesex Elementary School
Letort Elementary School	Monroe Elementary School
Mooreland Elementary School	Shaull Elementary School
Mount Holley Springs Elementary School	Silver Spring Elementary School
North Dickinson Elementary School	Sporting Hill Elementary School
East Pennsboro Area School District	**Mechanicsburg Area School District**
East Pennsboro Area Senior High School	Mechanicsburg Area High School
East Pennsboro Area Middle School	Mechanicsburg Area Intermediate High School
East Pennsboro Elementary School	Broad Street Elementary School
West Creek Hills Elementary School	Filbert Street Elementary School
	Northside Elementary School
	Shepherdstown Elementary School
	Shiremanstown Elementary School
	Upper Allen Elementary School
Shippensburg Area School District	**South Middleton School District**
Shippensburg Area High School	Boiling Springs High School
Shippensburg Area Middle School	Yellow Breeches Middle School
James Burd Elementary School	Iron Gorge Educational Center
Nancy Grayson Elementary School	Rice Elementary School
Rowland School for Young Children	
West Shore School District	
Allen Middle School	Lower Allen Elementary School
Cedar Cliff High School	New Cumberland Middle School
Highland Elementary School	Rossmoyne Elementary School
Hillside Elementary School	Washington Heights Elementary School
Lemoyne Middle School	
Cumberland Area Vocational Technical	

TABLE 1-9 PRIVATE SCHOOLS LOCATED WITHIN COUNTY PUBLIC SCHOOL DISTRICTS	
Big Springs School District	**Camp Hill School District**
Berean Christian Day School	Bible Baptist School
Hickory Lane School	Good Shepherd Elementary School
Hidden Valley School	Trinity High School
Otterbein School	
Rocky View Parochial School	
Running Pump Road Parochial School	
South Mountain Parochial School	
Carlisle Area School District	**Cumberland Valley School District**
Allen Mennonite School	Emmanuel Baptist Christian Academy
Bethel Christian Academy	Faith Tabernacle School
Grace Baptist Christian School	Oakwood Baptist Day School
Great Hope Baptist School	
East Pennsboro Area School District	**Mechanicsburg Area School District**
Harrisburg Academy	Bible Baptist School
	St Joseph School
Shippensburg Area School District	
Chestnut Grove School	Mount Rock Parochial
Clearfield Parochial School	Oak Grove Parochial School
Grace B Luhrs University Elementary School	Quarry Hill School
Independent Baptist Christian Academy	Shady Lane Amish School
Living Faith School	Spring Hill Parochial School
McKinney School	Sunset Run Parochial School
Meadow Run School	
Middle Run Parochial School	
West Shore School District	**South Middleton School District**
St Theresa Elementary School	Carlisle Christian Academy
	Iron Forge Educational Center
	St Patrick School
	Yellow Breeches Education Center

TABLE 1-10 CUMBERLAND COUNTY INSTITUTIONS OF HIGHER LEARNING	
State Related Institutions	**Private Institutions**
Shippensburg University of Pennsylvania	Central Pennsylvania College
Penn State Dickinson School of Law	Dickinson College
	Messiah College
Business and Trade Schools	
Barbizon School of Modeling	
New Horizons Computer Learning Center	
YTI Career Institute	

EDUCATIONAL INSTITUTIONS

Public school systems represent the largest segment of educational institutions in Cumberland County. Other learning centers also exist. These include colleges, technical and vocational schools, and private schools. Tables 1-8 and 1-9 list the public school systems and the private and parochial schools that are located within those public school districts. Table 1-10 shows the institutions of higher learning.

TABLE 1-11 CUMBERLAND COUNTY RESIDENTIAL CARE FACILITIES

Cumberland Crossings 1 Longsdorf Way, Carlisle, PA 17015	Loyalton of Creekview 1100 Grandon Way, Mechanicsburg, PA 17050	Bethany Village 325 Wesley Dr Mechanicsburg, PA 17055
Chapel Pointe At Carlisle 770 S Hanover St, Carlisle, PA 17013	Forest Park Health Center 700 Walnut Bottom Rd, Carlisle, PA 17013	Claremont Nursing & Rehabilitation Center 1000 Claremont Rd Carlisle, PA 17013
Church of God Home 801 N Hanover St, Carlisle, PA 17013	Sarah A Todd Memorial Home 1000 W South St, Carlisle, PA 17013	Roth Arlene & Book 801 N Hanover St Carlisle, PA 17013
Thornwald Home 442 Walnut Bottom Rd, Carlisle, PA 17013	Country Meadows of West Shore 4905 E Trindle Rd, Mechanicsburg, PA 17050	Manorcare Helath Services 1700 Market St Camp Hill,PA 17011
Jean Webster 801 N Hanover St, Carlisle, PA 17013	Messiah Village Adult Care 1155 Walnut Bottom Rd, Carlisle, PA 17015	Country Manor Adult Community 9 Lantern Lane Shippensburg, PA 17257
Diakon Lutheran Social Ministries 4999 Louise Dr Mechanicsburg, PA 17055	Episcopal Home 206 E Burd St Shippensburg, PA 17257	Essex House 20 N 12th St Lemoyne, PA 17043
Creek View Community 493 Potato Rd, Carlisle, PA 17015	Bridges At Bent Creek 2100 Bent Creek Blvd, Mechanicsburg, PA	Royal Oaks At Ben Creek 2100 Bent Creek Blvd, Mechanicsburg, PA 17050
Yeager's Personal Care Home 103 W Keller St, Mechanicsburg, PA 17055	Messiah Village 100 Mount Allen Dr Mechanicsburg, PA 17055	Green Ridge Village 210 Big Spring Rd, Newville, PA 17241
Gilliland Manor 201 Big Spring Rd Newville, PA 17241	Hollinger Group 4550 Lena Dr Ste 225, Mechanicsburg, PA 17055	HealthSouth Rehabilitation Center 4950 Wilson Lane, Mechanicsburg, PA 17055
Golden Living Center - West Shore 770 Poplar Church Rd Camp Hill, PA 17011	Golden Living Center - Camp Hill 46 Erford Rd Camp Hill, PA 17011	The Woods At Cedar Run 824 Lisburn Rd Apt 522 Camp Hill, PA 17011
United Church of Christ Home 30 N 31st St, Camp Hill, PA 17011	Elmcroft of Shippensburg 129 Walnut Bottom Rd, Shippensburg, PA 17257	Shippensburg Health Care Center 121 Walnut Bottom Rd, Shippensburg, PA 17257

RESIDENTIAL CARE FACILITIES

In the category of institutional generators of municipal waste, also included are the numerous skilled nursing, personal care and assisted living facilities that are found in the County. While these facilities produce municipal waste commonly found in most residences, they also generate materials that require special handling. Due to the nature of their operations, a portion of the municipal waste generated in these facilities falls into a special category known as infectious chemotherapeutic waste. Table 1-11 shows the residential care facilities in Cumberland County.

INFECTIOUS AND CHEMOTHERAPEUTIC WASTE

Hospitals have traditionally been thought of as the primary generators of Infectious and Chemotherapeutic Waste (ICW). In an attempt to control escalating costs, outpatient medical care has grown in popularity and many of the procedures that formerly required hospitalization are now performed in the offices of physicians, dentists, and varying health practitioners as well as other resident care facilities. Therefore, significant amounts of ICW once generated at a hospital are now found at these remote medical facilities.

Although many hospitals continue to operate incinerators or autoclave units for onsite treatment and disposal, the decreasing volume of ICW at hospitals combined with tougher regulatory constraints for permitting and operating the incinerators have resulted in the abandonment of onsite units on some instances. Consequently, commercial transporters and treatment facilities developed in direct proportion to the demand for services.

Hospitals and satellite medical offices in Cumberland County are similar to other facilities in Pennsylvania in the respect that much, if not all, of their Infectious Chemotherapeutic Waste is transported to regional processing and disposal facilities. Table 1-12 shows the estimated volume of ICW generated in Cumberland County. Neither transporters, treatment facilities, nor medical practices are required to report to the County the amount of ICW generated or processed. Therefore, the volume of waste, which is shown in Table 1-12, was calculated using the expected rate of generation by type of facility or medical practice, documented in the *Pennsylvania Infectious and Chemotherapeutic Waste Plan, 1990*.

TABLE 1-12 INFECTIOUS CHEMOTHERAPEUTIC WASTE SOURCES IN CUMBERLAND COUNTY 2009			
Type of Facility	**Number of Establishments**	**Estimated Annual ICW Generation in Tons 2009**	**Projected Annual ICW Generation in Tons 2020**
Hospitals	5	365	409
Physicians	154	13	14
Dentists	92	9	10
Health Practitioners	103	16	18
Dialysis Centers	0	0	0
Outpatient Care Centers	30	5	5
Diagnostic Centers	16	14	15
Home Health Care Services	16	2	3
Veterinary Practitioners	23	5	6
Funeral Homes	12	1	1
Nursing or Residential Care Facilities	59	28	31
Total		**458**	**512**

CONSTRUCTION AND DEMOLITION ACTIVITIES

In Pennsylvania, wastes are regulated in some part more by where and how they are generated rather than the actual composition of the material. A prime example of this is Construction and Demolition Waste(C&D). Just as the name implies, this material is generated from construction, renovation, and demolition activities in residential, commercial and industrial establishments. This portion of the municipal waste stream is highly variable and its composition fluctuates on a site by site basis.

Typically, Construction and Demolition waste contains a conglomerate of items, which include asphalt, concrete, earth, sand, trees, steel, brick, lumber, roofing materials, carpet remnants, dry wall, and other similar materials. Loads bound for disposal resulting from construction activities might also include packaging materials such as cardboard boxes, Styrofoam, nylon or plastic strapping, pallets, etc. Although they are not generally included in the official definitions of C&D waste, it is not uncommon for demolition projects to generate lead, asbestos, mercury, liquid paints and stains, pressure treated lumber, etc. These must be removed and disposed according to practices and regulations beyond those for C&D waste.

Because construction and demolition activities vary based on economic and seasonal conditions, the volume of material is less consistent than municipal waste as a whole. Therefore, it is much more difficult to project generation rates and quantities for the long term. Contributing to that difficulty is the lack of universal documented disposal activity. The Pennsylvania Department of Environmental Protection reports that 17.5% of the material disposed in Pennsylvania landfills can be categorized as C&D waste. In 2009, Pennsylvania disposal sites reported that 45,801 tons of C&D waste originating in Cumberland County were disposed at their facilities. This represents approximately 21% of all municipal waste from Cumberland County disposed in Pennsylvania facilities.

It is suspected that the reported figures do not represent the total amount of such material generated in the County. Complicating the tracking of disposal is the manner in which construction demolition waste is handled by the generators. Unlike MSW, C&D waste is not consistently collected and transported by municipalities or through ongoing arrangements with private garbage haulers. Much of it is handled by construction demolition contractors, or homeowners and businesses that generate the waste. Whether due to lack of awareness, regulations controlling self-haulers or enforcement, the material does not always make its way to a proper disposal facility. Some of the material is burned on construction sites and is never accounted. Another common method used by homeowners and contractors is illicit dumping.

On the other hand, all material that does not reach a landfill is not necessarily improperly managed or disposed. A good portion of brick and concrete and other masonry materials are used as clean fill. Resourceful contractors reuse doors, windows, hardware, etc. in other project applications.

Consequently, it is impossible for a county to determine waste generation based on disposal records. A better source may be construction/demolition contractors who could be required to report on waste that they transport for disposal. In some areas, the proper disposal of construction demolition waste is tied to deposits on building

permits and is refunded when documentation is provided. With the advent of the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, there is more demand for the proper handling of C&D material thru processing facilities that recycle many of the components. This practice coupled with potential disposal bans on certain C&D waste could present future opportunities for greater waste diversion in Cumberland County. Consideration of these potential solutions was part of the revision planning process. Further discussion on this issue is provided in Chapter 4.

SEPTAGE AND SEWAGE SLUDGE

An extensive network of public wastewater treatment plants (WWTP) exists in Cumberland County. According to the *Cumberland County Comprehensive Plan, 2003,* all or portions of twenty-six municipalities in Cumberland County are serviced by public sewers. Private homeowners within the remaining seven non-serviced municipalities are expected to use on lot septic systems. The municipalities without public treatment facilities include Cooke, Lower Frankford, Lower Mifflin, South Newton, Upper Frankford, and Upper Mifflin townships. On-lot septic systems are often pumped and the septage is either land applied or transported for treatment.

The overall amount of biosolids generated within the County is estimated to be 23,635.75 tons per year. A breakdown of estimated biosolids generation by municipality is shown in Table 1-13. The estimates are based on a PADEP study of septage and sewage, which indicates that it is reasonable to expect each County household to generate approximately .25 tons of biosolids per year. Table 1-13 also shows which municipalities are serviced by a specific WWTP.

COMMUNITY EVENTS

Attendees and vendors at sporting events, fairs, festivals, and other celebrations leave behind a variety of items that are considered municipal waste. Food scraps, cups, bottles, cans, flyers, boxes, etc. are all generated in varying quantities at these community events. The National Solid Waste Management Association released a technical bulletin in 1985 that listed the amount of waste generated by tourists under a variety of conditions. The bulletin indicated that during a daylong event, depending upon the types of refreshments and activities available at each event, an average of 3 lbs. of waste per attendee per day could be expected. Smaller events and venues may have differing quantities. The types of food served, the manner in which beverages are dispensed and the volume of promotional materials also factor into the equation. Therefore, no precise generation rates are available for event generated municipal waste.

TABLE 1-13 ESTIMATED BIOSOLIDS GENERATION BY MUNICIPALITY 2010

Geography	**Served by Wastewater Treatment Facility**	Occupied Housing Units	Tons Per Year
Camp Hill Borough	Lemoyne Municipal Authority	*3,369.00*	842.25
Carlisle Borough	Carlisle Region Water Pollution Control Facility Carlisle Suburban Authority South Middleton Township Municipal Authority	*7,724.00*	1,931.00
Cooke Township		*84.00*	21.00
Dickinson Township	South Middleton Township Municipal Authority	*2,298.00*	574.50
East Pennsboro Township	East Pennsboro Township WWTP Pine brook WWTP Roth Lane Waste Water Treatment Plant	*8,316.00*	2,079.00
Hampden Township	Roth Lane Waste Water Treatment Plant Pinebrook WWTP East Pennsboro Township WWTP Lower Allen Township WWTP Mechanicsburg WWTP	*11,138.00*	2,784.50
Hopewell Township	Newburg-Hopewell Joint Authority WWTP	*804.00*	201.00
Lemoyne Borough	LeMoyne Municipal Authority	*1,845.00*	461.25
Lower Allen Township	Lower Allen Township WWTP	*6,925.00*	1,731.25
Lower Frankford Township		*633.00*	158.25
Lower Mifflin Township		677.00	169.25
Mechanicsburg Borough	Mechanicsburg WWTP	4,387.00	1,096.75
Middlesex Township	Carlisle Region Water Pollution Control Facility Middlesex Township Municipal Authority	2,798.00	699.50
Monroe Township	Mechanicsburg WWTP South Middleton Township Municipal Authority	2,271.00	567.75
Mount Holly Springs Borough	Mt. Holly Springs WWTP	965.00	241.25
Newburg Borough	Newburg-Hopewell Joint Authority WWTP	156.00	39.00
New Cumberland Borough	New Cumberland WWTP	3,424.00	856.00
Newville Borough	Newville WWTP	655.00	163.75
North Middleton Township	North Middleton Authority Carlisle Region Water Pollution Control Facility Carlisle Suburban Authority	4,389.00	1,097.25
North Newton Township	Newville WWTP	803.00	200.75
Penn Township	Newville WWTP	1,197.00	299.25
Shippensburg Borough	Shippensburg Borough WWTP	2,250.00	562.50
Shippensburg Township	Shippensburg Borough WWTP	850.00	212.50
Shiremanstown Borough	Lower Allen Township WWTP	747.00	186.75
Silver Spring Township	Silver Springs Township Authority WWTP Carlisle Region Water Pollution Control Facility Mechanicsburg WWTP Middlesex Township Municipal Authority	5,325.00	1,331.25
Southampton Township	Shippensburg Borough WWTP	2,537.00	634.25
South Middleton Township	South Middleton Township Municipal Authority and Carlisle Region Water Pollution Control Facility and Mt. Holly Springs WWTP	6,034.00	1,508.50
South Newton Township		493.00	123.25
Upper Allen Township	Upper Allen Township Sewage Treatment Plant Lower Allen Township WWTP Mechanicsburg WWTP	6,590.00	1,647.50
Upper Frankford Township		774.00	193.50
Upper Mifflin Township		505.00	126.25
West Pennsboro Township	Newville WWTP	2,158.00	539.50
Wormleysburg Borough	East Pennsboro Township WWTP LeMoyne Municipal Authority	1,422.00	355.50
Total		94,543.00	23,635.75

"Solid wastes" are the discarded leftovers of our advanced consumer society. This growing mountain of garbage and trash represents not only an attitude of indifference toward valuable natural resources, but also a serious economic and public health problem."

Jimmy Carter,

former President of the United States of America

Chapter 2

Transportation, Disposal, and Processing Network

Evaluating the Existing Infrastructure

Securing adequate disposal capacity for the municipal waste generated within its boundaries is the primary responsibility for each county in the planning process. Additionally, proper practices for the storage and collection of municipal waste is of equal importance to protect the health and safety of Cumberland County's citizens. This chapter outlines how each type of municipal waste generated in Cumberland County is currently collected, transported, and where it is ultimately processed and disposed.

COLLECTION AND TRANSPORTATION OF MUNICIPAL WASTE

Most residents, businesses, institutions, and municipal facilities have reasonable access to waste collection in Cumberland County. Typically, transporters contract directly with commercial and institutional establishments. In some instances, municipalities secure these services for their residents through a competitive bidding process. This practice dominates the eastern portion of the County where the highest concentration of population is located. In other areas, private subscription waste collection service is more prevalent. Because subscribing to waste collection is voluntary in these communities, by either personal choice or economic circumstances, many residents have no service provider. Occasionally, this decision is justified by individual efforts of conservation and use of environmentally friendly alternatives. However, most often, the absence of collection service signals the presence of undesirable disposal methods and environmental pollution.

TRANSPORTERS OF MUNICIPAL WASTE

The Waste Safety Transportation Program, Act 90, was enacted in 2002. Owners of waste transportation vehicles that regularly transport municipal or residual waste to a processing or disposal facility in the Commonwealth are required to obtain written authorization from PADEP. Municipal or residual waste processing or disposal facilities are prohibited from accepting waste from vehicles that do not have a valid authorization sticker. Transporters that collect waste in Pennsylvania but utilize an out of state disposal facility are exempt, as are those hauling less than 17,000 lbs., and trailers with a registered gross vehicle weight less than 10,000 lbs tons. Table 2-1 lists the transporters that are known to operate within Cumberland County. An identification number is included for those who have obtained Act 90 authorization.

A majority of the authorized transporters listed do not provide traditional residential curbside waste collection. Additionally, many do not offer commercial small containerized service. Some, such as those servicing educational or government oriented facilities, haul only self–generated waste. Others are municipal operations. However, the focus of most of the transporters tends to be on construction and demolition related activities. Because they control a significant and important portion of the municipal waste stream, their practices must be considered in policies that result from the planning process.

TABLE 2-1 MUNICIPAL WASTE TRANSPORTERS OPERATING WITHIN CUMBERLAND COUNTY

Transporter	Authorization ID #	Address
A + A Rolloffs, LLC.	WH10127	14938 Molly Pitcher Highway, Greencastle , PA, 17201
A-1 Trash Removal		4904 Raudabaugh Rd
ADS Environmental Services LLC	WH10922	Camp Hill
Associated Products Services, Inc.	WH11610	2 East Dr Mechanicsburg, PA 17050
Best Roofing Technology, Inc.	WH1876	1462 Trindle Rd Carlisle, PA 17015
Black's Detachable Truck Systsems	WH1973	300 Mulberry Dr Mechanicsburg, PA 17050
Blair E. Wenger	WH0279	1968 Ritner Highway, Shippensburg, PA
Booz Milk Transport Inc.	WH5143	199 Booz Road Shippensburg 17257
Borough of Carlisle	WH5911	Carlisle
Boyd E. Diller	WH0437	6820 Wertzville Rd Enola, PA 17025
Brian Nailor Carpentry, Etc.	WH7194	2030 Walnut Bottom Rd, Carlisle, PA 17015

Table 2-1 Municipal Waste Transporters Operating within Cumberland County (cont'd)

Transporter	Authorization ID #	Address
Brubacher Excavating, Inc.	WH2496	825 Reading Road, Bowmansville, PA 17507
Calvin E. Wiuser	WH3760	402 South Penn Street, Shippensburg, PA 17257-8702
Chambersburg Waste Paper Co., Inc.	WH0229	Box 975, 2047 Loop Road, Chambersburg, PA 17201
Coldsmith Construction Company, Inc.	WH8012	1555 Coldsmith Rd Shippensburg, PA 17257
Colonial Builders & Developers, LLC	WH1194	1333 Kiner BLVD Carlisle, PA 17013
Conservative Environmental Services, Inc.	WH3787	33 Argali Ln Mechanicsburg, PA 17055
COR Construction Services, Inc.	WH11974	12 Long Ln # B Mechanicsburg, PA 17050
Craig C. Crain	WH8624	Carlisle
D. R. Beecher Trucking	WH7681	Newville
D.L. Griffey Hauling, LLC	WH11786	705 Mount Rock Rd, Carlisle, PA 17015-7426
David Sheibley Trash Removal		67 W North St Carlisle, PA 17013
Derr's Trash Hauling		Mechanicsburg
Dickinson College	WH1447	Carlisle
Dunlap Construction	WH11663	10707 Shale Road, Shippensburg, PA 17257-9319
Eagle Roll-off Service		29 S Main St Manchester, PA 17345
ECC, INC. dba Eagle Construction Co.	WH4558	701 S Antrim Way Greencastle, PA 17225
Eric W. Mainhart	WH11906	100 Valley Rd, Newville, PA 17241
Wenrick Roll-off Dumpster Rentals	WH11405	5274 White Church Rd Shippensburg, PA 17257
Foremost Industries, Inc.	WH8663	2375 Buchanan Trl W Greencastle, PA 17225
Forte Properties	WH11915	Camp Hill, PA
Fulmer Construction Services, Inc.	WH12018	223 N Locust Point Rd, Mechanicsburg, PA 17050-2621
G&C Excavating and Construction	WH4165	110 Frank Rd Greencastle, PA 17225
Galbraith/ Pre-design, Inc.	WH10304	213 Kutz Rd Carlisle, PA
Got Milt Trash Removal		PO Box 1133, Carlisle, PA 17013

Table 2-1 Municipal Waste Transporters Operating within Cumberland County (cont'd)

Transporter	Authorization ID #	Address
Hoghpeak Roofing & Painting, Inc.	WH5242	2301 Ritner Hwy, Carlisle, PA
Hilltop Construction & Contracting, Inc.	WH11456	32 Chadwick Dr Greencastle, PA 17225
IESI PA Corporation	WH0316	1578 Orchard Road Scotland, PA
Interstate Waste Services Of PA	WH1424	135 Vaughn Road, Shippensburg, PA 17257-9727
John W. Gleim Jr., Inc.	WH3481	625 Hamilton St, Carlisle, PA 17013
Lemoyne Borough	WH2875	510 Herman Avenue. Lemoyne, PA 17043
McCorkle Construction Services, Inc.	WH11983	1405 Zimmerman Rd Carlisle, PA 17015
McCoy Brothers Inc	WH1492	1514 Commerce Ave, Carlisle, PA
Mr. Rehab Inc.	WH10367	3 Long Lane Mechanicsburg, PA 17050
Naugle Rubbish Removal		84 Long Rd Newville, PA 17241
Naval Support Activity	WH2293	5450 Carlisle Pike, P.O. Box 2020, Mechanicsburg, PA 17055
Neidlinger Excavating, LLC	WH11530	100 W High St Carlisle, PA 17013
PA DOT Engineering District 8 0	WH3871	Carlisle
Penn Waste, Inc.	WH0960	85 Brick Yard Rd Manchester, PA 17345
R & R Roofing	WH10198	111 Walnut Dale Rd Shippensburg, PA 17257
R. T. Carey Trucking	WH7310	61 Heisers Lane, Carlisle, PA 17015
Ream's Disposal	WH0273	P.O. Box 313 Bowmansville PA
RJ'S Transport LLC	WH7410	1233 Claremont Rd, Carlisle, PA 17015-9742
Robert Brayant	WH7744	1510 Lambs Gap Rd, Mechanicsburg, PA 17050
Robert J. Chaya dba R.C. Trucking	WH11816	Duncannon
Roger L. Hosfelt	WH7366	251 South Earl Street, Shippensburg, PA 17257
Roush's Hauling		14 Paradise Drive, Carlisle, PA 17015
S.A. Hurley Excavation Inc.	WH7284	50 Frytown Rd Newville, PA 17241
Shippensburg Borough	WH0578	111 North Fayette Street, Shippensburg, PA 17257

Table 2-1 Municipal Waste Transporters Operating within Cumberland County (cont'd)

Transporter	Authorization ID #	Address
Shippensburg Leasing Corp.	WH4451	1234 Leasing Dr Shippensburg, PA 17257
Shippensburg Township	WH7255	83 Walnut Bottom Rd. Shippensburg, PA 17257
Shippensburg University	WH4048	1871 Old Main Dr Shippensburg, PA 17257
Strickland Brothers Construction, LLC	WH12051	623 Creek Rd Carlisle, PA 17015
Suburban Roofing Co., Inc.	WH7083	210 Mulberry Dr Mechanicsburg, PA 17050
Sweger's Hauling		280 Peach Glen Idaville Rd Gardners, PA 17324-9625
Sylvesters Services, Inc.	WH1446	35 Lower Bailey Rd Duncannon, PA 17020
Terry L. Shetter	WH1537	365 Musser Rd Shippensburg, PA 17257
Utility Services Group	WH8122	1304 Slate Hill Rd Camp Hill, PA 17011
Waste Management of Pennsylvania, Inc.	WH1436	4300 Industrial Park Rd Camp Hill, PA 17011
Weaver Hauling & Excavating, LLC	WH11152	688 Walnut Bottom Rd, Shippensburg, PA 17257
Will Haul For You		Mechanicsburg

DESTINATION OF CUMBERLAND COUNTY'S MUNICIPAL WASTE

Within a 50 mile radius of Cumberland County exists a broad spectrum of disposal options for municipal waste. While there are numerous facilities, they essentially fall into one of two types of operations. These include land disposal and combustion for energy recovery, with landfills being the predominant choice. Cumberland County entered into disposal and processing capacity agreements with many of these facilities as part of its original plan. Table 2-2 lists the facilities designated to receive waste generated in Cumberland County. It also shows their permit number, location, owner/operator and the overall daily volume that can be accepted at each site.

TABLE 2-2 DISPOSAL FACILITIES WITH EXISTING CAPACITY AGREEMENTS FOR CUMBERLAND COUNTY WASTE 2010					
Facility	**Permit**	**Daily Volume Av Max Tons**	**County/ Municipality**	**Address**	**Owner/Operator**
Blue Ridge Landfill	100934	1450 2000	Franklin/ Greene Township	P O BOX 399 Scotland, PA 17254	IESI
Commonwealth Environmental Systems	101615	4750 5500	Schuylkill/ Foster, Frailey and Reilly Townships	99 Commonwealth Rd Hegins, PA 17938	Commonwealth Environmental Systems
Conestoga Landfill	101509	7210 10,000	Berks/ New Morgan Borough	P.O. Box 128 420 Quarry Rd Morgantown, PA 19543	Allied Waste Services
Cumberland County Landfill	100945	1500 1950	Cumberland/ Hopewell & North Newton Townships	142 Vaughn Rd. Shippensburg, PA 17257	Interstate Waste Services
Dauphin Meadows Landfill	101539		Dauphin/ Washington & Upper Paxton Township	3035 Route 209 Millersburg, PA 17061	Waste Management
Greenridge Reclamation Landfill	100281	2500 2500	Westmoreland/ East Huntington Township	RR 1 Box 716, Landfill Rd Scottdale, PA 15683	Allied Waste Services
Harrisburg Materials Energy Recycling & Recovery Facility	100992	800	Dauphin/ Harrisburg	1670 S. 19th St Harrisburg, PA 17104	Harrisburg City Authority
Keystone Sanitary Landfill	101247	4750 5000	Lackawanna/ Dunmore, Old Forge,and Throop Boroughs	PO Box 249 Dunmore, PA 18512	Keystone Quarry Inc.
Laurel Highlands Landfill	101534	2000 2500	Cambria/ Jackson Township	260 Laurel Ridge Rd Johnstown, PA 15909	Waste Management
Milton Grove Construction Demolition Landfill	101559	1000 2500	Lancaster/ Mount Joy Township & Mount Joy Borough	2487 Cloverleaf Road Elizabethtown PA 17022	Veolia Environmental Services
Modern Landfill	100113	4667 5000	York/ Lower Windsor and Windsor Townships	4400 Mt. Pisgah Rd York, PA 17402	Republic Services
Mosteller Landfill	101571	2000 2500	Somerset/Brothers Valley and Somerset Townships	7095 Glades Pike Somerset, PA 15501	Interstate Waste Services
Mountain View Reclamation Landfill	101100	1500 1850	Franklin/ Atrium & Montgomery Townships	9446 Letzburg Rd Greencastle, PA 17225	Waste Management
Mountainview Sanitary Landfill			Allegheny (Maryland)		
Phoenix Resources, Inc Construction Demolition Landfill	101649	1250 2000	Tioga/ An Township	782 Antrim Rd. Wellsboro, PA 16901	Phoenix Resources, Inc.
Pine Grove Landfill	101427	850 850	Schuylkill/ Pone Grove Township	193 Schultz Rd Pine Grove, PA 17963	Waste Management
Sandy Run	101538	750 1000	Bedford/ Broad Top Township	P O BOX 136 Hopewell, PA 16650	Interstate Waste Services
Shade Landfill	101421	2900 3500	Somerset/Shade Township	1176 No. 1 Rd Cairnbrook, PA 15924	Waste Management
Southern Alleghenies Landfill	100081	2220 3300	Somerset/ Conemaugh Township	843 Miller Picking Rd Davidsville, PA 15928	Waste Management
York County Resource Recovery Center	400561	1344	York/ Manchester Township	2700 Blackbridge Rd York, PA 17402	York County Solid Waste and Refuse Authority

WASTE TRANSFERS

Some of the waste collected in Cumberland County is delivered to an interim facility before its ultimate disposition at a landfill or waste to energy facility. There are two permitted transfer stations located in the County, which are listed in Table 2-3. The Diller Transfer Station accepts material from the general public and outside haulers. Waste Management's Transfer Station in Camp Hill primarily serves the needs of its local hauling division.

TABLE 2-3 CUMBERLAND COUNTY TRANSFER STATIONS

Transfer Stations located in Cumberland County 2010				
Facility	**Permit**	**Municipality**	**Address**	Owner/Operator
Diller Transfer Station	101092	Enola	6820 Wertzville Road Enola PA 17025	**Boyd Diller Inc.**
Waste Management of PA, Inc. Transfer Station	101620	Camp Hill	4300 Industrial Park Road Camp Hill, PA 17938	**Waste Management**

REPORTED DISPOSAL ACTIVITY

Most of the municipal waste collected in Cumberland County is disposed or processed in facilities with capacity agreements. Generally, when counties allow for a wide variety of disposal options, as is the case with Cumberland, competitive market conditions dictate the ultimate destination of the waste. Whether through lower tipping fees, convenience, or internalization of disposal by corporations with both disposal and hauling capabilities, some facilities seem to dominate the local market while others receive little or no Cumberland County municipal waste. It is suspected that a negligible amount goes unreported by out-of-state landfills, with or without capacity contracts. Additionally, random loads appear to have been misdirected to non-designated sites, or simply misreported. Table 2-4 illustrates the types and amounts of waste from Cumberland County reported by Pennsylvania landfills in the year 2010. A brief narrative of Cumberland County's designated disposal facilities and their actual role in the disposal of the County's municipal waste follows.

AMERICAN REF-FUEL

Located in Chester County, American Ref Fuel is a waste to energy facility operated by Covanta Energy. Although the facility did accept a small amount of residual waste from Cumberland County in 2010, it has no formal agreement to reserve disposal capacity for the County. Therefore, no municipal waste originating in Cumberland County was accepted at the site in 2010.

TABLE 2-4 FACILITIES REPORTING DISPOSED TONS OF CUMBERLAND COUNTY WASTE

Cumberland County Disposal Destinations 2010

Facility	Owner	Permit	County	Municipal	Residual	Sludge	Infectious Chemo	Construction	Asbestos	Total Tons
American Ref-Fuel	Covanta	400593	Chester	0	8	0	0	0	0	8
Blue Ridge Landfill	IESI	100934	Franklin	10,712	230	557	0	3,966	19	15,483
Cumberland County Landfill	Advanced Disposal	100945	Cumberland	45,063	41,293	3,892	0	18,589	276	109,113
Frey Farm Landfill	Lancaster County Solid Waste Management Authority	101389	Lancaster	0	136	0	0	0	0	136
Greentree Landfill	Veolia Environmental Services	101397	Elk	0	0	39	0	0	0	39
Harrisburg Materials Energy Recycling & Recovery	Harrisburg City Authority	100758	Dauphin	20,089	171	0	0	7,634	0	27,895
Lancaster County	Lancaster County Solid Waste Management Authority	400592	Lancaster	0	0.2	0	0	0	0	0.2
Lycoming County Resource Management	Lycoming County	100963	Lycoming	0	0.4	0	0	0	0	0.4
Modern Landfill	Republic Services	100113	York	39,776	3,026	46	83	1,986	0	44,916
Mostoller Landfill	Advanced Disposal	101571	Westmoreland	0	0	0	0	504	0	504
Mountain View Reclamation	Waste Management	101100	Franklin	1,122	4,340	3	0	604		
Pine Grove Landfill	Waste Management	101427	Schuylkill	21,553	0	0	0	4,341	0	39
Sandy Run Landfill	Advanced Disposal	101538	Bedford	0	333	0	0	0	0	333
Wayne Township Landfill	Clinton County Solid Waste Authority	100955	Clinton	20,089	171	0	0	7,634	0	27,895
Wheelabrator Falls	Wheelabrator Falls Inc	400633	Bucks	0	0	0	0	19,425	0	19,425
York County Resource Recovery Center	York County Solid Waste and Refuse Authority	400561	York	28,011	11	0	0	0	0	28,022
			TOTAL TONS	166,326	49,550	4,537	83	57,048	296	277,839

BLUE RIDGE LANDFILL

Blue Ridge Landfill is owned and operated by Progressive Waste Solutions The site is located in Greene Township, near Scotland in Franklin County, Pennsylvania. The site is permitted to receive an average of 1450 tons per day. 15,235 tons, equivalent to 6.68% of the municipal waste originating in Cumberland County was transported to the facility in 2010. Cumberland waste was transported primarily by IESI Hauling, but other local transporters also use the facility. Overall, Cumberland municipal waste comprises less than 3% of the total waste received at Blue Ridge. The landfill takes municipal waste from nine other Pennsylvania counties. Additionally, a large portion of its gate capacity in 2010, approximately 73%, was consumed by out-of-state waste, with New York providing the largest volume. Residual waste plays a lesser role at this facility than at other sites with reserved capacity for Cumberland County.

COMMONWEALTH ENVIRONMENTAL SYSTEMS LANDFILL

Located in Foster, Frailey and Reilly Townships in Schuylkill County, Commonwealth Environmental Systems Landfill (CES) in previous years received nearly 6% of Cumberland County's municipal waste. However, in 2010 the facility did not report any waste, municipal or residual, which originated in Cumberland County. It is known that some Construction Demolition waste from activities in Cumberland County is transported to the Harrisburg Authority's transfer station, where materials are subsequently hauled to CES. It suspected that a portion of the waste identified at the scales as originating from Dauphin County is actually from sources in Cumberland County. Cumberland competes at CES for capacity with 18 other Pennsylvania counties. Out–of-state waste also played a major role at CES in 2006 by providing roughly 53% of the overall volume accepted at the facility.

CONESTOGA LANDFILL

Owned and operated by Allied Waste Industries, Conestoga is located in New Morgan Borough, Berks County. Distance and a lack of presence by an Allied Waste commercial and/or residential hauling division most likely hampered the landfill's ability to receive waste from Cumberland County. In 2010, Conestoga did not receive any municipal or residual waste from Cumberland. The recent acquisition of Allied Waste's assets by Republic Waste is not expected to have a great impact on the amount of Cumberland County waste that flows to Conestoga in the future. The landfill is currently permitted to accept up to 10,000 tons of material daily with the majority of municipal waste originating in Philadelphia, Berks, and Montgomery counties respectively. The site accepts residual waste from 11 counties and a combination of residual and municipal waste from 5 states, with New Jersey and New York disposing of the greatest quantities.

CUMBERLAND COUNTY LANDFILL

By far, the primary recipient of all types of solid waste generated in Cumberland County is the Cumberland County Landfill. It exceeds other facilities in tonnage received from Cumberland County for both municipal and residual wastes. Advanced Disposal is the current owner/operator. In 2010, nearly 30% of the County's total combined municipal waste stream was delivered to the landfill. This amounted to 67,544 tons. Additionally the site received 85% of the sewage sludge, and 48.9% of the construction demolition portions of the County's municipal waste. Of the facility's 1500 ton permitted average daily volume, approximately 350 tons per day is delivered to the site from Cumberland County. Advanced Disposal's hauling company is responsible for the bulk of the local material disposed at the site. However, as evidenced by the proportion of construction demolition waste delivered to the site, the landfill provides an important service to those local authorized transporters whose primary business is not waste collection, but nevertheless are responsible for material that they generate on the job. Overall, Cumberland County contributes nearly 24% of the total volume of waste disposed at the landfill on an annual basis. Twenty-three counties delivered some form of municipal waste to the Cumberland County Landfill in 2010. Fifteen counties also provided residual waste for disposal. The largest contributor of out-of-state waste in 2010 was New Jersey representing approximately 28% of the overall gate capacity used.

DAUPHIN MEADOWS LANDFILL

Situated in nearby Dauphin County in the Townships of Washington and Upper Paxton, Dauphin Meadows Landfill is owned by Waste Management. Due to difficulties with zoning and local ordinances, the landfill was unable to renew its permit and is currently closed. Thus, no waste from Cumberland County was disposed there in 2010.

FREY FARM LANDFILL

The Lancaster County Solid Waste Management Authority owns and operates the Frey Farm Landfill. The facility, which is located in Lancaster County did not receive any municipal waste from Cumberland County in 2010. However, a negligible amount of Cumberland County residual waste was disposed there. Frey Farm primarily serves the needs of Lancaster County for non-processible waste. In addition , it accepts considerable quantities of incinerator ash from the Lancaster and Harrisburg Waste to Energy Facilities.

GREENRIDGE LANDFILL

Allied/Republic Waste Services also owns and operates the Greenridge Landfill located in Scottdale, Westmoreland County. The site has the approval to accept

2500 tons of waste per day. Similar to Allied/Republic's Conestoga Landfill, distance combined with the lack of a local transportation entity meant that Greenridge did not receive any waste from Cumberland County in 2010. The site services 12 counties, but primarily receives municipal and residual waste from Allegheny, Westmoreland and Somerset. The site also receives to a lesser degree, out-of-state waste from Maryland, New York, and West Virginia.

HARRISBURG MATERIALS ENERGY RECYCLING & RECOVERY FACILITY

The Harrisburg City Authority contracts with Covanta Energy to operate the Harrisburg Materials Energy Recycling & Recovery Facility. This incinerator received 27,723 tons from Cumberland in 2010, which represented 12% of the County's municipal waste. On a daily basis, the facility is permitted to accept 800 tons. The incinerator has been an attractive disposal outlet for independently owned local hauling companies. Its proximity to the populous center of Cumberland County has been historically advantageous. However, due to its debt load, a proposed increase in tipping fees could reduce the future flow of Cumberland County municipal waste to this facility. Cumberland County delivered roughly 9% of the total municipal waste received at the site in 2010, second only to the host county Dauphin. The counties of Northumberland, Perry and Schuylkill also were reported as delivering notable amounts of material there in 2010.

KEYSTONE SANITARY LANDFILL

The Keystone Sanitary Landfill in Dunmore, Old Forge and Throop Boroughs, Lackawanna County is owned and operated by Keystone Quarry Inc. In 2010, none of the 5,000 tons per day received at the facility originated in Cumberland County. Keystone reported receipt of waste from 15 counties in 2010, mostly from Lackawanna and Luzerne. However, the most significant consumption of air space capacity at Keystone in 2010, approximately 50%, resulted from the disposal of waste originating in New York, New Jersey and Connecticut. Residual waste from Pennsylvania counties is disposed at Keystone, but it was no more than 7% of the overall volume in 2010.

LAUREL HIGHLANDS LANDFILL

Waste Management's Laurel Highlands Landfill received no waste from Cumberland County in 2010. Previously, small quantities of Cumberland County waste was delivered to the landfill, which is located near Johnstown in Cambria County, from the Waste Management transfer station in Camp Hill. In 2010, 19 Pennsylvania counties competed with Cumberland for municipal and residual waste disposal capacity at Laurel Highlands A major change at the facility is the absence of out of state waste disposed there in 2010.

LYCOMING COUNTY RESOURCE MANAGEMENT LANDFILL

Not far from Williamsport in North Central Pennsylvania, Lycoming County operates the Lycoming County Resource Management Landfill. Direct hauls to this landfill are likely cost prohibitive due to its distance from Cumberland County. The site did not receive any municipal waste from Cumberland in 2010. Lycoming accepted some form of municipal waste from 12 counties in 2010. It also received residual waste from 28 counties. Overall, the ratio of residual waste disposed at the landfill in 2010 was approximately 19%.

MODERN LANDFILL

Approximately 18% of the municipal waste stream from Cumberland County is disposed in Republic Waste Services Modern Landfill in nearby York County. Located in the Townships of Franklin, Atrium and Montgomery, the landfill receives waste from its own hauling company, York Waste, as well as other independent haulers. Of the 405,903 tons received at the facility in 2010, approximately 10% was municipal waste originating in Cumberland County. Eight counties delivered municipal waste to Modern in 2010 and 20 delivered residual waste. Additionally, Modern received out-of state waste from nine sources in 2010. York, Montgomery and Philadelphia counties were the largest sources of waste disposed at Modern.

MOSTOLLER LANDFILL

The Mosteller Landfill in Somerset County is another facility owned and operated by Advanced Disposal. Brothers Valley and Somerset Townships are the host municipalities to the landfill. Less than 1%, or 504 tons of the municipal waste stream originating in Cumberland County was disposed at this site in 2010. 100% of that material was construction demolition waste, likely hauled by Advanced Disposal. Despite its location in Somerset, Mosteller received more municipal waste from other counties and out-of-state sources than from its host area in 2010. Minimal amounts of residual waste were disposed there. Seventeen counties overall used the site, however, the primary sources of waste received at Mosteller in 2010 were New Jersey and Maryland, representing nearly 53% of the overall gate capacity consumed.

MOUNTAIN VIEW RECLAMATION LANDFILL

Another of Waste Management's facilities, the Mountain View Reclamation Landfill is located in Franklin County in the Townships of Atrium and Montgomery. Cumberland County waste is both hauled direct and transferred to the facility by Waste Management. In 2010, Mountain View received 1729 tons of municipal waste from Cumberland. That was less than 1% of the County's waste. Nine other counties utilized the facility for disposal. Other than Franklin, the host county, in 2010, Dauphin County sent more waste to Mountain View than did any other county in

Pennsylvania. Waste from Cumberland represented less than 3% of the gate capacity used in 2010. Bordering states of Maryland, West Virginia and Virginia also were significant sources of waste in 2010, disposing of 148,495 tons or 58.25% of the total 254,943 tons received at the site.

MOUNTAINVIEW SANITARY LANDFILL

The only out of state landfill designated to receive Cumberland County municipal waste is the Mountainview Sanitary Landfill in Allegheny County near Frostburg, Maryland. No reports of waste disposal activity from Cumberland County sources were received from the facility in 2010.

PINE GROVE LANDFILL

The Pine Grove Landfill was temporarily idled and therefore was unable to receive waste for a period. The Waste Management facility located in Pine Grove Township, Schuylkill County, has since resumed operation. In 2010, the facility received 25,894 tons of Cumberland County municipal waste. This represents nearly 12% of the Cumberland municipal waste disposed. Some of this waste is transported directly by the local Waste Management hauling operation and much is transferred from their site located in Cumberland County.

SANDY RUN LANDFILL

Advanced Disposal also owns and operates Sandy Run Landfill in Broad Township, Bedford County. In 2010, the facility received 19,425 tons of construction demolition material from Cumberland, which represented 8.52% of the County's total municipal waste stream. It is likely that the waste was collected and transported by Advanced Disposal's hauling company. Sandy Run had a service area that encompassed 17 counties and 2 states in 2010. Bedford County surpassed all others in the amount of waste disposed at the site that year with25,853 of the172,799.2 total tons received. The state of Maryland was the largest source of waste disposed at the facility with, 55,944.8 tons

SHADE LANDFILL

Somerset County is the location of Waste Management's Shade Landfill. Situated in Shade Township, none of the site's 100 ton per day capacity was comprised of Cumberland County Waste in 2010. Nine counties sent waste to Shade in 2010. Centre County delivered 70,056 tons making it the largest source of waste disposed at the site. Although out of state waste used to play an important role in the site's operation, in 2010, just a little more than 2,000 tons of waste were delivered to Shade from sources outside of Pennsylvania.

SOUTHERN ALLEGHENIES LANDFILL

Another Waste Management facility located in Somerset County is the Southern Alleghenies Landfill in Conemaugh Township. Similar to the Shade Landfill, this facility did not receive any waste volumes from Cumberland County in 2010. Of the 14 counties and 4 states that utilized Southern Alleghenies in 2010, Cambria exceeded all others in total combined tons disposed at 58,817.5. This represents roughly 65% of the gate capacity for 2010.

WHEELABRATOR FALLS

Only 333.1 tons of residual waste and no municipal waste from Cumberland County were delivered to the Wheelabrator Falls incinerator in 2010. The facility is located in Bucks County and is owned and operated by Wheelabrator Falls, Inc, a subsidiary of Waste Management. The facility did not enter into an agreement with the County for reserved disposal capacity in the last Plan update. Therefore, it was not designated to receive Cumberland County municipal waste and none was delivered there in 2010.

YORK COUNTY RESOURCE RECOVERY

Ranking third in receipt of 2010 Cumberland County municipal waste, the York County Resource Recovery Facility is owned and operated by the York County Solid Waste and Refuse Authority. Approximately 11% or 28,022 tons of Cumberland's municipal and residual waste was delivered to York in 2010. Overall, Cumberland County contributed roughly 6.75% of the total combined tons of waste received in 2010 at this operation located in Manchester Township. Built primarily to service the needs of its host county, this facility received 325,596.3 tons of waste from York in 2006 representing approximately 72% of its total gate receipts. The facility received municipal waste from 8 counties total and 3 states. Residual waste played a smaller role overall with the majority of tons originating in York County.

OTHER METHODS OF DISPOSAL

Not all of the waste generated in Cumberland County can be accounted for in facility reports. In the eastern part of the County, municipal contracts for curbside collection are more prevalent. However, in the western portion of Cumberland obtaining collection service is typically on a voluntary basis. Evidence suggests that less than all homeowners in this area contract directly to have their waste removed. Therefore, it is suspected that more waste is generated than is properly disposed.

Waste management options for residents of rural communities are often more utilitarian than those available in an urban setting. Backyard food and yard waste composting are more readily practiced since space constraints, proximity of

neighbors and odor concerns are not an issue. Many opt to store and self-haul household waste to a local landfill. Different buying habits combined with self-reliant lifestyles create an environment where packaging is minimal and items are often accumulated and reused many times rather than recycled. While these methods are all admirable, some questionable disposal concerns are often inflicted upon rural areas by local homeowners, as well as by non-residents.

OPEN BURNING

Homeowners often raise concerns with the presence of a municipal waste disposal facility in close proximity to their community, yet open burning is generally considered acceptable by these same residents. Most individuals are unaware of the environmental and health issues related to open burning. Over the past 50 years, more plastics and other synthetic material have entered the waste stream. When burned these materials emit pollutants. According to *The Evaluation of Emissions from the Open Burning of Household Waste in Barrels: Volume 1. Technical Report, November 1997* published by the USEPA, the levels of emissions of toxic chemicals from a single household burn barrel are potentially equal to those from a well-controlled municipal incinerator burning thousands of tons.

The open burning of municipal waste is not condoned in Cumberland County, but the practice does exist. In rural areas, where individuals live within greater distances of their closest neighbor, it is more tolerated than in suburban/urban municipalities. However, it is not uncommon to see burning barrels and pits in the backyards of homeowners who have access to waste collection services. The reasons for open burning vary. The study, *Open Burning in Rural Northeastern Wisconsin: An Analysis of Potential Air Pollution* examined the motivations and behaviors associated with the burning of waste. The study found the major motivations for burning waste to be convenience, habit, avoided cost of trash collection, timesaving by not having to self-haul trash, and the long distance to disposal outlet. Adoption and enforcement of burning ordinances combined with ordinances requiring mandatory waste collection can minimize the practice.

ROADSIDE LITTERING

Littering is a universal problem throughout the Commonwealth. Both rural and urban areas suffer the consequences. Cumberland County is no exception. Visible is the impact from those individuals who feel free to discard unwanted items during their daily travels. Litterers can be both motorists and pedestrians. Most are unaware of the cumulative toll of their actions and some simply lack civic pride. Urban littering can result from limited availability of waste and recycling receptacles in public places. Ultimately, the bottles, cans, paper and cigarettes strewn along the roadways and streets downgrades property values and can inhibit economic development. Education, enforcement and convenient disposal containers could help alleviate the issue.

ILLEGAL DUMP SITES

A practice that is common to all counties in Pennsylvania is illegal disposal. Although more prevalent in rural areas, illicit dump sites can be spotted in cities and suburban neighborhoods. Cost of disposal is often a determining factor when an individual opts to use an illicit dumpsite. It is common for building contractors to haul material away from the job site of an unsuspecting homeowner and dispose of it over a hillside, rather than pay the landfill tipping fees. The lack of reasonable and convenient disposal outlets plays a major role. In areas where curbside collection of waste and recyclables is not mandatory, and particularly where it is unavailable, the incidents of illegal disposal activity increase. When landfills are located remotely from the point of waste generation, the distance often prompts transporters of material to find closer and cheaper means of disposal. Low risk of prosecution facilitates illegal dumping. In areas where enforcement is weak or non-existent, the fear factor has little or no impact on those seeking to deposit their unwanted materials on the property of others. Lack of awareness plays an important role. The simple existence of a dump broadcasts to others that it is an acceptable practice.

In 2005, PA CleanWays conducted a survey to determine the number and location of illegal dumpsites in Cumberland County. The project identified 37 locations where illegal dumping had or continued to occur. Safety was a factor for surveyors and therefore, they did not venture far from the roadways to seek potential sites. Additionally they avoided trespassing on private

lands. Therefore, the dumps that were identified, are likely just a sampling. It is suspected that many more sites exist.

A predominant trend in the survey was that more than half of the dumpsites were located in municipalities that have no curbside collection programs. A significant portion of the sites was active indicating that dumping was persistent in those locations. Dumps in these areas contained a high percentage of recyclables, as well as bulk items such as furniture and tires and white goods or appliances.

SPECIAL HANDLING MUNICIPAL WASTE

There are certain portions of the municipal waste that must be managed through specialized methods of processing and disposal. These include land application of biosolids, and incineration of infectious chemotherapeutic waste.

MANAGEMENT OF BIOSOLIDS AND RESIDENTIAL SEPTAGE

Wastewater from our homes and businesses is transported through pipelines to treatment facilities. Here the wastewater goes through a number of physical, chemical, and biological processes that clean it and remove the solids. The results are biosolids. Biosolids are not raw sewage, but are the nutrient-rich organic materials derived from wastewater solids that have been stabilized to meet specific processing and quality control standards. Biosolids often are disposed in landfills. Some biosolids are land-applied as a fertilizer to help rejuvenate farmland, forests and minelands.

In areas that are more rural, wastewater is held in a septic tank and periodically emptied by a septage transporter. There are essentially two acceptable methods of managing residential septage. The first option is to transport the septage to a municipal or private wastewater treatment facility or a septage treatment facility where it can be properly treated prior to final disposal. Because facilities within a reasonable driving distance may not be permitted to accept septage, this is not always a viable option. An alternative then is to beneficially use the septage by land application at an agricultural or reclamation site.

According to a statewide study conducted by the PADEP in 1993, 75% of the biosolids generated in the Commonwealth are land applied. At that point in time, however, less than 50% of sludge haulers and 70% of septage haulers had a permit for land application. Therefore, where the land application occurred and whether or not it was done in an environmentally responsible manner was unknown. The amount of registered transporters, the reported disposal tonnages compared to projected biosolids generation and the availability of registered land application sites, provide evidence that those conditions have improved today in Cumberland.

Table 2-5 lists the land application sites located in Cumberland County. These sites are recognized and inspected by the PADEP. The table identifies the permit holder as well as the entity that applies the material to the land. Both the name of the farm and also the municipality in which it is located are shown.

. SEPTAGE TRANSPORTERS

Transporters of residential septage in Pennsylvania must register with the PADEP. The transporter keeps detailed records information for each load of septage that is collected and transported. Required information includes, at a minimum, the county and state where the waste was collected; the name and address of the hauler transporting the septage; the name and location of the transfer, processing, or disposal facility where the septage has been or will be delivered; the weight or volume of the septage; and a description of any handling problems or emergency disposal activities. Although a report is not filed, the information must be made available upon request to PADEP inspectors. Septage cleanouts are done on a periodic as needed basis in accordance with local ordinances. Therefore Cumberland County municipalities requires homeowners to contact the transporter of choice. It is common for transporters to cross county lines to provide such services. The PADEP can only identify haulers based on their origin, not on their service area. Therefore, septage transporters are required to register their intent to operate within the County. Table 2-6 lists those registered septage haulers known to offer services within Cumberland County.

TABLE 2-5 CUMBERLAND COUNTY BIOSOLIDS LAND APPLICATION LOCATIONS 2010

Biosolids Applier	Permitee	Permit_number	Destination Farm	Municipality
Carlisle Borough	same	PAG-08-3570	Josephine Bream Farm	Penn Township
Carlisle Borough	same	PAG-08-3570	David Jumper Farm	Upper Frankford
Carlisle Borough	same	PAG-08-3570	John McKeehan Alexander Spring Farm	Dickinson Township
Carlisle Borough	same	PAG-08-3570	Harold Swarner Farm	South Middleton Township
Carlisle Borough	same	PAG-08-3570	Lewis Fink Farm	Dickinson Township
Carlisle Borough	same	PAG-08-3570	Nelson Shughart Farm	Upper Frankford Township
Carlisle Borough	same	PAG-08-3570	Chester Weaver Farm	West Pennsboro Township
Carlisle Borough	same	PAG-08-3570	Walter Fickes Farm	West Pennsboro Township
Carlisle Borough	same	PAG-08-3570	Ronald Hoover Farm 1	Lower Frankford Township
Carlisle Borough	same	PAG-08-3570	John McKeehan 81 Farm	Dickinson Township
Carlisle Borough	same	PAG-08-3570	William Brownewell Farm	Upper Frankford Township
Carlisle Borough	same	PAG-08-3570	Paul Dick Farm 2	Lower Frankford Township
Carlisle Borough	same	PAG-08-3570	Lewis Fink - Stonehouse Rd. Farm	Dickinson Township
Carlisle Borough	same	PAG-08-3570	John McKeehan - Mooredale Rd. Farm	Dickinson Township
Carlisle Borough	same	PAG-08-3570	Ronald Hoover Farm 2	Upper Frankford
Carlisle Borough	same	PAG-08-3570	Joseph Correal Farm	North Middleton Township
Carlisle Borough	same	PAG-08-3570	Paul Dick Farm 1	North Middleton Township
Carlisle Borough	same	PAG-08-3570	John McKeehan - Lay Farm	Dickinson Township
Carlisle Borough	same	PAG-08-3570	Kalbach Farm	North Middleton Township
Carlisle Borough	same	PAG-08-3570	James Deitch Farm	Dickinson Township

Biosolids Applier	Permitee	Permit_number	Destination Farm	Municipality
Carlisle Borough	same	PAG-08-3570	Robert Brownewell Farm	Lower Frankford Township
Carlisle Borough	same	PAG-08-3570	Ronald Egolf Farm	North Middleton
Carlisle Borough	same	PAG-08-3570	Dennis Ruth Farm	Upper Frankford
Carlisle Borough	same	PAG-08-3570	E. Jade Janesko Farm	Upper Frankford Township
D.E.W. and Sons Septic Service	same	PAG-09-3513	Gutshall-R-Valley Farm	Lower Mifflin Township
D.E.W. and Sons Septic Service	same	PAG-09-3513	Robert Brownewell Home Farm	Lower Frankford Township
Groff's Septic Service	same	PAG-09-3511	Donald Groff Farm	Upper Mifflin Township
Hampden Township	same	PAG-08-3568	Gerald Regi Farm	North Middleton Township
Hampden Township	same	PAG-08-3568, 3569	George Lee Souder Farm	West Pennsboro Township
Hampden Township	same	PAG-08-3568, 3569	Boyd Weary Farm	West Pennsboro Township
Hampden Township	same	PAG-08-3568, 3569	Paul Basehore Farm	Silver Spring Township
Hampden Township	same	PAG-08-3568, 3569	Willis Halteman Farm	West Pennsboro Township
Hampden Township	same	PAG-08-3568, 3569	Gary Shughart Farm	Monroe Township
Hampden Township	same	PAG-08-3568, 3569	Eugene Deimler Farm	Hampden Township
Hampden Township	same	PAG-08-3568, 3569	Joseph Dyarman Farm	West Pennsboro Township
Lower Allen Township Authority	same	PAG-08-3510	Meadows of Ashcombe Farm	Monroe Township
Lower Allen Township Authority	same	PAG-08-3510	Berkheimer Farm	Monroe Township
Mechanicsburg Borough	same	PAG-08-3528	Raymond Diehl Farm 2	Monroe Township
Mechanicsburg Borough	same	PAG-08-3528	Raymond Diehl Farm 3	Monroe Township
Mount Holly Springs Borough Authority	same	PAG-08-3577	Patrick Belt Farm	South Middleton Township
Mount Holly Springs Borough Authority	same	PAG-08-3577	Glenn Thrush Farm	Dickinson Township

Biosolids Applier	Permitee	Permit_number	Destination Farm	Municipality
Newburg - Hopewell Joint Authority	same	PAG-08-3598	Wayne Hensel Farm	Hopewell Township
Newville Borough Water and Sewer Authority	same	PABIS-3502	Denny McCullough Farm	West Pennsboro Township
North Middleton Authority	same	PAG-08-3555	Wickard Farm	North Middleton Township
North Middleton Authority	same	PAG-08-3555	Keith Sealover Farm	Middlesex Township
North Middleton Authority	same	PAG-08-3555	Stone Ridge Valley Farm - Fanelli	Middlesex Township
North Middleton Authority	same	PAG-08-3555	John Gleim Farm	Middlesex Township
North Middleton Authority	same	PAG-08-3555	Tracy Gleim Farm	Middlesex Township
Peck's Septic Service	same	PAG-08-3532	Donald Bream Farm 2	South Middleton Township
Peck's Septic Service	same	PAG-08-3532	Donald Bream Farm 1	South Middleton Township
Peck's Septic Service	same	PAG-08-3532	Ken Peck Farm	South Middleton Township
Peck's Septic Service	same	PAG-08-3532	Larry Ulsh Farm	South Middleton Township
Shippensburg Borough Authority	same	PAG-08-3507	Mark Brandt, Mud Level Road Farm	Southampton Township
Shippensburg Borough Authority	same	PAG-08-3507	Mark Brandt, Britton Road Farm	Southampton Township
Shippensburg Borough Authority	same	PAG-08-3507	Mark Brandt, Middle Spring Road Farm	Southampton Township
Superior Septic Services, Inc.	same	PAG-09-3548	Creekview Equestrian Center, Farm	Hopewell Township
SynaGro Mid Atlantic	various	various	Paul Kann Farm	Middlesex Township
Upper Allen Township	same	PAG-08-3592	Galen Byers Farm	South Middleton Township
Williams Grove Amusement Park	same	PAG-09-3520	Williams Grove Amusement Park and Speedway	Monroe Township

TABLE 2-6 SEPTAGE / BIOSOLIDS TRANSPORTERS OPERATING WITHIN CUMBERLAND COUNTY		
Company Name	**Address Line 1**	**City, State, Zip**
Advanced Septic Services	65 Richard lane	Landisburg, PA 17040
Associated Products Services, Inc.	2 East Road	Mechanicsburg, PA 17050
B.A. Sweger	PO Box 242	Aspers, PA 17304
Baker's Septic Tank Cleaning	151 Harley Drive	Newport, PA 17074
Bauman's Septic Service	57 Pleasant View Road	Grantville, PA 17028
Carlisle Region WPCF	54 North Middlesex Road	Carlisle, PA 17013
Chamberlin & Wingert Sanitary Services, LLC	535 Lurgan Avenue	Shippensburg, PA 17257
D&D Septic Services	35 West North Street	Carlisle, PA 17013
Dillsburg Excavating & Septic, Inc.	516 Range End Road	Dillsburg, PA 17019
Edie Waste Inc.	PO Box 286	Columbia, PA 17512
Gerald Taylor Co., Inc.	12 West Potomac Pkwy	Williamsport, MD 21795
Groff's Septic Service	99 Ickes Lane	Newville, PA 17241
Jacey Inc dba Roto Rooter	230 South 10th Street	Lemoyne, PA 17043
Kelly Systems, Inc.	1441 Stoneridge Drive	Middletown, PA 17057
Kline's Services, Inc.	5 Holland Street	Salunga, PA 17538
Little Enterprises Waste Hauling, Inc.	5 B Kutz Road	Carlisle, PA 17015
Mechanicsburg Borough Sewer Department	842 West Church Road	Mechanicsburg, PA 17055
Oaktree Environmental Services, Inc.	PO Box 116	Carlisle, PA 17013
OYE Hauling	203 W. Main Street	Walnut Bottom, PA 17266
Peck's Refuse Disposal, LLC	PO Box 172	McConnellsburg, PA 17233
Peck's Septic Service	68 Pine School Road	Gardners, PA 17324
Premiere Property Service	1695 Bedford Road	Shippensburg, PA 17257
Rosenberry's Septic Tank Service	8885 Pineville Road	Shippensburg, PA 17257
Stericycle, Inc.	1525 Chestnut Hill Road	Morgantown, PA 19543
Superior Septic Services, Inc.	8885 Pineville Road	Shippensburg, PA 17257
Walters Services, Inc.	PO Box 400	Grantville, PA 17028
Young's Sanitary Septic Service, Inc.	Po Box 704	Dillsburg, PA 17019

INFECTIOUS CHEMOTHERAPEUTIC WASTE MANAGEMENT

Transporters of infectious chemotherapeutic waste also fall within the ranks of those requiring a license in Pennsylvania. A stipulation of the license is that each transporter must report the origin and ultimate destination of the waste. Table 2-7 shows the infectious chemotherapeutic waste transporters that are likely to operate within Cumberland County.

TABLE 2-7 INFECTIOUS CHEMOTHERAPEUTIC WASTE TRANSPORTERS

Advant-Edge Solutions Inc
927 Red Toad Rd
North East, Md 21901

Agape Pet Services Llc
19712 Shepherdstown Pike
Boonsboro, Md 21713

Alpha Bio/Med Services Llc
Po Box 304
Leola, Pa 17540-0304

Asepsis Inc
424 W Lincoln Hwy
Suite #204
Penndel, Pa 19047

Bestrans Inc
931 Red Toad Rd
North East, Md 21901

Bio-Haz Solutions Inc
Po Box 420
Lehighton, Pa 18235

Bio-Team Mobile Llc
6 E Kendig Rd
W Willow, Pa 17584

Citiwaste Llc
Po Box 360102
Brooklyn, Ny 11236

Clean Harbors Environmental Services
42 Longwater Dr
Norwell, Ma 02061

Coast Medical Supply Inc
200 Tornillo Way, Suite 110
Tinton Falls, Nj 07712

Conservative Env Svc Inc
Po Box 745
Mechanicsburg, Pa 17055

Curtis Bay Energy Inc
3200 Hawkins Point Rd
Baltimore, Md 21226

Daniels New Jersey Llc
2133-126 Upton Dr #436
Virginia Beach, Va 23454

Env Products & Svc Of Vt Inc
352 State Fair Blvd
Syracuse, Ny 13204

Env Waste Minimization Inc
14 Brick Kiln Ct
Northampton, Pa 18067

Environmental Transport Group Inc
Po Box 296
Flanders, Nj 07836

Hamilton Pet Meadow, Inc.
1500 Klockner Rd
Hamilton, Nj 08619

Healthcare Waste Solutions Inc
1281 Viele Ave
Bronx, Ny 10474

Marcor Remediation Inc
246 Cockeysville Rd Ste 1
Hunt Valley, Md 21030

Med Waste Recovery Inc
9 Broadway
Suite 30
Denville, Nj 07834

Med-Flex Inc
Po Box 357
Hainesport, Nj 08036

Orchard Hill Memorial Park Inc
187 Rt 94
Lafayette, Nj 07848

Pet Memorial Services Corp
126 Turner Lane
W Est Chester, Pa 19380

Premier Med Waste Transp Ltd
642 Willow St
Pottstown, Pa 19464

S H Bio-Waste Ltd
Po Box 2117
Norristown, Pa 19404

Secured Med Waste Llc
3113 Lauren Hill Dr
Finksburg, Md 21048

S-J Transportation Co Inc
Po Box 169
Woodstown, Nj 08098

Stericycle Inc
1525 Chestnut Hill Rd
Morgantown, Pa 19543

The Cardinal Group Inc
828 N Hanover St
Pottstown, Pa 19464-4253

Veolia Es Technical Solutions, L.L.C.
1 Eden Ln
Flanders, Nj 07836

DISPOSAL SYSTEM ASSESSMENT AND RECOMMENDATIONS

Overall the majority of Cumberland County's citizens and businesses act to manage municipal waste in an environmentally responsible fashion. Disposal capacity has been available for all forms of municipal waste generated, although competition exists for outlets in close proximity. Many residents have access to waste collection opportunities. Still, there is room for improvement.

Since the development and implementation of the original Municipal waste Management Plan in 1990, the Cumberland County Recycling & Waste Authority, on behalf of the County, has promoted pollution prevention as well as the protection of the health and safety of the community. By monitoring waste collection and disposal activities, the Authority has been able to identify the lingering needs of underserved areas of the County and the growing demands for new services overall. However, lack of financial and political support have often constrained the Authority's ability to resolve these issues

To enhance the waste management program, it is recommended that the County consider opportunities to provide convenient and affordable disposal outlets for not only regular household waste, but bulky items and white goods as well. Collection mechanisms for household hazardous waste and electronic waste should also be developed. The County should also explore methods of enforcement.

To accomplish these tasks, it is suggested that the municipalities should be engaged and organized in a joint partnership with the County. Additionally, the County should increase support and promotion of the volunteer organizations active in litter prevention and cleaning up illegal dumps. Many of these recommendations, along with potential methods of implementation, are discussed in Chapter 5.

Chapter 3

Disposal Capacity Needs

Insurance for the Future

In planning for municipal waste management, probably the most significant responsibility outlined for counties by Act 101 is the need to secure sufficient capacity for disposal. While there are no limitations on the types of disposal, processing and/or handling methods, the selected options are generally expected to meet applicable environmental permitting criteria. Collectively, the facilities or methods must also provide the County with disposal and processing outlets for a ten year period. As the conclusion of each ten year period approaches, counties must reexamine their needs and revisit the process of ensuring that municipal waste disposal capacity is available. This process includes not only the selection of the methodology for various materials, but also, the manner in which the capacity for those materials is legally secured. This chapter discusses the projected volume of material anticipated for disposal; influencing factors and trends; current and future waste management options; and the legal implications.

ANNUAL CAPACITY REQUIREMENTS

For the County to explore its capacity options it is important to identify the volume of material, which is likely to be delivered for disposal after recovery for recycling has occurred. This section presents the estimated future ten year disposal capacity required for Cumberland County. It is based on current reported disposal quantities, possible future changes in the rate of municipal waste generated per capita and projected changes in population.

Based on PADEP annual disposal facility reports for 2010, Pennsylvania Landfills received 166,326 tons of MSW, 57,048 tons of C&D, and 4,537 tons of sewage sludge for a total of 227,911 tons of waste originating in Cumberland County.

Since 1960, the Franklin Associates of Wichita Kansas, on behalf of the USEPA has tracked waste generation, composition, disposal and recovery trends in the United States. Each year the results of those efforts are published in a report. Since approximately 2005, the Franklin Study has shown that the waste generation rate

per capita has slowly begun to decrease. In recent years, the per capita rate has remained at 0.85 tons per person per year, with little or no variation. A conservative approach was taken for capacity projection purposes. Thus, it was assumed that per capita generation rates in Cumberland County would remain unchanged throughout the planning period.

TABLE 3- 1 POPULATION PROJECTIONS: 2000-2030

State and County Projected Populations 2000-2030							
	April 1, 2000 Census	July 1, 2010 Projection	July 1, 2020 Projection	July 1, 2030 Projection	% Change 2000-2010	% Change 2000-2020	% Change 2000-2030
Pennsylvania	12,281,054	12,540,718	12,871,823	13,190,400	2.1	4.8	7.4
Cumberland	213,674	234,902	258,880	282,921	9.9	21.2	32.4

The Pennsylvania State Data Center at the Pennsylvania State University regularly provides population projections for the Commonwealth of Pennsylvania. Their estimates are based on information from the US Census Bureau and data gathered from county and regional planning sources. Based on projections published in the PA Bulletin on August 3, 2008, over the period 2010 through 2020, the population of Cumberland County is projected to increase by 10.2%. Table 3-1 shows Cumberland County population totals from the 2000 Census and projections for 2010 to 2030.

Table 3-2 presents projected disposal capacity requirements for the years 2010 through 2020. The figures are based on a constant per capita generation rate with adjustments due to projected population changes. For Cumberland County the quantities for 2010 were based on 2006 data escalated at 1 percent per year, the projected population increase for that period.

In examining the volume of airspace permitted at the landfills designated within the current Cumberland County Municipal Waste Management Plan, one might conclude that available capacity is more than sufficient to meet the existing and future needs. At face value, a comparison of the projected municipal waste generation would suggest that the available capacity is greater than the generated volume. This conclusion is easy to reach when one thinks merely in terms of annual or multiyear capacity needs. However, the immediacy of need for most waste transporters and generators is experienced on a daily basis. In addition, disposal facilities have daily gate volume restraints built into their permits. Therefore, other factors with influence on the daily availability of disposal capacity should be considered in a more comprehensive evaluation of secured capacity needs.

TABLE 3-2. PROJECTED LANDFILL CAPACITY REQUIREMENTS 2010 THROUGH 2030 IN TONS

Year	Population	MSW	C&D	Sludge	Total
2010	234,902	183,681	58,437	3,236	245,354
2011	237,200	185,477	59,009	3,268	247,754
2012	239,498	187,274	59,581	3,299	250,154
2013	241,796	189,071	60,152	3,331	252,555
2014	244,094	190,868	60,724	3,363	254,955
2015	246,392	192,665	61,296	3,394	257,355
2016	248,890	194,618	61,917	3,429	259,964
2017	251,387	196,571	62,538	3,463	262,573
2018	253,885	198,524	63,160	3,498	265,181
2019	256,382	200,477	63,781	3,532	267,790
2020	258,880	202,430	64,402	3,566	270,399
2021	261,359	204,368	65,019	3,600	272,988
2022	263,838	206,307	65,636	3,635	275,577
2023	266,317	208,245	66,252	3,669	278,167
2024	268,796	210,184	66,869	3,703	280,756
2025	271,275	212,122	67,486	3,737	283,345
2026	273,604	213,944	68,065	3,769	285,778
2027	275,933	215,765	68,645	3,801	288,211
2028	278,263	217,586	69,224	3,833	290,644
2029	280,592	219,407	69,804	3,865	293,077
2030	282,921	221,229	70,383	3,898	295,509

Site conditions, waste densities, cover materials and general operating practices all play a role in maximizing the available airspace at each facility. Likewise, based on inconsistencies in the manner in which each facility performs its calculations, the reports on available airspace can be misleading. The projections of future available airspace are normally based on the assumption that the current daily and annual tonnage accepted for disposal will remain constant. Reported disposal activity discussed in Chapter 2 demonstrates that a multitude of other Pennsylvania waste generators, both municipal and industrial, compete for the same airspace and

waste-to-energy capacity along with Cumberland County. Out-of-state waste is delivered in significant quantities to many of the closest facilities A sudden shift in waste flow from any of these sources could affect daily volumes. Unforeseeable changes in operational status, regulatory constraints, catastrophic events, windfall contracts, or economic conditions could alter those estimates. It is therefore prudent to consider that the airspace required by the County may not be available from all of its current sites on any given day.

WASTE MANAGEMENT METHODOLOGIES

During the last three decades, those responsible for waste management policies have embraced the social, economic and environmental aspects of sustainability. In relation to waste management, the goal of sustainability has created a greater focus on integrated waste management systems in which a broad spectrum of applications and services are utilized to create a comprehensive system of waste management and resource recovery. In seeking future disposal capacity for Cumberland County, alternatives not previously available should be considered. Although land disposal remains prevalent and likely the most affordable in the near term, other options exist that could factor into the development of an integrated system that is more sustainable for the long term.

Following is a discussion of various waste management technologies that could be presented for consideration in proposals for secured disposal capacity. Additionally, there are methods that could be developed into business opportunities. Cost, convenience, public acceptance, and environmental concerns ultimately dictate the components of an integrated system. Future demands for disposal capacity, pending regulatory changes and shifts in funding strategies create a need for the County to explore all options.

LANDFILLS

The disposal of waste in and on the land is a practice with a long history. Waste has traditionally been deposited in ravines, gullies, and a host of other low lying areas. Backfilling with waste was permitted as a form of strip mine reclamation in the not so distant past. Many of these practices were short sighted and neglected to consider the long term impact of waste degradation on soils, ground water and air quality. Thus, in many circles, landfills are suspect as a less than desirable disposal option and are frequently deemed to be at the bottom end of the waste management hierarchy.

Advances in technology offer greater assurances that landfills can operate in an environmentally responsible fashion. Although open dumps were once considered

acceptable, today's standards call for covering the waste. Cover materials must meet different standards for daily and intermediate use and eventually permanent closure. Professionally engineered state of the art landfills are designed with surface and groundwater quality protection and monitoring; leachate treatment systems; air quality protection and monitoring; as well as other operational practices that lessen the environmental impact of the operation.

Greenhouse gas emissions from methane are a serious issue for landfills. Methane is a highly potent agent of global climate change, having about 23 times the negative impact on a pound-by-pound basis as CO2. The development of landfill gas to energy systems offers a benefit from land disposal not previously considered. Landfill gas combustion produces some CO2, but the impact of these emissions on global climate change is offset many times over by the methane emission reductions.

The advent of bioreactor technology, which allows landfills to accelerate the degradation and stabilization of organic waste through the addition of liquid and air to enhance microbial processes can extend the life of a facility by as much as 20 years. If the practice of such efficiencies becomes more common, it could reduce the land consumption typical in most landfilling situations.

Landfills accept all types of municipal waste generated by residential, commercial, institutional and industrial sources. For the most part, there are no technical requirements to segregate the materials delivered for disposal, unless the site is designed and permitted specifically for construction and demolition material. Exceptions could also include areas in which source separation for recycling is mandated. However, those restrictions are regulatory rather than by design in nature.

As evidenced in Chapter 2, landfills that could potentially receive municipal waste from Cumberland County are abundant. Many are situated in or within close proximity to the County. The high level of competition that exists between facilities, coupled with the existing infrastructure of intercompany transporters, landfill disposal rates remain highly cost effective. Gate rates at most facilities are posted at or approaching $75 or more per ton. However, actual tipping fees charged to commercial haulers average between $35 and $45 per ton. Based on these factors, landfills will more than likely continue to play a prominent role in the management of waste from Cumberland County into the foreseeable future.

COMBUSTION

Waste management through combustion has a twofold purpose. One is to reduce the volume of material by converting it to ash. The second is produce energy. Waste-to-Energy (WTE) facilities utilize one of two process methods. These include mass burn or Refuse Derived Fuel (RDF) operations.

In mass burn facilities, municipal waste is simply burned with little pre-processing other than the removal of large items such as appliances and hazardous waste materials and batteries. This process mirrors the technology used to burn fossil fuels like coal. The heat that is produced in the process is converted into steam. The generated steam either passes through a turbine to produce electricity, or alternatively is sold as a heat source to nearby buildings.

In RDF facilities, municipal waste is processed prior to burning. Essentially the combustible materials like paper, plastic, food and yard waste are mechanically separated from the noncombustibles, such as metals and glass. The combustibles are pelletized to produce a Refused Derived Fuel source with a higher energy content than untreated municipal waste.. Similar to the mass burn units, RDF then produces steam and/or electricity. The uniformity of RDF pellets or briquettes provides a management benefit. Material handling, transportation, and combustion is easier and more cost effective. Another benefit of RDF rather than raw MSW is that fewer noncombustibles such as heavy metals are burned.

Waste-to-Energy facilities are capable of receiving all types of municipal waste. Problematic materials, such as household hazardous wastes and electronics are discouraged and often banned from such facilities due to the concentration of pollutants in the ash and air emissions resulting from incineration. Scrubbing units, while costly, can eliminate or drastically reduce the issue of air pollutants. Combustion emits large amounts of carbon into the atmosphere. However, considering that incineration produces energy that replaces fossil fuel consumption, it should result in a net reduction of atmospheric carbon.

Locally, two Waste-to-Energy facilities receive Cumberland County municipal waste. Both mass burn operations are in close proximity to the County's most populated

areas. Gate rates at both facilities currently range between $50 and $65 per ton, although it is suspected that volume discounts are available to large commercial haulers. One of the facilities is facing financial difficulties that could affect its ability to offer rates comparable to market conditions. Convenience, location and relatively competitive rates will factor into combustion remaining a part of Cumberland County's future disposal arrangements.

DEVELOPMENT OF ALTERNATIVE TECHNOLOGY

When the original disposal capacity agreements were secured, landfills and incineration were considered the most economically feasible method for managing Cumberland County's waste. Based solely on tipping fees, it is possible that the same argument could be made on 2009. However, during a request for disposal capacity county's often receive proposals for options other than landfilling and combustion. Jurisdictions across the nation are exploring emerging processes as legitimate waste management options. Without exploring the current and future availability of those possibilities, the County could overlook the potential for an alternative source of capacity with potential reductions in operational costs or environmental risks. Added benefits could include energy production and revenue generation. Following is an outline of the types of waste processes that are often presented for consideration.

COMPOSTING

When solid waste professionals mention composting, they are likely referring to a controlled process of biological degradation and transformation of organic solid waste designed to promote aerobic decomposition. A very important term in the definition of composting is "controlled." It is the application of control that distinguishes composting from the natural breakdown or decomposition, which takes place in any open environment, in engineered landfills, in illicit dumps, or in manure piles. Natural decay of organic solid waste under these uncontrolled conditions is not typically considered composting.

Applications exist for both enclosed as well as open composting systems. People tend most to identify composting with the windrows of open systems. The windrows can be turned to expose the material to air or they may be static piles that utilize forced aeration. In-vessel systems are an enclosed and highly controlled environment and thus can often provide the best composting process. Another form of composting, called vermicomposting uses worms to digest organic materials.

Composting systems receive and process the organic portion of municipal waste. In the broadest sense, nearly 60% of all municipal waste could be compatible

feedstock for solid waste composting. Food waste, yard trimmings, garden residues, woody material, paper, and other organics are all good candidates for composting. However, in spite of its potential, the degree of waste that can be composted is limited by the inability of an operation to handle material delivered in lesser degrees of source separation.

Large scale commercial municipal waste composting operations that can handle unsegregated municipal waste are more prevalent globally than they are throughout the United States and Pennsylvania. Many of these facilities accept the full complement of separated materials found in municipal waste, including recyclables. Others separate the dry material from the wet waste. In both instances, mechanical separation equipment removes non-compostable items.

Facilities that accept only source-separated organics are more common in Cumberland County and Pennsylvania. Leaf and yard waste management sites prevail. The Cumberland County Recycling & Waste Authority, while it currently does not operate a composting site, facilitates the sustainability of municipal operations through its equipment sharing program. There is growing momentum in Pennsylvania to encourage the acceptance of source separated pre-consumer food waste at existing operations. An expedited permitting process with fewer restrictions, particularly for on-farm composting could advance the acceptance of this practice.

Composting operations are not without problems. With decomposition comes naturally occurring odors, which in turn can lead to public complaints and potential regulatory compliance issues. Good management and comprehensive understanding of composting technologies are essential in controlling the incidence of off-site odor migration. With in-vessel systems, the exhaust air can be more easily cleaned, thus eliminating odors.

Some obvious environmental benefits can be derived from composting when compared to other waste management alternatives. The ability to conserve landfill capacity is the most obvious positive factor. An additional benefit of diverting

organic materials is the reduction in landfill gas and leachate. That the facility can produce a marketable end product is an advantage in many operations. Greenhouse gas emissions from composting are approximately the same as incineration. In addition, it is argued that based on avoidance of methane emissions, composting generates lesser amounts of global warming gases than a landfill. A counter opinion holds that carbon sequestering from the woody waste that does not degrade likely offsets this benefit. Composting is a net consumer of energy. In other words, composting does not produce a useable form of energy to offset the energy required by the process.

Depending on the extent of processing involved in each operation, composting can potentially be less expensive than other more complicated disposal methods. Facilities that operate windrow systems and that accept only source separated organics, particularly those that only process yard waste, will have significantly lower costs than more sophisticated operations. In vessel composting units with the potential to produce a higher quality product, are a costly investment. Likewise, development costs are high for those that require mechanical separation equipment to process unsegregated loads. The capital outlay alone would be an entry barrier for most start-up operations.

Tipping fees in Pennsylvania at open composting systems range from free at many on-farm sites to between $18 and $50 per ton at municipal and commercial facilities. Future disposal restrictions on certain organic materials along with a new outlook on permitting requirements could present business opportunities for the Authority to create facilities. In addition, it could incentivize private sector investment in areas currently underserved or for materials not presently managed. These factors along with a public interest in processes perceived as environmentally friendly will likely maintain a role for composting in Cumberland County's municipal waste management system.

CONVERSION TECHNOLOGIES

The development of integrated waste management systems often breeds hybrid solutions to previously overlooked, but nevertheless important issues. Recycling programs have advanced in recent years to accept a broader spectrum of materials than ever before. This is particularly true with the growth of single stream recycling. While the convenience of these systems has increased participation and the recovery of materials, they have also presented operators with another dilemma. Consider the volume of contaminated and low grade papers that is collected and delivered to material recovery facilities, but yet has no marketable value. Also take into account the tons of wood scraps, brush and other yard waste that are rejected for composting, or for whatever reason remain in the waste stream. Today, residual materials from the very processes designed for waste diversion end up in landfills. Yet, these unwanted and discarded materials might have value when converted to energy.

Conversion technologies refer to a wide array of biological, chemical, thermal and mechanical technologies such as hydrolysis, gasification, and anaerobic digestion. These systems have the potential to transform the recovery and composting residuals into clean, renewable energy like electricity, as well as green fuels including hydrogen, natural gas, ethanol and biodiesel. The difference between conversion technologies and incineration and traditional biomass-to-energy approaches is that they do not involve combustion.

Following are common conversion technologies being considered in the United States based on the viability of the process and the availability of reliable vendors.

ANAEROBIC DIGESTION

Anaerobic digestion is a process that lends itself to organic materials such as sewage sludge and other relatively wet organic materials. Source separated garden and food waste usually enter the process with little or no extra handling. When mixed municipal waste is delivered to an anaerobic digester, it must be mechanically sorted to remove materials that are not biodegradable. Anaerobic digestion is a simple process. Essentially, in a series of steps, microorganisms break down biodegradable material in the

absence of oxygen. While the process produces a high quality compost–like product, a desired by-product of anaerobic digestion is methane gas, which is a source of energy. Such systems can potentially produce 55 to 75 percent pure methane. Lastly, the resulting liquid can be used as a fertilizer depending on the composition of the input material. In a well maintained system, these gases are not released into the atmosphere and therefore reduce greenhouse gas emissions. In general, anaerobic digesters are not predicted to be stand-alone solutions to municipal waste management. The start-up and operational costs are significant and cannot be supported by the net energy. However, as part of an integrated system, the reduction in waste landfilled coupled with the bonus of several end products could make a digester a viable option for select applications.

GASIFICATION

Petroleum-based materials, such as plastics, and organic materials are the primary sources of municipal waste that could supply feedstock for gasification. In the gasification process, waste is subjected to extreme heat pressure, and steam to directly convert these materials into Syngas, a blend of carbon monoxide and hydrogen, which can be used as a fuel source. Syngas, when mixed with air, can be used in gasoline or diesel engines with minor modifications. A major challenge for waste gasification technologies is its energy consumption. The high efficiency of converting syngas to electric power is counteracted by significant power consumption in the waste preprocessing, the consumption of large amounts of pure oxygen and gas cleaning. Another issue is that even the handful of facilities in operation globally still burn waste in conjunction with fossil fuels.

HYDROLYSIS

Forest material, sawmill residues, agricultural residue, urban waste, and waste paper are all candidates for hydrolysis. Simply defined, hydrolysis is chemical reaction of a compound with water, usually resulting in the formation of one or more new compounds. In a chemical decomposition process, water splits the chemical bonds of substances to break down the component sugars. Eventually these sugars are fermented producing ethanol. Sugars can also be converted to levulinic acid and citric acid. Manufacturers use levulinic acid to produce chemicals, fuels and fuels additives, herbicides, and pesticides. Food and beverage companies are large consumers of citric acid.

CHALLENGES AND OPPORTUNITIES OF NEW TECHNOLOGY

Throughout Europe, Israel, Japan, and many Asian countries, conversion technologies are successfully used to manage solid waste. A few pilot projects of conversion technologies have occurred in the United States. To date, no commercial

facilities currently operate here. A movement is on in portions of the Western United States to at least explore the potential of these systems.

Numerous challenges exist for the development of conversion technologies. Relatively high operational costs versus relatively inexpensive cost of landfill disposal provide an economic disincentive. Distrust and misconceptions about emerging technologies thwart development of a straightforward and manageable permitting process. A lack of grants, loans, credits or other funding mechanisms provides no incentive for development.

Benefits include a reduction in pollution such as greenhouse gas emissions, reduced dependence on fossil fuels, conservation of landfill capacity, and the beneficial use of waste. Development of such facilities could provide a source of revenue from tipping fees, the production of energy, and the marketing of by-products.

FLOW CONTROL

The term "flow control" refers to governmental laws or policies that require or encourage waste materials to be disposed at designated disposal facilities (landfills, transfer stations or incinerators). Waste flow control is one of the most widely debated issues in municipal waste management. Opponents claim it interferes with free trade and interstate commerce. Supporters view it as a simple tool to ensure proper management and funding of their overall solid waste programs.

Cumberland County has utilized the waste flow concept since the adoption of its Plan and subsequent revisions. Through a combination of ordinances and a licensing requirement, waste transporters were directed to designated landfills with signed contractual agreements to dispose of municipal waste generated within Cumberland County's boundaries.

As part of the plan revision process, the economic and environmental impact of abandoning waste flow control was evaluated. Such factors as feasible daily access to capacity, the natural market conditions and practices impacting the flow of waste were taken into consideration. Important attention was directed to a series of interrelated court interpretations and rulings that have defined if, when, and how flow control can be implemented. Following is a brief synopsis of each of those decisions and their impact on Cumberland County's selection process for waste management options.

IMPORTANT LEGAL DECISIONS

"DORMANT" COMMERCE CLAUSE

Article I, Section 8, Clause 3 of the U.S. Constitution empowers Congress "to regulate Commerce with Foreign Nations, and among the several states…," in other words, interstate commerce. The Supreme Court has a long history of interpreting the Commerce Clause to have a "dormant" aspect, which limits the power of states and local authorities to pass laws or adopt practices that impose substantial burdens on interstate commerce. This has been true even when Congress has not acted directly on a specific issue.

Two factors must be considered in determining whether a local activity violates the dormant Commerce Clause. These include the issues of market participation and regulation. Market participation, in which a government entity selects its business partners, and establishes its goals and terms of buying and selling goods and services, falls outside the scope of the Commerce Clause. However, when the government activity is regulatory in nature, then it must be determined if the laws or regulations discriminate against interstate commerce or regulates in-state and out-of-state interests equally. An example of regulation is when a local jurisdiction passes a law requiring all waste generated within its boundaries to be disposed at a specified transfer station or landfill. On the other hand, market participation occurs when a local government contracts with a waste hauler and under the terms of that agreement, the hauler is required to dispose waste at a designated disposal facility. The courts have generally held this type of market participation is permissible under the Commerce Clause.

A government entity must show a legitimate local purpose unachievable by nondiscriminatory means, when an activity is deemed to discriminate against interstate commerce. Cases that have met this burden are limited. On the other hand, when the local activity treats in-state and out-of-state interests equally, it must be evaluated under a balancing test that weighs the burdens on commerce against the local benefits. Courts tend to rule favorably for local government programs in these cases.

PIKE V. BRUCE CHURCH, INC.

The balancing test that measures the local benefits against the burdens on interstate commerce refers to a decision in *Pike v. Bruce Church, Inc.*, 397 U.S. 137 (1970). In this case a grower of fruits in Arizona challenged a state law that prevented the transport of harvested fruit directly to California for packaging, but rather required

it to be packaged in Arizona prior to distribution. The Court ruled that the burden on interstate commerce imposed by the state was unconstitutional. The decision stated that Arizona's minimal interest in identifying the origin of the fruit was to enhance the reputation of Arizona and therefore did not justify subjecting the growers to the substantial capital expenditure of building and operating in Arizona a packing plant that they did not need. Under the *Pike* balancing test, the burden is on the party challenging the statute to show that it imposes too great a burden on commerce.

C.A. CARBONE, INC. V. CLARKSTOWN

The City of Clarkstown adopted a flow control ordinance to finance a new transfer station. The transfer facility was constructed and operated by a private contractor for a period of five years, at which time the town purchased it for one dollar. To guarantee the profitability of the operation the City committed a minimum waste flow of 120,000 tons per year for which the contractor charged haulers an $81 per ton fee. The ordinance was the mechanism to assure delivery of the waste required to attain the financial goals for, at that point in time, a private operation.

C & A Carbone, Inc. operated a business that received solid waste, much of which came from outside the jurisdiction of Clarkstown. The City claimed all materials processed thru the Carbone plant fell under the flow control restrictions. Therefore, the company was required to pay the $81 per ton fee before hauling waste for disposal outside of the town. Such a regulation, the company insisted, hampered them in competing with other companies not subject to the ordinance. The lower federal courts upheld the constitutionality of the city ordinance, but the Supreme Court overturned it as a violation of the Commerce Clause of the Constitution.

HARVEY & HARVEY, INC., V COUNTY OF CHESTER

The case of Harvey & Harvey v. Chester County, 68 F.3d 788 (3d Cir. 1995) is important because it reinforces Act 101's requirements for fair, open and competitive selection practices for disposal capacity particularly when flow control is involved. An interstate collector, hauler and processor of municipal waste, brought suit against Chester County, the Chester County Solid Waste Authority, the Southeastern Chester County Refuse Authority and the Pennsylvania Department of Environmental Resources. The suit claimed that an ordinance for waste flow control stipulations resulting from development of the Chester County Municipal Solid Waste Plan were in violation of interstate commerce. The Court found the ordinance to be nondiscriminatory. Harvey conceded that it could not prove its case under the Pike standard. In an appeal filed by Harvey, the Court found that although the Solid Waste Advisory Committee did consider at least one out-of-state and several out-of-county sites, the designation process did not provide a level playing field and for many reasons, including the county's own financial interests, the

process appeared to have been biased in favor of the Lanchester, SECCRA and Pottstown facilities.

UNITED HAULERS V. ONEIDA HERKIMER

On April 30, 2007, the U.S. Supreme Court ruled in United Haulers Association Inc. v. Oneida-Herkimer Solid Waste Management Authority, 127 S.Ct. 1786 (2007) that in specific circumstances local governments are permitted to engage in flow control to government-owned and operated disposal facilities. The actual scope and full impact of the Supreme Court's recent decision continues to be debated. It is likely that future test cases will result from varied scenarios and interpretations of issues related to the degrees of ownership and operation to which this decision applies. In this case, the Supreme Court determined that flow control laws favoring government-owned and operated disposal facilities do not discriminate against interstate commerce, and are reviewed under the Pike balancing test. The Clarkstown facility challenged by Carbone was a private sector facility at the time. Thus, the Court's Carbone decision in 1994 now takes on a much more narrow scope.

EFFECTS ON THE PLANNING PROCESS

These cases illustrate that the process for selecting the County's waste disposal options must be taken seriously. Attempts to exclude certain options or facilities must be grounded in sound legal precedents. Likewise, to enter into ownership of its own facility or partner with another public facility must be evaluated based on sound economics and the direct benefits to the citizens of Cumberland County.

REQUESTING PROPOSALS FOR FUTURE DISPOSAL OR PROCESSING CAPACITY

From discussion and analyses of conditions, it was determined that the County should advertise and accept proposal's from facilities for processing or disposal capacity. The PADEP was notified of the County's determination and proposals were solicited. A formal request was advertised nationally in the industry trade journal, Waste News as well as the Pennsylvania Bulletin. Proof of the public notification is provided in Appendix B.

"The ultimate test of man's conscience may be his willingness to sacrifice something today for future generations whose words of thanks will not be heard."

Gaylord Nelson

former governor of Wisconsin, co-founder of Earth Day

Chapter 4

Recycling Programs and Performance

Achievements of the County and Municipalities

Recycling opportunities exist throughout Cumberland County. In varying degrees, residents, businesses, and government agencies participate. Recycling remains a constant component of the integrated waste management system in Cumberland County. It serves to prevent pollution, conserve natural resources, and decelerate climate change. The collection, processing and subsequent use of recyclable materials as feedstock to manufacture new products creates jobs, supports the local economy, and has a major impact in reducing greenhouse gas emissions.

This chapter describes the achievements in recycling throughout Cumberland County. Efforts of the County, the municipalities and the private sector are acknowledged. The current performance of the recycling activities and a comparison to national and state trends is included. Issues that must be considered in the development of rural collection programs as opposed to those implemented in urban and suburban communities are also discussed. Finally, costs and funding mechanisms are reviewed.

RECYCLING ECONOMICS

Recycling is not a new concept. For centuries, discarded materials have been retrieved for reuse or recycling by resourceful individuals. Early in the industrial revolution, it became evident to American manufacturers that reclaiming and reusing materials was more economical than obtaining them from virgin sources. Thus, a sub-industry of pickers, scrap dealers, and junk collectors evolved to meet the demand for materials, such as rags for papermaking, glass for containers, and metals for various industrial uses. The difficulty in retrieving the materials along with the ability to market the materials to ready local sources provided lucrative

incomes to this breed of entrepreneurs. Similar circumstances currently exist in developing countries where scavenging is still common. In today's global economy, the need for affordable raw materials is greater than local scavengers can supply. To meet the demand, there has been mounting interest in recovering greater volumes of recyclable materials from our waste stream. In recent years, recyclables have exceeded manufactured products as the top U.S. exports.

JOB CREATION

Arguably, the roots of recycling are fundamentally tied to economics. Although actual scavengers still exist, the recovery of materials has developed into an industry of its own with a vast and sophisticated network of transporters, processors, brokers, and manufacturers. Since the inception of Act 101, the PADEP has invested hundreds of millions of dollars in public sector recycling programs and infrastructure. The Northeast Recycling Council did a study in 2009 that indicated that 3,803 establishments involved in recycling, those reliant on recycling, and those involved in reuse and remanufacturing generated 52,316 jobs in Pennsylvania with an annual payroll totaling $2.2 billion—while also bringing in gross receipts of $20.6 billion. In the past few years, according to the Pennsylvania Recycling Markets Center and the Pennsylvania Waste Industries Association, private-sector companies have invested more than $66 million in Pennsylvania in new recycling facilities, high-tech sorting and processing equipment, and a variety of re-use and re-manufacturing ventures, all of which produce new jobs.

ASSOCIATED COSTS

Because recyclable material is recovered and brokered as a commodity, the public often has the perception that recycling services should be free. Just as with other commodities, the cost of extracting, processing, and delivering the materials to market is offset to some degree by the sales revenues. Demand and prices paid for recyclables have and will continue to fluctuate, depending on market conditions. Over time, social pressure and a greater interest in the environment has prompted the recovery of materials, which may prove to have greater benefits in a life cycle analysis, than their immediate cost of collection and processing may indicate. In

some instances, the economic "value" of recovering certain recyclable materials is primarily the avoided cost of disposal. In other words, the cost of processing the material for recycling may be less than disposing of it in a landfill. There are times when at face value materials cost more to recover for recycling, than to dispose. Additionally, there are recyclable materials with high BTU values, which may be viewed to have greater worth when converted to energy. In any case, processing as well as transportation of recyclables remains a cost rather than revenue to the generator and collector. When the market values are insufficient to cover costs, then the operation must be supported with other sources of income. The success and growth of recycling programs therefore is often dependent on the participants' "willingness to pay."

REGULATORY EXPECTATIONS

In Pennsylvania, the expectations for counties and local municipalities to develop municipal waste management and recycling policies and programs are established by the Municipal Waste Planning, Recycling, and Waste Reduction Act (Act 101). The roles and responsibilities differ between each level of government. The Act directs counties to develop local ordinances and enforcement policies for proper waste management. Under the law, mandates for recycling fall to those municipalities with certain levels of population and density. Twelve municipalities in Cumberland County meet the Act 101 criteria to implement programs for mandatory recycling by residents and commercial establishments. Opportunities are available to recycle in other communities. However, at the County level and in the remaining municipalities, the recycling programs and activities that are implemented are strictly voluntary and not required by law.

CURRENT ACTIVITIES

Throughout the County, plenty of opportunities to recycle exist, although they have not always been equal. For some residents, recycling has been as convenient as a walk to the curb. For others, it required a short trip to a local drop-off collection site. The remainder of the County delivered materials to local scrap yards. This disparity in service has traditionally resulted in a marked difference in participation and material recovery from community to community. The level and frequency of services, as well as the materials accepted differed, often dramatically.

For many years local programs required residents to source separate materials into multiple small bins. Eventually collection evolved into a dual stream program where cans, bottles and jugs made from glass, metal and plastic could be placed and commingled in a recycling bin while newspapers and cardboard could be bundled

and set out separately. The multiple sorting and handling of materials along with the small recycling bins provided for curbside collection did result in many residents and businesses opting to use the Blue Bin drop-off collection sites. This created significant material overflow at the sites and in fact cost overruns for the Authority.

In the last decade a metamorphosis in recycling technologies occurred. Automated collection, optical sorting, and larger recycling containers have fostered the growth of what is known as single stream recycling. In this type of system all materials are placed into the same recycling container, and collected and transported together in the same compartment of the vehicle. Materials accepted include clear, green and amber glass bottles and jars; plastic containers #1-7; aluminum and bi-metal bottles and cans; newsprint and magazines; cardboard; and all other types of mixed papers. Due to new convenient and cost effective methods, the prevalence of curbside recycling has expanded in Cumberland County and uniformity between the programs has developed. The types of materials accepted and the quantities collected have increased significantly. Only small pockets remain where services are still lacking in Cumberland County.

MUNICIPAL PROGRAMS

Numerous municipalities in Cumberland County implement recycling programs for local residents. Twelve of these programs were created because of state mandates. Several programs were prompted by the efforts of individuals, who in the absence of regulatory requirement, chose to recycle voluntarily. Others evolved based purely on the response of the private sector to the needs of local citizens. The majority of residents benefit from the convenience of curbside recycling. Some are also provided with a recycling drop-off collection program that operates independently and/or in conjunction with their curbside collection service. This section offers a brief summary of the types of programs implemented in these communities.

MANDATED MUNICIPAL PROGRAMS

In Pennsylvania, the Municipal Waste Planning, Recycling, and Waste Reduction Act (Act 101) places unique mandates upon municipalities with populations of 10,000 or more, and those with populations of 5,000 or more with a population density of greater than 300 people per square mile. The Act requires these communities to implement mandatory residential curbside collection programs for recyclables and

leaf waste. The municipality must also have mechanisms to ensure that commercial, institutional, and government establishments recycle and manage leaf waste accordingly. In addition to the original requirements, mandated communities are subject to recent amendments to the Act resulting from the provisions of Act 140.

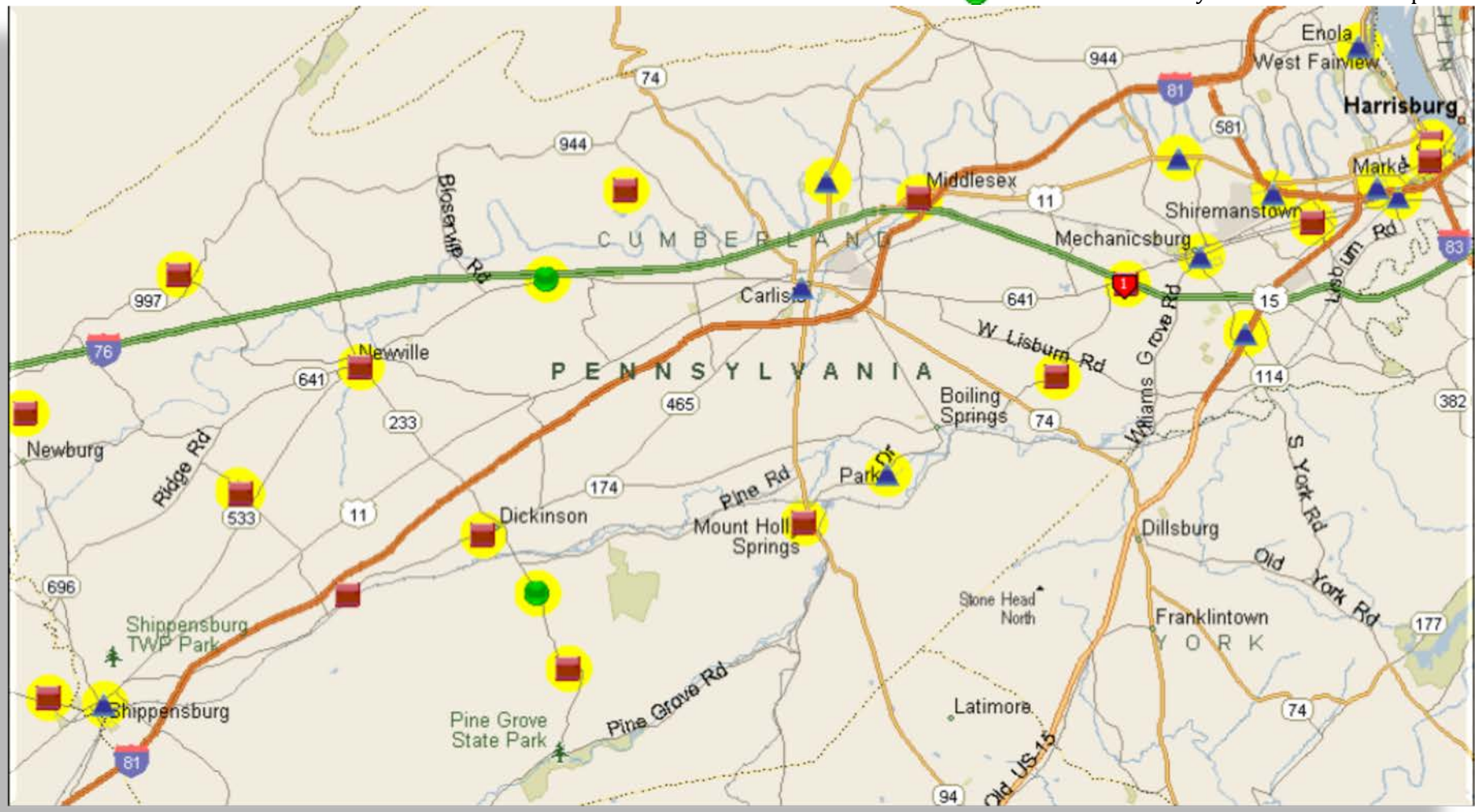
Figure 4-1 illustrates the types and general locations of mandatory and voluntary residential recycling collection programs.

FIGURE 4-1 TYPES OF RECYCLING COLLECTION PROGRAMS IN CUMBERLAND COUNTY

Cumberland County Mandated Curbside Recycling

Cumberland County Non Mandated Curbside Programs

Cumberland County Non Mandated Drop-Off Sites



ACT 101 AND ACT 140 MUNICIPAL REQUIREMENTS

The responsibilities of communities that meet the population criteria of the Act are direct and straightforward. To ensure compliance by residents and businesses, municipalities meeting the criteria are required to pass ordinances that mandate waste and recycling collection. Certain services and standards for collection frequency are required. The minimum requirements include:

- curbside collection of residential recyclables at least once per month;
- collection of three recyclable materials designated in the Act;
- curbside collection of leaf waste once per month, or
- alternatively, twice per year collection is allowable per PADEP, provided that a supplemental drop-off collection area for leaf waste is accessible in the periods between collections.

The Act allows municipalities choices in how these services can be provided. Municipal employees and equipment can perform the collections or communities can enter into contracts with an outside service provider for these functions. To meet the Act 101 requirements, the PADEP has condoned private subscription service in which homeowners contract directly with the service provider of their choice, provided that the municipality has a strong monitoring and enforcement program in place.

Provisions of the Act are inclusive of commercial, institutional, and municipal establishments, which are located in mandated municipalities. These entities must recycle and separate leaf waste for composting. The municipality is not required to ensure the service to commercial establishments; however, they are expected to enforce the mandate.

Table 4-1 shows Cumberland County's twelve mandated municipalities. It illustrates how materials are collected for recycling in each municipality as well as the reported tons collected in 2009 and 2010.

NON-MANDATED MUNICIPAL PROGRAMS

Twenty-one Cumberland County municipalities have no state regulatory requirements for recycling. Yet, all of these communities reported some level of voluntary residential recycling activity in 2009. The number showing tons collected in 2010 decreased slightly, which could be more of a reporting problem than an indication of service changes. Table 4-2 shows Cumberland County's twenty-one non-mandated municipalities. It illustrates how materials are collected for recycling in each municipality as well as the reported tons collected in 2009 and 2010.

TABLE 4-1 MANDATED MUNICIPAL RECYCLING PROGRAMS TONS PER YEAR

2009 TOTAL MANDATED RESIDENTIAL MATERIAL	TOTALS	Camp Hill Borough	Carlisle Borough	East Pennsboro Township	Hampden Township	Lower Allen Township	Mechanicsburg Borough	New Cumberland Borough	North Middleton Township	Shippensburg Borough	Silver Spring Township	South Middleton Township	Upper Allen Township
ALUMINUM CANS	**2.43**	0	0	0	0	0	0	0	0	2.43	0	0	0
COMMINGLED MATERIALS	**557.04**	0	0	0	0	0	0	0	0	557.04	0	0	0
PAPER: NEWSPRINT	**42.39**	0	0	0	0	0	0	0	0	42.39	0	0	0
WOOD WASTE	**15,246.15**	1814.18	2260	760	2400	1480	1850	9.97	400	540	1360	1860	512
YARD AND LEAF WASTE	**9,584.00**	1000	1500	900	1400	1200	0	600	200	600	450	700	1034
SINGLE STREAM	**12,701.01**	735.5	1427.08	1650.45	2029.7	1092.9	728.38	739.25	727.37	0	1305.15	1246.23	1019
	38,133.02	3549.68	5187.08	3310.45	5829.7	3772.9	2578.38	1349.22	1327.37	1741.86	3115.15	3806.23	2565
2010 TOTAL MANDATED RESIDENTIAL MATERIAL													
ALUMINUM CANS	**4.10**	0	0	0	0	0	0	0	0	4.1	0	0	0
COMMINGLED MATERIALS	**296.31**	0	0	0	0	0	0	0	0	296.31	0	0	0
PAPER: NEWSPRINT	**59.22**	0	0	0	0	0	0	0	0	59.22	0	0	0
WOOD WASTE	**14,717.95**	1834.21	2260	760	2400	1480	1196.62	3.12	400	540	1360	1860	624
YARD AND LEAF WASTE	**10,071.00**	1000	1500	900	1400	1200	700	600	200	600	450	700	821
SINGLE STREAM	**12,701.35**	820.06	1468.65	1661.9	2060.12	1160.17	780.28	765.11	737	0	1297.56	882.28	1068.22
	37,849.93	3654.27	5228.65	3321.9	5860.12	3840.17	2676.9	1368.23	1337	1499.63	3107.56	3442.28	2513.22

TABLE 4-2 NON-MANDATED MUNICIPAL RECYCLING PROGRAMS TONS PER YEAR

2009 TOTAL NON-MANDATED RESIDENTIAL MATERIAL	CUMULATIVE TOTALS FOR ALL	Cooke Township	Dickinson Township	Hopewell Township	Lemoyne Borough	Lower Frankford Township	Lower Mifflin Township	Middlesex Township	Monroe Township	Mt Holly Springs Borough	Newburg Borough
PAPER: CARDBOARD	1.82	0	0	1.82	0	0	0	0	0	0	0
PAPER: MIX	0.68	0	0	0	0	0	0	0	0	0.57	0
WOOD WASTE	680.00	0	0	0	280	0	0	0	0	0	0
YARD AND LEAF WASTE	820.00	0	0	0	230	0	0	0	0	0	0
SINGLE STREAM	2,042.22	1.05	227.94	3.6	321.69	0.07	4.39	441.89	437.27	174.71	0
	3,544.72	1.05	227.94	5.42	831.69	0.07	4.39	441.89	437.27	175.28	0
2010 TOTAL NON MANDATED RESIDENTIAL MATERIAL											
PAPER: MIX	4.50	0	4.5	0	0	0	0	0	0	0	0
WOOD WASTE	680.00	0	0	0	280	0	0	0	0	0	0
YARD AND LEAF WASTE	820.00	0	0	0	230	0	0	0	0	0	0
SINGLE STREAM	2,438.96	0	192.14	0	370.52	0	0	382.37	404.6	202.6132	1.23
	3,943.46	0	196.64	0	880.52	0	0	382.37	404.6	202.6132	1.23

TABLE 4-2 NON-MANDATED MUNICIPAL RECYCLING PROGRAMS (CONTINUED)

2009 TOTAL NON-MANDATED RESIDENTIAL MATERIAL	CUMULATIVE TOTALS FOR ALL	Newville Borough	North Newton Township	Penn Township	Shippensburg Township	Shiremanstown Borough	South Newton Township	Southampton Township	Upper Frankford Township	Upper Mifflin Township	West Pennsboro Township	Wormleysburg Borough
PAPER: CARDBOARD	1.82	0	0	0	0	0	0	0	0	0	0	0
PAPER: MIX	0.68	0	0	0	0	0	0	0.11	0	0	0	0
WOOD WASTE	680.00	0	0	0	200	0	0	200	0	0	0	0
YARD AND LEAF WASTE	820.00	115	0	0	100	150	0	100	0	0	0	125
SINGLE STREAM	2,042.22	25.7	6.49	5.71	6.2	135.97	6.55	67.88	0	3.93	3.36	167.82
	3,544.72	140.7	6.49	5.71	306.2	285.97	6.55	367.99	0	3.93	3.36	292.82
2010 TOTAL NON MANDATED RESIDENTIAL MATERIAL												
PAPER: MIX	4.50	0	0	0	0	0	0	0	0	0	0	0
WOOD WASTE	680.00	0	0	0	200	0	0	200	0	0	0	0
YARD AND LEAF WASTE	820.00	115	0	0	100	150	0	100	0	0	0	125
SINGLE STREAM	2,438.96	0.56	117.59	101.77	0	203.88	0	167.75	0	0	157.2	136.74
	3,943.46	115.56	117.59	101.77	300	353.88	0	467.75	0	0	157.2	261.74

RESIDENTIAL COLLECTION SERVICE OPTIONS

Act 101 and the Pennsylvania Code grants to cities, boroughs, and townships the statutory authority to enact ordinances that determine how waste and recyclables generated within their jurisdictions will be stored, collected, and transported. It provides these local governments with options to establish a collection system utilizing public workers and equipment. Alternatively, the municipality may enter into contracts with outside service providers for this purpose. Lastly, the municipality may simply dictate methods and requirements for collection but allow individuals to enter into agreements with the service provider of their choice. In Cumberland County, all of these scenarios exist, in one or more combinations, for waste, recyclables, and yard waste.

INTEGRATING RECYCLING

The prevalence of recycling is due largely to the foresight of local elected officials who included requirements for curbside recycling in the residential waste collection bid and contract specifications. In addition, private sector haulers have expanded their service offerings to individual residents to include curbside recycling in all but the most rural areas of the County. Drop-off collection programs substitute where curbside is unavailable. These drop-off collection services are provided by a combination of government programs, the private sector, and/or nonprofit organizations.

YARD WASTE COMPONENT

Act 101 mandates that certain Cumberland County communities, based on population and density, must collect leaf waste, for composting and processing. Others do so voluntarily. Leaf waste includes brush, leaves, tree trimmings and other garden residues. To manage the material, several municipalities in Cumberland County operate yard waste management facilities. In some instances, these services and facilities are shared. Leaves, brush and grass clippings are collected at the curb and brought to the yard waste facility for processing. More often than not, leaf waste, is collected by public crews, however in many instances this service is provided by the waste contractor. Residents are also permitted to drop off these materials at the facility during posted hours of operation. The yard waste is

processed and cured into compost and wood mulch. This material is provided to local residents. Table 4-3 shows where and how yard waste is collected in Cumberland County. It also indicates the location of processing facilities operated by local municipalities and the services provided.

TABLE 4-3 NETWORK OF YARD WASTE MANAGEMENT SERVICES IN CUMBERLAND COUNTY

Municipality	Curbside Collection		Drop-Off		Processing Site	Material Available	
	Leaf Waste	Brushy Waste	Leaf Waste	Brushy Waste		Compost	Mulch
Camp Hill Borough	Public Crews	Private Contract	X	X	2701 Columbia Avenue Camp Hill, PA 17011	X	X
Carlisle Borough	Public Crews	Public Crews	X	X	Post Road Carlisle, PA 17013	X	X
East Pennsboro Township	Public Crews	Public Crews	X	X	750 South Humer Street Enola, PA 17025	X	X
Hampden Township	Public Crews	Private Contract		X	1955 Technology Parkway Mechanicsburg, PA 17050	X	X
Lemoyne Borough	Public Crews	Public Crews	X	X	1 Louther Street Lemoyne, PA 17043	X	X
Lower Allen Township	Public Crews	Private Contract	X	X	1400 St Johns Rd Camp Hill, PA 17011	X	X
Mechanicsburg Borough	Public Crews	Private Contract	X	X	842 West Church Road Mechanicsburg, PA 17055	X	X
Middlesex Township			X	X	100 Windy Lane, Carlisle, PA 17013	X	X
New Cumberland Borough	Public Crews	With Trash					
Newville Borough	Public Crews	Public Crews			Local Water Reservoir South High Street Newville, PA	X	
North Middleton Township	Public Crews	Public Crews	X	X	100 Windy Lane, Carlisle, PA 17013	X	X
Shippensburg Borough	Public Crews		X	X	963 Avon Drive Shippensburg, PA 17257	X	X
Shiremanstown Borough	Public Crews				2701 Columbia Avenue Camp Hill, PA 17011		
Silver Spring Township	Public Crews	Public Crews	X	X	842 West Church Road Mechanicsburg, PA 17055	X	X
South Middleton Township	Public Crews	Public Crews	X	X	intersection of Petersburg and Lindsey Roads,	X	X
Upper Allen Township	Public Crews	Public Crews					
West Pennsboro Township	Public Crews	Public Crews			South High Street Newville, PA		
Wormleysburg Borough	Public Crews				2701 Columbia Avenue Camp Hill, PA 17011		

MUNICIPAL CONTRACTS

Nearly ninety-three percent of the people in Cumberland County reside where waste and recycling services are secured under a contractual agreement by the local municipal government. Twenty-four Cumberland County municipalities contract for residential collection services through a competitive bidding process. An equal number of these are mandated by Act 101 to recycle as those that are not mandated. Table 4-4 lists the municipalities that contract with a commercial hauler for collection services and indicates if the municipality is mandated to recycle under Act 101. The table lists the recycling results for 2009 and 2010. To compare the results of one community program to another, recycling performance was calculated on a pound per person per year basis using the 2009 population.

PRIVATE SUBSCRIPTION

In 2010, only nine municipalities in the County, representing roughly seven percent of the population, do not have some type of formal agreement with a commercial hauler for waste and/or recycling services. In these areas, individuals voluntarily contract with the service provider of their choice. No uniform programs exist and residents are dependent on the level of service that each company desires to offer in any given location. Therefore, it is difficult to determine whether residents subscribe to unlimited, volume based, or a pay by the bag system. Table 4-5 lists the non-mandated municipalities in Cumberland County where subscription collection service is offered. It shows the recycling reported for 2009 and 2010. In addition, using the population from 2009, the table demonstrates the level of performance in each of the communities based on the pounds per person per year of material reportedly recovered for recycling.

COLLECTION CRITERIA AND RATE STRUCTURES

Included on the tables is a breakdown of the components of each municipality's disposal and yard waste collection criteria. Some of the municipalities offer "unlimited" collection, which means there are no constraints on the amount of containers or items a resident can place at the curb for collection. The majority of the contracts have volume limitations. In other words, the amount of waste, which residents can place at the curb for collection, is restricted to a certain type and size of container. Containers are typically measured in gallons with common sizes for curbside collection ranging from 30 gallons up to 96 gallons. In some instances there are allowances for additional containers or for items that do not fit inside of the container, however, extra charges do apply. Specially marked bags are sold to accommodate these occasional needs. The purchase of these same types of bags are

TABLE 4-4 MUNICIPALITIES WITH MUNICIPAL CONTRACTED COLLECTION SERVICE 2010

Municipality	Population		Recycling Results		Disposal Options			Yard Waste Collection		
	Population 2009	**2009 Tons**	**2010 Tons**	**2009 pounds per person per year**	**Unlimited**	**Volume Based**	**Pay By The Bag**	**Spring**	**Fall**	**Weekly**
Camp Hill Borough *	7436	3549.68	3654.27	954.73	X		X	X	X	
Carlisle Borough *	18572	5187.08	5228.65	558.59			X	X	X	
Dickinson Township	5336	227.94	196.64	85.43		X	X			
East Pennsboro Township*	19890	3310.45	3321.90	332.88		X			X	X
Hampden Township *	27,321	5829.70	5860.12	426.76	X				X	X
Lemoyne Borough	3,956	831.69	880.52	420.47	X				X	
Lower Allen Township *	17,888	3772.90	3840.17	421.84	X				X	X
Mechanicsburg Borough *	8730	2578.38	2676.90	590.69		X	X		X	X
Middlesex Township	7050	441.89	382.37	125.36		X	X			
Monroe Township	5848	437.27	404.60	149.55		X	X	X	X	
Mt. Holly Springs Borough	1915	175.28	202.31	183.06		X			X	
New Cumberland Borough *	7054	1349.22	1368.23	382.54	X			X	X	
Newville Borough	1309	140.70	115.56	214.97		X	X			
North Middleton Township *	11029	1327.37	1337	240.71		X	X	X	X	
Penn Township	3096	5.71	101.77	3.69		X	X			
Shippensburg Borough *	4441	1741.86	1499.63	784.44		X				
Shippensburg Township	5488	306.2	300	111.59		X				
Shiremanstown Borough	1464	285.97	353.88	390.67	X				X	
Silver Spring Township *	13660	3115.15	3107.56	456.10	X		X		X	
Southampton Township	6724	367.99	467.75	109.46		X	X			
South Middleton Township *	14539	3806.23	3442.26	523.59		X	X			
South Newton Township	1309	6.55	0	10.01		X	X			
Upper Allen Township *	18250	2565	2513.22	281.10		X		X	X	X
Wormleysburg Borough	2632	292.82	261.74	222.51	X				X	

*** Act 101 Mandated Municipalities**

TABLE 4-5 MUNICIPALITIES WITH SUBSCRIPTION COLLECTION SERVICE 2010

Municipality	Population	Recycling Tonnages			Disposal Options			Yard Waste Collection		
	Population 2009	**Total Tons 2009**	**Total Tons 2010**	**2010 pounds per person per year**	**Unlimited**	**Volume Based**	**Pay By The Bag**	**Spring**	**Fall**	**Weekly**
Hopewell Township	2310	5.42	0	4.69		X		N/A	N/A	N/A
Cooke Township	158	1.05	0	13.29				N/A	N/A	N/A
Lower Frankford Township	1851	.007	0	0.00				N/A	N/A	N/A
Lower Mifflin Township	1592	4.39	0	5.52				N/A	N/A	N/A
Newburg Borough	362	0	1.23	0.00		**VARIES BY HAULER**		N/A	N/A	N/A
North Newton Township	2384	6.49	117.59	5.44				N/A	N/A	N/A
Upper Frankford Township	1856	0	0	0.00				N/A	N/A	N/A
Upper Mifflin Township	1455	3.93	0	5.40				N/A	N/A	N/A
West Pennsboro Township	5578	3.36	157.2	1.20				N/A	N/A	N/A

used in a number of programs to provide a lower cost option for residents who dispose of much smaller quantities of waste than a program's minimum container volume. Only one Cumberland County municipality, disposal is implemented strictly on a pay by the bag basis. The constant in all of these programs is that recycling is collected utilizing the single stream system in which all glass, metal, and plastic jugs, bottles and cans are collected together in the same container along with newspaper, cardboard and other mixed paper.

PROGRAM PARALLELS AND VARIANCES

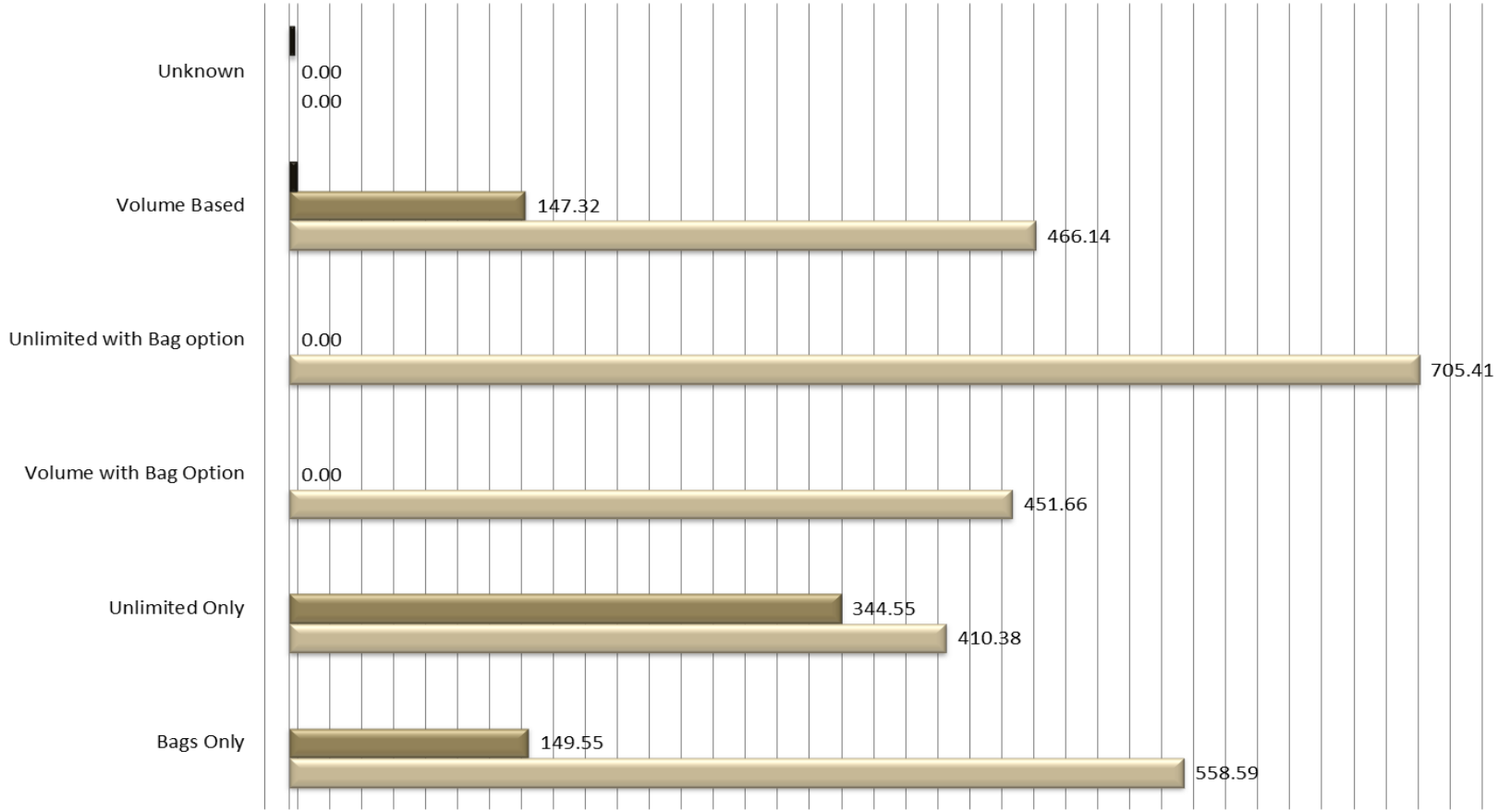
There are significant differences in the reported results of the municipal collection programs. Figure 4-2 illustrates the recycling performance as it relates to the type of rate structure paid for waste collection services. Results are shown for mandated and non-mandated municipal contract programs as well as the individual subscription areas. As might be expected, the greatest amount of material recycled per person occurs in the mandated communities. Subscription areas show the poorest performance. This outcome is consistent regardless of the type of program implemented. Interestingly, where similar rate structures were utilized in mandated and non-mandated contracts the results did not rank comparably. Because subscription rate structures vary from hauler to hauler and town to town, there was no way to accurately determine how each compares in those circumstances.

UNLIMITED VOLUME PROGRAMS WITH PAY-BY-THE-BAG ALTERNATIVES

In mandated municipalities, collection programs that offered a pay-by-the-bag alternative to unlimited collection resulted in the best overall performance of any of the municipalities. This option does not appear in any of the nonmandated contracts. Typically, flat fee unlimited waste collection programs have proven to be a disincentive to recycling. Therefore, the results seen in Cumberland County warrant some further consideration.

Elected officials often favor unlimited programs because of the simplicity in billing, ease in contract enforcement, and a belief that the flat fee costs less than other options. In reality, since everybody pays the same flat fee in unlimited collection programs, there are many residents paying more than necessary based on their actual service needs. Single person households, senior citizens, avid recyclers, and those who dispose less, actually subsidize the wasteful habits of others when flat fee unlimited programs are implemented. By introducing the pay-by-the-bag option as an alternative to unlimited collection, residents are provided with a monetary incentive to recycle by reducing their disposal bill.

FIGURE 4-2 COMPARISON OF RESIDENTIAL WASTE COLLECTION RATE STRUCTURES ON RECYCLING IN POUNDS PER PERSON PER YEAR



	Bags Only	Unlimited Only	Volume with Bag Option	Unlimited with Bag option	Volume Based	Unknown
Nonmandated Subscription	0.00	0.00	0.00	0.00	4.69	3.86
Nonmandated with Contracts	149.55	344.55	0.00	0.00	147.32	0.00
Mandated	558.59	410.38	451.66	705.41	466.14	0.00

In Cumberland County, when pay-by-the-bag is introduced in conjunction with an unlimited collection program, residents selecting this option are typically required to purchase, in advance, a minimum number of bags for the year. The cost of the required allotment of bags is far less than the annual cost of unlimited collection. Thus, residents see the immediate relationship between recycling and cost savings. That the pounds per person recycled annually are significantly higher in this scenario suggests that large numbers of residents use the bag system. This should signify to elected officials that the public's demand for unlimited collection is less than once perceived.

STAND ALONE PAY-BY-THE-BAG PROGRAMS

Pay-by-the-bag programs showed mixed results for mandated versus non-mandated contract areas in Cumberland County. In the mandated municipalities, pay-by-the-bag ranked second, outperforming by far the volume based and unlimited options. In the non-mandated areas, pay-by-the-bag had lesser results, barely exceeding the volume based option and performing less than the totally unlimited program. The numbers in the mandated program are good, but less than expected when compared to the results realized when pay-by-the-bag is provided as an alternative to unlimited collection. In the non-mandated municipalities, they are simply disappointing. As a stand-alone program, the results of pay-by-the-bag seem contradictory to the success seen as an alternative program. However, when other extenuating circumstances are considered, and based on experiences with pay-by-the-bag systems in other communities, the results may reveal deeper issues. It is suspected that the problems exist in mandated areas, but are most prevalent in the non-mandated communities. The dramatic difference in performance would tend to confirm those assumptions.

BEATING THE SYSTEM

Numerous studies for the PADEP have been conducted under the Recycling Technical Assistance Program. These studies often involved communities where pay-by-the-bag was implemented without any minimum purchase requirements or some type of base collection fee. In these instances, the findings consistently revealed disproportionately high numbers of residents who were able to avoid paying for waste collection services and use undesirable methods of disposal. In one scenario, the rate of non-paying residences climbed as high as fifty-seven percent of the occupied units. More commonly twenty to thirty percent of the homes are found to be abusers of the system.

The very nature of pay-by-the-bag allows for random frequencies of resident participation based on their personal needs. This in turn provides a perfect environment for those unwilling to pay for the service to go largely undetected. Placing a recycling bin at the curb can draw attention to the obvious and consistent absence of bagged waste. Therefore, recycling rates tend to suffer in these situations. Enforcement and monitoring tends to be less in non-mandated communities, even where there are contracted services. Although service providers are aware of the situation, they simply raise rates to conforming participants to cover their losses. Thus, the practice tends to perpetuate itself. Based on the disparity between the pay-by-the-bag mandated and non-mandated communities, it is suspected that some if not all of these conditions exist in Cumberland County in varying degrees.

UNLIMITED VOLUME PROGRAMS

Unexpectedly, recycling fared better in the non-mandated municipal contracts with unlimited volume than other programs. It preformed reasonably well in the mandated areas although not as successful as the other programs offered there. Participation tends to be uniform in unlimited collection programs. Residents are billed in advance, typically by the quarter, and contracts and ordinances allow for prosecution and collection of delinquent accounts. Since recycling is included, residents are more compelled to participate in this prepaid service. Although the lack of constraints on the amount of waste that can be disposed offers no motivation to recycle, the regularity and patterned collection creates high visibility in the neighborhood and prompts participation, if for no other reason, than through peer pressure.

RESTRICTED VOLUME PROGRAMS

Systems, where residents were limited to the number and size of containers, produced dissimilar rankings in mandated and non-mandated communities. There was also a vast difference in the actual volume of material collected per person annually. Unlike the total pay-by-the-bag programs, in which participants pay on an as needed basis, volume based rates, still require that the resident be billed for service. In theory, these programs limit the amount of material that can be placed at the curb, to promote waste reduction and recycling. However, the maximum allocated container volume tends to be greater than the limit that would motivate the average family to divert materials to the recycling bin. For instance, in many

programs, families are provided with a 96-gallon wheeled container for waste and an 18-30 gallon bin for recycling. A common consequence, particularly when recycling is collected every other week, is that the small bin overflows and the remaining recyclables are placed in the larger waste container, which has capacity to spare.

RETHINKING CONTAINER CAPACITY

With the availability of single stream recycling, which dramatically increases the types and amounts of recyclable materials collected, Cumberland County communities have the ability to reverse the traditional sizes of the waste and recycling containers. 96-gallon recycling containers have become commonplace in curbside programs throughout Pennsylvania and the nation. In addition, a choice of smaller waste containers has become popular. Such a change would likely improve the overall recycling performance throughout Cumberland County.

GENERAL ASSESSMENT OF MUNICIPAL COLLECTION PROGRAMS

Overall, the availability of residential recycling services at the municipal level is admirable. Based on the reported data, nearly ninety-three percent of the County's population has access to some level of contracted curbside recycling service. The diverse demographic nature of the communities meant that service modifications were often necessary to fit the local environment but still maintain the convenience of curbside collection. Other differences in programs exist primarily because of the perception and opinions of local officials or the service provider. The components of these varied systems affect the outcome of the recycling program. Disincentives that are common to specific rate structures were illustrated in the preceding sections. Likewise, advantages to certain elements were also discussed.

Municipal collection contracts should be reviewed periodically to ensure that the criteria are still relevant given current technology and market conditions. Rate structures, collection frequencies and methodologies should all be examined to ensure that communities receive comprehensive service at the lowest cost. In addition, terms and conditions that hamper recycling efforts should be revised. The County could play an important role in facilitating improvements in existing areas and expanding contracted services to the remainder of the municipalities. A more detailed outline of recommendations to accomplish this goal is provided in Chapter 5.

COUNTY SPONSORED PROGRAMS

Municipalities typically arrange for the collection of recyclable materials like newspapers, bottles, and cans. However, the Cumberland County Recycling & Waste Authority, on behalf of Cumberland County, plays an equally important role by coordinating programs and supplemental services beyond the scope of local communities. There are still pockets of the County that are underserviced. Numerous municipalities are mandated to collect yard waste, which often necessitates the purchase of expensive pieces of equipment to process. Other recoverable materials, which may not be recyclable, are nevertheless beneficial to remove from the waste stream because of the potential harm to the environment. Many of these items require costly special handling and processing, particularly when collected on a small scale like an individual community. This section outlines Cumberland County's efforts to identify the methods and means to ensure that essential services are available to all residents regardless of the municipality in which they reside.

DROP-OFF COLLECTION SITES

The most recent of the Cumberland County Recycling & Waste Authority's service offerings was the coordination of a drop-off recycling program in the more rural areas of the County. As in the municipal programs, materials are collected by the single stream system. The program was initiated to provide an outlet for residents with limited access to curbside recycling collection service. The intent was also to introduce the benefits of recycling to local municipalities as a mechanism to help them make the transition to curbside collection.

The Authority was awarded Act 101, Section 902 grant funding to launch the program. A late model vehicle designed to handle roll-off containers and a series of containers were purchased to equip and service the sites. Participating municipalities agree to maintain the drop-off locations and, utilizing the Authority's vehicle, transport the filled containers to a consolidation area located at the Cumberland County Landfill. Interstate Waste Services, (now Advanced Disposal) the owner/operator of the landfill, had personnel load the materials into 100 cubic-yard trailers and subsequently transports the materials to the Greenstar Materials

Recovery Facility in Allentown, Pa where the recyclables were sorted and processed for sale within domestic and global markets.

Since inception of the drop-off sites, many of the participating municipalities have fulfilled the most important goal of the County's program by shifting to curbside collection. Therefore, County no longer has any involvement in the drop-off recycling collection program.

YARD WASTE ASSISTANCE PROGRAM

The equipment necessary to process and cure the yard waste into a useable product is a considerable investment for a municipality. The Yard Waste Assistance Program was created by the Authority to address this problem. It is arguably the most long-standing program implemented by the Authority, surviving since 1994. Its purpose was to reduce the burden of costly individual purchases of seasonally used equipment that could be readily shared by multiple users. In addition, by making the equipment available, it was hoped that similar services could be launched in other communities. The program has been successful in both aspects. Since its inception, the County has invested 1.2 million dollars of Act 101, Section 902 grant funds into the purchase of equipment including: two windrow turners, two grinders, a trommel screen, and a top dresser.

FUNDING THE PROGRAM

It is estimated that the program has saved the participants over 5.5 million dollars in equipment expenditures. Each participating entity pays a nominal annual fee for the privilege of unlimited use of the equipment. Although the fee is intended to cover at least a portion of the maintenance costs, it does not provide sufficient financial support to operate or sustain the program. The County once covered the remaining annual operating expenses from monies generated from a fee imposed on Cumberland County municipal waste disposed or incinerated in designated facilities. Equipment replacement has been reliant on grant funding. Recent court rulings determined that Pennsylvania counties did not have statutory authority to impose such fees. Therefore, the primary source of revenue was eliminated. Currently, the County is drawing on its dwindling cash reserves to keep the program operational. At the same time, legislators have made hefty withdrawals from the Recycling Fund, which supports the Act 101

grants program used for equipment purchases. Deposits of disposal fees into the Fund continue to shrink based on lower disposal activity. Consequently, grants for future equipment purchases, if available, will be highly competitive and the amounts awarded will be considerably smaller than in the past.

FUTURE CHALLENGES AND CONCERNS

While the low user fee may seem attractive, participants should be made aware that it also places the long-term existence of the program in jeopardy. Such a fate would result in dramatic and immediate budgetary increases for municipalities. With limited avenues to generate supplemental revenue, the County will be unable to continue assuming the operational costs without depleting its cash reserves. Currently, with little to no money in a capital reserve fund, replacing end of life equipment in the absence of grants would be difficult, if not impossible, for the County. Advance planning and proactive adjustments of the cost sharing responsibilities would be a prudent step in avoiding future cost overruns and abandonment of the cooperative program. Recommendations for such adjustments will be discussed in Chapter 5.

HOUSEHOLD HAZARDOUS WASTE PROGRAM

When homeowners purchase common products to maintain their home and garden they give little thought to the fact that they contain hazardous materials. Items such as cleaning agents, pool chemicals, paints, herbicides and pesticides would be categorized as hazardous materials if found in an industrial setting. When these same materials are used in a residence they are classified as Household Hazardous Waste (HHW). Many of these materials may be ignitable and/or poisonous and therefore a serious health and safety hazard in homes especially to children and the elderly. They also pose threats to unsuspecting garbage collectors that are injured by chemical burns, explosions, etc. each year from HHW mixed in with municipal waste.

According to estimates by the Pennsylvania Department of Environmental Protection each person in Pennsylvania generates an average of four pounds of Household Hazardous Waste (HHW) each year. Therefore in Cumberland County, with a 2009 population of nearly 232,483 approximately 465 tons of HHW would be produced per year.

Because homeowners allow HHW to accumulate, primarily for anticipated future use, it is suspected that greater quantities exist in each home than the yearly estimates would suggest. Some studies project that the average household may have up to 16 pounds of HHW in storage.

LOCAL SOLUTIONS

Since 1998, cumulatively nearly 700 tons of HHW have been recovered at periodic drop-off collection events sponsored by the Cumberland County Recycling & Waste Authority. During these one-day events residents delivered HHW to a designated site where licensed hazardous waste transporters would package and transfer the material for processing. Historically, the number of vehicles delivering materials and the volume of materials received continued to increase to the point that events became difficult to manage with the Authority's limited personnel. In addition, because the County paid for the costs of the processing not covered by PADEP grant funding, the continued growth of the program has become costly.

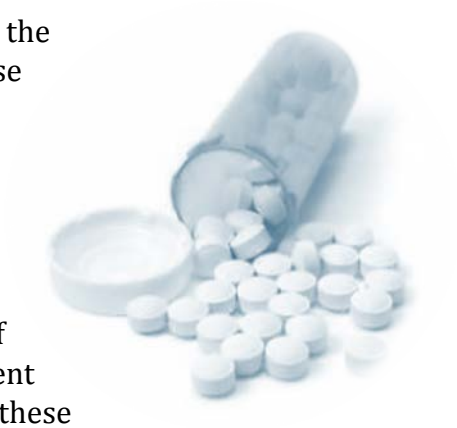
To alleviate the growing need for event personnel, the Authority is sponsoring a new HHW collection program, which provides service to residents directly at their doorstep. The program requires participants to obtain kits that include instructions and packaging to contain the HHW to be collected. The service provider assigns pre-arranged dates on which the packaged materials are to be placed outside for collection. Residents pay a small fee, which represents approximately 18% of the true cost for the kits. The remaining expense continues to be supported by PADEP grant funding and the Authority. Considering the Authority's current financial condition and the downward trend in all types of grant funding, residents could be asked to share a greater portion of the true costs in the future. Proactively increasing these rates gradually before the Authority can no longer cover the expense would be an easier transition than a sudden and major increase.

UNWANTED AND OUTDATED PHARMACEUTICAL COLLECTIONS

When pharmaceuticals are prescribed for a patient or bought by a person to treat a common illness (such as headaches, colds, etc.) they may not be fully consumed. Therefore significant quantities of pharmaceuticals go unused and remain in our homes. Waste pharmaceuticals include all types of over-the-counter and prescription pills, capsules, creams, liquids and aerosols. Sometimes patients do not take the intended dose. Others discontinue the medication when they are well. Over the counter products expire before they are consumed.

Unwanted pharmaceuticals can be a health risk when improperly ingested. They can also adversely affect water quality and aquatic life. The major contributor to the

presence of these substances in the environment is the use and actions of the consumers. Primarily, these substances are flushed into the environment through our sanitary sewer systems.



Storing unwanted medicines in the home poses other dangers. The Office of National Drug Control Policy notes that prescription medicines are the drug of choice among youth. Higher incidents of accidental deaths and a growing criminal element have resulted from the increasing illicit use of these medications. For all of these reasons, a greater focus is now on the need to collect and manage unwanted or unused pharmaceuticals.

COOPERATIVE VENTURE

The Cumberland County Recycling & Waste Authority hosted some of the first organized and controlled collection events for unwanted pharmaceuticals in Pennsylvania. The events were conducted under the supervision of licensed pharmacists and law enforcement officials. The popularity and success of the initial events spurred the Authority to collaborate with the Cumberland-Perry Substance Abuse Prevention Coalition, and Perry County Conservation District to expand the program. Sharing resources controls costs and reduces demands on volunteers and staff responsible for coordinating the events. Under the joint program, two events are held during the year in which, at no cost to residents of Cumberland and Perry Counties, unwanted and expired medications may be disposed of in a friendly and environmentally friendly manner. Currently, the program has deferred to the US DEA semi-annual drop-off program conducted in conjunction with local partnering police departments.

ELECTRONIC DISCARDS

Since 2001, the Cumberland County Recycling & Waste Authority has implemented a consumer electronics recycling program. In fact, the Authority's program was one of the first to be offered in Pennsylvania. A series of scheduled drop-off collection events allowed residents to deliver their consumer electronics to a designated location, where these items were consolidated and delivered to licensed processors. Table 4-6 demonstrates that participation in these one-day collection events and the amount of materials collected was significant. In spite of the popularity, or more accurately because of it, the Authority discontinued its consumer electronics recycling program. Based on increasing costs for transportation and processing,

coupled with an elimination of funding, the Authority was unable to sustain the program at no cost to the public.

TABLE 4-6 CONSUMER ELECTRONICS RECYCLING PROGRAM - TONS COLLECTED 2001-2009

Year	Number of Vehicles	Tons of Consumer Electronics
2001	1150	79.76
2002	760	49.63
2003	976	58.34
2004	1678	105.83
2005	1865	116.84
2006	1506	112.01
2008	1283	84.37
2009	1416	86.58
TOTALS:	**10,634**	**693.36**

With the advent of the Covered Device Recycling Act of 2010, manufacturers of certain consumer electronics are required to provide recycling programs for these items at no additional cost to residential consumers. Because manufacturers must meet recovery quotas in keeping with their market share sold or incur monetary penalties, there is great interest in securing and paying for the physical materials collected and the associated data. This has presented a potentially lucrative opportunity for Pennsylvania counties with the capabilities to coordinate and manage collection programs. The Cumberland County Recycling & Waste Authority is currently exploring its options and may soon consider re-launching this popular program. Alternatively, residents and business can use a host of private sector outlets, which are listed later in this chapter.

OUTREACH AND EDUCATION

An important function of the Cumberland County Recycling & Waste Authority is to promote sustainable waste management and pollution prevention practices. Through face to face engagement of students and adults in schools and civic

organizations, the Authority has succeeded in increasing local awareness and understanding of the issues. The staff ensures that Cumberland County citizens take full advantage of the programs and services offered by the Authority through efficient use of the local media, and widely distributed brochures and publications.

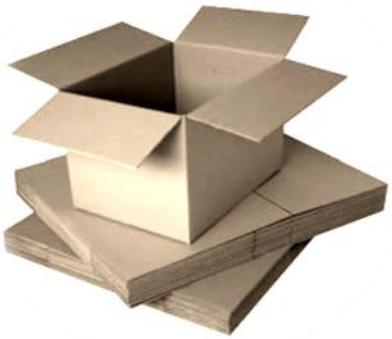
COMMERCIAL, INSTITUTIONAL & MUNICIPAL RECYCLING

In those Cumberland County municipalities, which are mandated to meet the requirements of Act 101, commercial, institutional, and municipal establishments, are required by ordinance to recycle. In other areas of the County, commercial recycling is strictly voluntary. Regardless of regulatory requirements, There is strong evidence that businesses have been prompted to recycle by other incentives and rewards. The reported commercial recycling data and an overview of performance is offered later in this chapter. Following is a descriptive narrative of the current level of activity.

BUSINESS RECYCLING

Clustered in the eastern portion of Cumberland County is the heart of commercial development. With easy access to the Interstate Highway system, warehousing and shipping interests are prevalent. Likewise, this region tends to host the largest conglomerate of chain stores, restaurants, and commercial offices.

Franchised chains often have corporate standardized waste and recycling collection requirements. These companies make recycling a part of their standard operating procedures. Because of this demand, containerized collection services are readily available from commercial haulers. Smaller businesses, which commonly find recycling to be cost prohibitive, have benefitted from competitive pricing and expanded service offerings due to their proximity to these collection routes.



The majority of cardboard generated and recycled is produced in large-scale retail establishments, like Wal-Mart, Lowe's, Target, and others. These retailers deliver recyclables to market through brokers or their own centralized corporate processing centers. The corporate incentive to recycle is based on cost cutting and revenue generation. Where store managers are evaluated on waste reduction accomplishments, recycling activities are tracked and monitored at each location. Cumberland County is responsible for reporting commercial recycling performance to the PADEP on an annual basis. Data received from corporate entities, haulers, businesses, and local municipalities is consolidated into a countywide report. These results are shown and analyzed later in this chapter.

RECYCLING IN GOVERNMENT FACILITIES

Most, but not all, government offices and facilities throughout Cumberland County recycle. Unfortunately, in the offices of state, and federal agencies and departments recycling efforts are inconsistent. Even when these offices and/or facilities may not be located within Act 101 mandated communities, recycling should be incorporated as a part of government's role in environmental stewardship. Municipal offices in non-mandated areas should also be encouraged to recycle for similar reasons. Expanding recycling programs in government facilities will be included as one of the goals shown in Chapter 5.

SCHOOL RECYCLING PROGRAMS

Cumberland County offers support to local schools with an interest in establishing a recycling program. The Recycling Coordinator can work with facility personnel to perform waste audits, set up classroom and lunchroom collection systems, and offer lists of haulers and processing outlets for the materials. In addition, the Recycling Coordinator can provide classroom or auditorium presentations on how to recycle properly along with the resulting benefits. Currently recycling programs are implemented in many of the public schools and nonpublic schools in Cumberland County. Nevertheless, many districts continue to dispose of large amounts of waste that could be recovered for recycling. As Pennsylvania school districts face drastic reductions in federal and state funding, school administrators should revisit their

waste collection and disposal contracts to determine how recovering potential recycling commodities might supplement school district funds. At a minimum, the avoided cost of disposal should be considered.

It has always been assumed that recycling in schools was a valuable opportunity to demonstrate the value of waste minimization and resource conservation to students. The potential to recover materials from school classrooms and other activities was never formally quantified until the results of a project initiated by The Minnesota Pollution Control Agency were published in 2010. Prior to that, while recycling was promoted, no concrete data existed that enabled school administrators and/or recycling program managers to project the impact of such efforts. The Minnesota study, *Digging Deep Through School Trash*, provided one of the first comprehensive analyses of the composition of waste generated at public schools. The project tracked waste produced at elementary, intermediate and high schools. It identified and quantified its components through physical sorts.

The findings revealed that on average, schools generate approximately .50 pounds of waste per student per day. Elementary schools generate slightly less and high schools generate slightly more. Based on the findings, it was predicted that at least 28% of the material generated in schools could be recovered for recycling. An even higher estimate was provided when the potential for composting organic material was considered.

Table 4-7 shows the anticipated material recovery in Cumberland County public school districts if each performed at the same rate as the Minnesota study. Based on those estimates, more than 362 tons of material could be recovered for recycling annually. Cumberland County also has a significant number of students enrolled in private and nonpublic schools. Recycling is equally important in these institutions. Table 4-8 shows the potential for material recovery in private and nonpublic schools based on the results of the Minnesota study. The estimates indicate that these facilities could recover nearly 46 tons per year.

TABLE 4-7 POTENTIAL RECOVERY FOR PUBLIC SCHOOL RECYCLING PROGRAMS

School Name	Enrollment	MSW Tons Per Year	Recycling Tons Per Year
	Big Spring School District		
Big Spring High School	989	44.51	12.46
Big Spring Middle School	722	32.49	9.10
Mount Rock Elementary School	276	12.42	3.48
Newville Elementary School	340	15.30	4.28
Oak Flat Elementary School	416	18.72	5.24
District Total	**2743**	**123.44**	**34.56**
	Camp Hill School District		
Camp Hill Middle School	286	12.87	3.60
Camp Hill Senior High School	367	16.52	4.62
Hoover Elementary School	257	11.57	3.24
Schaeffer Elementary School	262	11.79	3.30
District Total	**1,172**	**52.74**	**14.77**
	Carlisle School District		
Bellaire Elementary School	409	18.41	5.15
Carlisle Area High School	1,493	67.19	18.81
Crestview Elementary School	487	21.92	6.14
Hamilton Elementary School	342	15.39	4.31
Lamberton Middle School	524	23.58	6.60
Letort Elementary School	243	10.94	3.06
Mooreland Elementary School	300	13.50	3.78
Mt Holly Springs Elementary School	253	11.39	3.19
North Dickinson Elementary School	202	9.09	2.55
Wilson Middle School	529	23.81	6.67
District Total	**4,782**	**215.19**	**60.25**
	Cumberland Valley School District		
Cumberland Valley High School	2,525	113.63	31.82
Eagle View Middle School	929	41.81	11.71
Good Hope Middle School	920	41.40	11.59
Green Ridge Elementary School	435	19.58	5.48
Hampden Elementary School	641	28.85	8.08
Middlesex Elementary School	365	16.43	4.60
Monroe Elementary School	318	14.31	4.01
Shaull Elementary School	557	25.07	7.02
Silver Spring Elementary School	478	21.51	6.02
Sporting Hill Elementary School	538	24.21	6.78
District Total	**7,706**	**346.77**	**97.10**

TABLE 4-7 POTENTIAL RECOVERY FOR PUBLIC SCHOOL RECYCLING PROGRAMS (CONTINUED)

School Name	Enrollment	MSW Tons Per Year	Recycling Tons Per Year
	East Pennsboro Area School District		
East Pennsboro Area Middle School	844	37.98	10.63
East Pennsboro Area Senior High School	882	39.69	11.11
East Pennsboro Elementary School	577	25.97	7.27
West Creek Hills Elementary School	533	23.99	6.72
District Total	**2,836**	**127.62**	**35.73**
	Mechanicsburg School District		
Broad Street Elementary School	241	10.85	3.04
Elmwood Elementary School	379	17.06	4.78
Kindergarten Center at Filbert St	251	11.30	3.16
Mechanicsburg Area Senior High School	1,193	53.69	15.03
Mechanicsburg Middle School	853	38.39	10.75
Northside Elementary School	213	9.59	2.68
Shepherdstown Elementary School	222	9.99	2.80
Upper Allen Elementary School	351	15.80	4.42
District Total	**3,703**	**166.64**	**46.66**
	Shippensburg Area School District		
Grace B Luhrs University Elementary School	123	5.54	1.55
James Burd Elementary School	446	20.07	5.62
Nancy Grayson Elementary School	453	20.39	5.71
Shippensburg Area Middle School	787	35.42	9.92
Shippensburg Area Senior High School	1,075	48.38	13.55
Shippensburg Intermediate School	516	23.22	6.50
District Total	**3,400**	**153.00**	**42.84**
	South Middleton School District		
Boiling Springs High School	748	33.66	9.42
Iron Forge Educational Center	332	14.94	4.18
W.G. Rice Elementary School	624	28.08	7.86
Yellow Breeches Middle School	502	22.59	6.33
District Total	**2,206**	**99.27**	**27.80**
	West Shore School District		
Allen Middle School	489	22.01	6.16
Cedar Cliff High School	1,280	57.60	16.13
Highland Elementary School	482	21.69	6.07
Hillside Elementary School	434	19.53	5.47
Lemoyne Middle School	398	17.91	5.01
Lower Allen Elementary School	170	7.65	2.14
New Cumberland Middle School	355	15.98	4.47
Rossmoyne Elementary School	178	8.01	2.24
Washington Heights Elementary School	361	16.25	4.55
District Total	**1,064**	**47.88**	**13.41**

TABLE 4-8 POTENTIAL RECOVERY FOR PRIVATE AND NONPUBLIC SCHOOL RECYCLING PROGRAMS

School Name	Enrollment	MSW Tons Per Year	Recycling Tons Per Year
Al-Huda	16	0.72	0.20
Best Friends Day Care Center	22	0.99	0.28
Bible Baptist School	360	16.20	4.54
Blue Ridge Mennonite	36	1.62	0.45
Carlisle Christian Academy	127	5.72	1.60
Center for Orthodox Christian Education	7	0.32	0.09
Chestnut Grove Parochial School	20	0.90	0.25
Childrens Garden of St John's Lutheran Church	25	1.13	0.32
Christian School of Grace Baptist Church	107	4.82	1.35
Emmanuel Baptist Christ Academy	101	4.55	1.27
Good Shepherd School	285	12.83	3.59
Harrisburg Academy	359	16.16	4.52
Hickory Lane School	19	0.86	0.24
Hidden Valley School	28	1.26	0.35
McKinney School	15	0.68	0.19
Meadow Run School	25	1.13	0.32
Middle Run Parochial School	18	0.81	0.23
Mountain View School	27	1.22	0.34
Oak Grove Parochial School	27	1.22	0.34
Oakwood Baptist Day School	12	0.54	0.15
Quarry Hill School	21	0.95	0.26
Rocky View Parochial School	38	1.71	0.48
Running Pump Rd Parochial School	39	1.76	0.49
Shady Lane Amish School	32	1.44	0.40
South Mountain Parochial School	24	1.08	0.30
Spring Hill Parochial School	25	1.13	0.32
St Joseph School	403	18.14	5.08
St Patrick School	319	14.36	4.02
St Theresa School	413	18.59	5.20
Trinity High School	691	31.10	8.71
Private and Nonpublic Total	**3,641**	**163.85**	**45.88**

DICKINSON COLLEGE

Faculty and students at Dickinson College enjoy a campus culture that focuses on sustainable living practices. The school incorporates these initiatives into its operations, curriculum and overall student experience.

RECYCLING

The recycling program at Dickinson was launched in 1991 as a student driven project. The only material collected was aluminum cans. Today, recycling efforts are a joint venture of facilities maintenance, housekeeping and grounds personnel along with the student body. Recycling containers are available in public facilities campus wide. A broad spectrum of materials are recycled including: tin, aluminum, glass of any color, plastics, paper, cardboard, yard waste and motor oil.

COMPOSTING PROGRAM

In 2009, the Dickinson composting program was the recipient of the Governor's Award for Environmental Excellence. On a daily basis, nearly 700 pounds or 50 percent of the food waste from the campus dining halls is delivered to the College Farm in South Middleton Township. There it is processed into compost and utilized in the organic farming. In addition to the food waste, grass clippings and fall leaves are also composted at the site. This program represents a savings of up to $8,000 annually based on the avoided cost of disposal.

COMMUNITY BIODIESEL PROJECT

A win-win partnership exists between local restaurants and Dickinson College. As part of a student-run initiative, the program utilizes waste vegetable oil from the restaurants' kitchens to fuel campus facilities and equipment. The project is a good illustration of Dickinson's commitment to teaching students sustainable practices. Creating biodiesel from waste makes responsible use of existing waste products and offers students first-hand experience with this technology.

MESSIAH COLLEGE

Messiah College is situated on 471 acres of land just outside of Grantham. The Christian based school has an active environmental program, which it considers an essential part of its curriculum. Recycling containers are prevalent throughout the campus in public facilities and student housing. The school recycles cardboard, plastic, glass and metal food and beverage containers, mixed paper, and other types of plastic. In 2010, a densifier was installed on campus so that styrofoam containers used in dining operations could be melted into pellets for recycling.

WASTE WATCHER AWARD

Messiah College was among the recipients of the 2009 Waste Watcher Awards presented to the state's most outstanding recycling programs. Sponsored by the Professional Recyclers of Pennsylvania, Pennsylvania Waste Industries Association, and the Keystone Chapter of the Solid Waste Association of North America the Waste Watcher Awards program recognizes those recycling, waste reduction, reuse and composting programs in Pennsylvania that have exhibited exemplary performance.

ORGANICS

The college participates in the Cumberland County Recycling & Waste Authority's Yard Waste Assistance Program. Leaves, grass clippings, logs and branches resulting from grounds maintenance are collected and processed into valuable products. With equipment on loan from the Authority's program, the grounds crew creates compost from the leaves and grass clippings. The larger items resulting from tree maintenance are chipped into mulch. Both products are used in landscaping applications and/or on trails and walkways throughout the campus. This practice saves the College the cost of purchasing commercial landscaping supplies.

EVENT RECYCLING

*Creation Northeas*t is one of the two largest festivals of its kind in the nation. For four days in June, tens of thousands of people come together at this annual Christian music festival at Agape Farm in Mount Union, Pennsylvania. Large quantities of food and beverage containers are generated which were not being recycled at the event until 2008. At that time, representatives from Messiah College initiated a recycling program at the campground. Festival attendees were recruited to bring recycling back to the Messiah College booth and Messiah staff monitored and emptied

recycling containers in the food vendor area. More than 61,250 bottles and cans were collected in this first attempt.

RECYCLEMANIA

Messiah College has been an ongoing participant in Recycle Mania, a nationwide effort to inspire recycling and waste minimization efforts on college campuses, sponsored by the College and University Recycling Council (CURC), the USEPA, and administered by Keep America Beautiful. For an eight-week period, beginning in early February and running parallel to the NCAA basketball tournament, colleges and universities take part in an exciting competition that increases recycling participation by students and staff. The most recent 2011 competition included 630 colleges representing 49 states and 4 Canadian provinces. Over 7.5 million students and staff participated. Collectively 91 million pounds of recyclables and organic materials were recovered.

In 2011, for recycling performance during the competition, nationally Messiah was ranked:

32nd for recycling 3.12 pounds of bottles & cans per capita;

72nd for recycling 5.19 pounds of cardboard per capita;

77th for recycling 5.21 pounds of paper per capita;

113th for recycling 13.52 total pounds per capita

A GOODWILL MOVE

Anybody that has ever experienced the semester transitions of residents in student housing on and around college campuses, understands the volume of discarded items that are generated. The past practice at Messiah was to stage numerous dumpsters for students to dispose of items such as clothing, furniture, televisions, lamps, microwaves, dishware, cooking utensils and more. The college realized that most of these items were still useful and had resale value for other households. To minimize waste and provide much needed resources to a local nonprofit, Messiah currently partners with Goodwill Industries. Trailers provided by Goodwill are set-up near residence halls. Students brought gently used or easily repairable items to the collection site. To enhance the efforts, nonperishable foods are collected for a local food bank.

SHIPPENSBURG UNIVERSITY OF PENNSYLVANIA

Shippensburg University has a comprehensive recycling program that recovers aluminum cans, glass bottles, plastic containers, corrugated cardboard, paper, and newspaper. In addition, appropriately labeled recycling containers are found in every building on campus. The University also provides recycling bins for the community, which are located in the parking lot of the Steam Plant on North Prince Street. Although Shippensburg once competed in Recycle Mania, the school reported no data to the competition for the past few years.

FOOD WASTE MINIMIZATION

Over 6,500 meals are served each day in the Shippensburg University campus. If poorly managed, food services have the potential to generate the most significant quantities of waste at the University. To combat this problem, the University has initiated a number of programs aimed at minimizing waste and diverting it from disposal.

PROJECT CLEAN PLATE.

Established in 1992, the program encourages students to exercise portion control when selecting meals. Since the program's inception, dining halls have reported a 2-3 percent decrease in disposal. A perfect complement to a program that promotes taking smaller portions is the introduction of trayless service at buffets and salad bars. The elimination of large food service trays makes it more challenging for students to carry more food than can be consumed to their tables. It is estimated that this simple change can produce a 2500 pound decrease in food waste per week from a dining hall. At other colleges and universities implementing this combination of programs, as much as a 60% reduction in waste has taken place.

FROM THE KITCHEN TO THE KILN

Since 2006, the Shippensburg University Art Department has been collecting all of the dining halls waste vegetable oil to convert it into biodiesel fuel. The recycling of waste oil saves the dining services $600 annually. It is estimated that the oil renders nearly 3,000 gallons of biodiesel per year. The Art Department benefits directly from the converted waste oil fuel. To support their projects, ceramic department students helped to design and build a biodiesel-fueled burner system to fire a 30 cubic foot ceramics kiln.

VOLUNTEER EFFORTS

Some of the recycling opportunities, which are made available in the County, are the result of volunteer efforts. A primary example is the program conducted by the New Hope Recyclers. This volunteer group operates a drop-off collection site at the Hopewell Township Municipal Building in Newburg. Collections are held from 8:00 a.m. to noon on the first Saturday of every month and are open to all who wish to participate.

PRIVATE SECTOR RECYCLING SERVICES

The County, the Authority and the municipalities, in the form of ordinances, regulations and contractual arrangements, create the environment in which recycling opportunities can be made available to residents and businesses. However, for the most part, the actual collection, processing and marketing of recyclables falls into the hands of private businesses that operate in and around Cumberland County. Table 4-9 shows the companies that provide traditional recycling collection services to Cumberland County residents and businesses. Table 4-10 lists the private sector outlets located within the County along with the types of materials that are accepted.

TABLE 4-9 TRANSPORTERS FOR RESIDENTIAL AND COMMERCIAL RECYCLING

Recycling Transporter	Location
Interstate Waste Services (now Advanced Disposal)	620 Newville Road Newburg, PA
Independent Environmental Services, Inc	PO Box 399 Scotland, PA
Penn Waste	PO Box 3066 York, PA 17042
Waste Management of Central PA	4300 Industrial Park Road Camp Hill, PA
Waste Management of Greencastle	9446 Letzburg Road Greencastle, PA 17225
York Waste Disposal	1110 E. Princess Street PO Box 1401 York, PA 17405

Table 4-10 Private Sector Outlets for Hard to Recycle Materials Cumberland County

Business Location	Materials Collected
Aero Energy 910 Newville Road, Carlisle, PA 17013 717-249-2021	Propane Cylinders
Aero Energy 230 Lincoln Way New Oxford, PA 17350 717-624-4311	Propane Cylinders
Agway Carlisle Country Living 520 East North Street Carlisle, PA 17013 717-243-4312	Propane Cylinders
Agway Davis Country Living 45 West Allen Street Mechanicsburg, PA 17055 717-766-4726	Propane Cylinders
AT&T Wireless 3588 Capital City Mall Drive Camp Hill, PA 17011 717-730-9950	Cell Phones
AT&T Wireless 40 Noble Blvd Carlisle, PA 17013 717-240-2990	Cell Phones
Carlisle Electronics & Appliance Center 1060 Harrisburg Pike Carlisle, PA 17013 717-249-7822	Freon Containing Devices
EnviroProducts PO Box 15 Dillsburg, PA 17019 717-732-3778	Pallets, Clean Wood
H&H Excavating PO Box 141 Spring Grove, PA 17362 717-225-4669	Hardwood, Clean Wood, Yard Waste
Home Depot 1013 S Hanover Street Carlisle, PA 17013	Compact Fluorescent Light Bulbs Rechargeable Batteries
Isco Systems 3177 Biglerville Road Biglerville, PA 17307 717-677-9535	Pallets

Business Location	Materials Collected
Lowe's 850 East High Street Carlisle, PA 17013 717-258-7700	Compact Fluorescent Light Bulbs Rechargeable Batteries
Lowe's 5500 Carlisle Pike Mechanicsburg, PA 17050 717-610-9230	Compact Fluorescent Light Bulbs Rechargeable Batteries
Lowe's 250 South Conestoga Drive Shippensburg, PA 17257 717-530-3701	Compact Fluorescent Light Bulbs Rechargeable Batteries
Marvin's Repair 9917 Sporting Hill Rd Orrstown, PA 17244 717-530-1858	Freon Containing Devices
Precision Wireless Inc 200 South Spring Garden Street Carlisle, PA 17013 717-960-0033	Cell Phones
Precision Wireless Inc 125 Gateway Drive Mechanicsburg, PA 17050 717-796-2411	Cell Phones
Radioshack 431 Carlisle Plaza Mall Carlisle, PA 17013 717-243-0737	Cell Phones
Sprint PCS 4830 Carlisle Pike Mechanicsburg, PA 17050 717-737-4811	Cell Phones
Tanger's Appliances 1456 Trindle Rd Carlisle, PA 17013 717-249-7143	Freon Containing Devices
Target 246 Westminster Drive Carlisle, PA 17013 717-243-3887	Cell Phones
Target 6416 Carlisle Pike Mechanicsburg, PA 17050 717-796-5780	Cell Phones
T-Mobile 5411 Carlisle Pike Mechanicsburg, PA 17050 717-796-6043	Cell Phones

Business Location	Materials Collected
Verizon Wireless 6560 Carlisle Pike Mechanicsburg, PA 17050 717-796-8200	Cell Phones
W.E. Appliance Service 5 W Locust St Mechanicsburg, PA 17055 717-697-8526	Freon Containing Devices
Waste Management 4300 Industrial Park Road Camp Hill, PA 17011 800-869-5566	Fluorescent Tubes, Bulbs, Ballasts Prepaid Kits
Wireless World 90 East High Street Carlisle, PA 17013 717-258-1300	Cell Phones

PERFORMANCE STANDARDS

When advertisers, sportscasters, or economists discuss the value of something, they include certain statistics. For automobiles, the criteria might be miles per gallon. For a baseball pitcher it might be earned run average. Finally, for stocks and bonds it is return on investment. These terms are successful in illustrating the stature of the individual or importance of the subject because the metrics are widely recognized. Therefore, the measurements are easy to compare and rank. Similar metrics exist to evaluate waste management and recycling program performance.

In 1986, the USEPA first commissioned a project to research the source and disposition of waste generated in the United States beginning with historical data from 1960 and thru 1986. *The Characterization of Municipal Solid Waste in the United States* was prepared and has been updated over the course of years by Franklin Associates LTD., of Prairie Village, Kansas. Currently entitled *Municipal Solid Waste in the United States Facts and Figures,* it is also commonly referred to as "The Franklin Study." The report does not specifically address local and regional variations in the waste stream. However, the data in the report is considered reliable enough to develop estimates for planning purposes. Not included in the Franklin figures are materials that also may be disposed in landfills but are not generally considered MSW, such as construction and demolition materials, municipal wastewater treatment sludges, and non-hazardous industrial wastes such as coal ash, slag, etc.

The USEPA recognized that if worthwhile discussions and analyses of waste generation, composition and recycling were to occur, it was important to establish a common ground. This would allow for meaningful and accurate comparisons and interpretations of available data. Therefore, the USEPA requested that all state regulatory agencies use the same criteria in reporting waste generation and recovery rates. Uniformity in format and content is essential in establishing realistic recycling goals and evaluating the true performance of recovery programs. Pennsylvania counties are instructed to use the USEPA methodology in calculations and estimates for reporting purposes. Many of the assumptions in the USEPA formulas that are utilized in these reports have been derived from the findings of Franklin Associates.

In spite of concerted efforts to institute universal reporting practices, a review of data management procedures in Pennsylvania counties and municipalities confirms the suspicion that information is gathered, organized and in many cases manipulated before it is reported in the fashion required by PADEP.

Local recycling program managers are commonly tempted to report every conceivable material that has been diverted from disposal. These figures might make the overall recycling rate look impressive, but they inflate and distort the data meant to serve as indicators of a local operation's strengths and/or weaknesses.

Certainly scrap dealers and brokers account for major volumes of recovered resources. In addition, manufacturers that salvage pre-consumer materials recovered during industrial/commercial processes contribute to significant waste diversion. Most of these activities and operations occur apart from and pre-date the implementation of organized municipal recycling programs and mandates. Consequently, they have nothing to do with the performance of a residential curbside or drop-off recycling collection program. Neither do they reflect the efforts of retail, office and other commercial and institutional establishments.

To present a true picture of local performance, the focus of a municipal waste management plan should be only those programs and efforts under the operational control or regulatory direction of a county or municipality. The Cumberland County Municipal Waste Management Plan follows that philosophy. The data presented in the narratives and tables represent materials commonly found in residential and commercial recycling programs. For example, the Plan will address glass bottles and jars rather than consider windows, plate glass or ceramics that might have been recovered. Instead of measuring all plastics in general, the Plan is concerned with plastics primarily found in bottles, jugs and other forms of packaging. By targeting specific components of the municipal waste stream, the analysis can establish a true comparison of one program to another and between local and national results. Most importantly, in a comparison to national trends anomalies and quirks immediately surface pointing to the need for added investigation. Although experience teaches us that reporting errors create most of the unexpected results, it is common for operational flaws, opportunities for cost savings and/or sources of revenue generation to be revealed.

Table 4-11 Annual Tons of Reported Materials Recycled 2009 and 2010

	2010			2009		
Material	Total	Residential	Commercial	Total	Residential	Commercial
Aluminum cans	79.6	4.1	75.5	7	2.4	4.6
Battery: lead-acid	175.4	0	175.4	50.9	0	50.9
Clothing/textiles	0	0	0	0	0	0
Commingled materials	953.8	296.3	657.5	1916.9	557	1359.9
Consumer electronics	521.2	0	521.2	96.5	86.6	10
Food waste	1314.5	0	1314.5	967.6	0	967.6
Furniture & furnishings	0	0	0	0	0	0
Glass: mixed	19.1	0	19.1	794.3	0	794.3
Paper: brown bags & sacks	0	0	0	0	0	0
Paper: cardboard	16756.7	0	16756.7	18513.4	1.8	18511.5
Paper: computer	0	0	0	0	0	0
Paper: magazine	5.1	0	5.1	260.1	0	260.1
Paper: mix	422.1	4.5	417.6	443.4	0.7	442.7
Paper: newsprint	266.4	59.2	207.2	224.7	42.4	182.3
Paper: office paper	1335.5	0	1335.5	1591	0	1591
Paper: phone books	0	0	0	17.2	0	17.2
Plastic: film	165.8	0	165.8	186.1	0	186.1
Plastic: HDPE	9.4	0	9.4	6	0	6
Plastic: LPDE	0	0	0	18	0	18
Plastic: mixed	285.8	0	285.8	170.9	0	170.9
Plastic: other	91.6	0	91.6	7	0	7
Plastic: PET	0.7	0	0.7	1.7	0	1.7
Rubber tires	942.4	0	942.4	0.7	0	0.7
Steel & bimetallic (tin) cans	0	0	0	106.7	0	106.7
White goods	0	0	0	6.4	6.4	0
Wood waste	15755.5	15398	357.6	19484.5	15926.2	3558.3
Yard and leaf waste	10937	10891	46	10404	10404	0
Single stream	19357.1	15140.3	4216.8	16260.5	15121.3	1139.2

LOCAL RESULTS

This section reviews the combined total of the recycling efforts, which have been reported in Cumberland County. It accounts for materials reported from residential and commercial sources. It includes materials collected at the curb and at known drop-off locations. The overall performance of recycling activities is compared to national figures. A discussion of possible additional recyclable materials that may be considered in expanding the program is also provided.

Over the years, the USEPA series of published updates to the Franklin Study has reflected changes in generation and recovery trends. As actual data becomes available, the agency points out conflicts that might exist with predictions made in previous versions. Therefore, care must be taken to ensure that planning projections utilize the trends reflected in the version date consistent with the year of the locally reported population and data.

Table 4-11 presents the recycled materials reported for 2009 and 2010 for Cumberland County. Although data is shown for most of the individual materials listed, substantial quantities are reported as either Single Stream or Commingled. Therefore, to compare Cumberland County's performance to the national data, some adjustments to the reported data are required.

ADJUSTING FOR COMMINGLED AND SINGLE STREAM COMPOSITION

In commingled programs, aluminum, glass and plastic containers, cans, bottles, jars, and jugs are collected and transported together in the same compartment of the vehicle's body. If paper and cardboard are included in the program, they are sorted and collected in a separate compartment or a separate vehicle. Single stream programs collect all of the plastic, glass and metal cans, bottles and jugs, as well as all of the paper mixed together in the body of the vehicle. These terms are often erroneously interchanged and misapplied.

To more accurately compute the total amount for each individual material recovered, it was necessary to redistribute the "Single Stream" or "Commingled" quantities reported on Table 4-10. To accomplish this, the materials, commonly accepted in local collection programs were identified. Then the common distinction between "Single Stream" and "Commingled" collection programs was used to evaluate the validity of certain data. Finally, the relative proportions of the materials recovered nationally in 2009 according to the USEPA were applied. This data compared favorably to published studies that were conducted in the same general time frame to determine the composition of inbound and actual recovered material at single stream facilities. It is important to note that with the ever-changing make-up of the municipal waste stream, similar studies conducted in 2012 may yield slightly different results.

A quick survey of local haulers operating in Cumberland County and the facilities used for processing confirmed that single stream recycling was the service norm in 2009 and 2010. Therefore, in instances where Cumberland County municipalities reported commingled

materials, but reported little or no source separated quantities of newsprint, it was presumed that reported material was actually single stream. The amount of cardboard expected to be found in the single stream was adjusted to 10% of the overall relative quantity. This accounts for the fact that approximately 90% of the total cardboard is source separated and recycled commercially and not through residential single stream collection programs.

RECYCLING SCORECARD

To determine the impact of Cumberland County's combined recycling efforts, its 2009 municipal waste generation and recycling recovery rates were compared to national figures based on the USEPA's Franklin Study data for 2009, the most current available at the time of the analysis. Table 4-12 and Table 4-13 present the results of an exercise, which compared the national figures to Cumberland County based on population. The items listed are actually products that may be comprised solely of one material. For instance, a magazine is made of paper. Alternately, some products such as major appliances may contain a variety of materials- plastic, glass and several types of metal. Because the data collected in recycling programs most often refers to these "products" as "materials," we have chosen to categorize all of them as such in the tables, regardless of the simplicity or complexity of the composition.

GUIDELINES FOR INTERPRETING THE TABLES

For readers to understand more clearly the contents and findings shown in Table 4-12 and Table 4- 13 descriptions are provided for the items listed in each column.

Column Material - Materials reportedly included in residential and commercial recycling programs by one or more Cumberland County sources.

Column Expected Generated - Total amount of each material expected to be generated in Cumberland County in 2009, based on national averages.

Column Expected Disposed - Total amount of each Cumberland County material expected to be disposed in 2009, based on national averages.

Column Expected Recovered – Total tons of each material expected to be recovered if Cumberland County performed similarly to the national averages for the level of population and types of materials collected.

Column Reported Recovered - The total reported tons of each material recovered by all Cumberland County sources. In Table 4-12 the quantities reported were adjusted to account for single stream/commingled collection & processing. In Table 4-13 no adjustments were necessary.

Column % of Expected –The final column shows Cumberland County's recovery performance as a percentage of the national norm. As shown, recovered amounts are close to average. A notable exception is wood waste. Comments on the findings are provided later in this chapter.

Table 4-12 includes the materials traditionally found in residential and commercial recycling collection programs. Table 4-13 represents items that are recyclable and commonly collected, but which may not be included in the recycling programs of every community.

Table 4-12 Cumberland County Traditional Recycling Performance vs. National Trends 2009

Material	Expected Total Tons Per Year Generated	Expected Total Tons Per Year Disposed	Expected Total Tons Per Year Recovered	Reported Total Tons Per Year Recovered Adjusted for Single Stream	% of Expected
Glass Containers	7,315	5,043	2,272	2648.4	**116.6%**
Aluminum Cans	1,392	872	523	443.2	**84.7%**
Bi Metal Cans	1,469	499	970	906.5	**93.5%**
Plastic #1 thru #7	9,490	8,187	1,302	1250.9	**96.1%**
Plastic #1 and #2	2,523	1,810	711	553.1	**77.8%**
Newspaper	5,875	697	5,181	4,478.2	**86.4%**
Magazines	1,099	507	592	750.9	**126.8%**
Mixed Paper	7382	746	6636	5605.9	**84.5%**
Office-type Papers	4,074	1,051	3,022	4063	**134.5%**
Corrugated Boxes	20,591	3,854	16,736	19,894.8	**118%**
Folding Cartons	3,770	1,886	1,886	0	**0%**
Bags and Sacks	690	349	341	0	**0%**
Subtotal Traditional Items:	**63,148**	**25,922**	**37,226**	**34,792.8**	**93.46%**

Table 4-13 Cumberland County Alternative Recycling Performance vs. National Trends 2009

Material	Expected Total Tons Per Year Generated	Expected Total Tons Per Year Disposed	Expected Total Tons Per Year Recovered	Reported Total Tons Per Year Recovered	% of Expected
Textiles	7,807	6,702	1,104	0	**0%**
Carpeting	2,613	2,409	203	0	**0%**
Furniture	7,474	7,466	8	0	**0%**
Rubber Tires	3,582	2,317	1,265	0.7	**0.1%**
Batteries	2,121	90	2,029	0	**0**
Major Appliances	2,848	946	1,899	6.4	**0.3%**
Small Appliances	1,234	1,152	85	0	**0%**
Consumer Electronics	2,415	1,960	454	96.5	**21.3%**
Other Misc. Durables	13,032	12,797	235	0	**0**
Yard Waste	25,140	10,071	15,069	10,404	**69%**
Steel Drums	256	85	174	0	**0**
Wood Packaging	7,603	5,915	1,688	19,484.5	**1154%**
Food Scraps	25,967	25,322	645	0	**0%**
Subtotal Alternative Items:	**102,092**	**77,232**	**24,858**	**29,992.1**	**120.6%**

UNDERSTANDING THE RATINGS

A rating is shown for each material. It does not represent the percentage of the total materials recovered, or what is often known as the recycling rate. Rather, it shows whether Cumberland County's performance is average (100%), better than average (more than 100%) or worse than average (less than 100%) for each material.

In 2009, the Franklin Study estimated that 242.96 million tons per year of municipal solid waste (MSW) was generated in the United States. Of this, an estimated total of 82.02 million tons per year were recovered; a national rate of 33.8%, which is close to the targeted goal of 35% recovery for Pennsylvania. Therefore, a comparison of the County's performance to the national norm, can demonstrate to what degree it has attained Pennsylvania's goal.

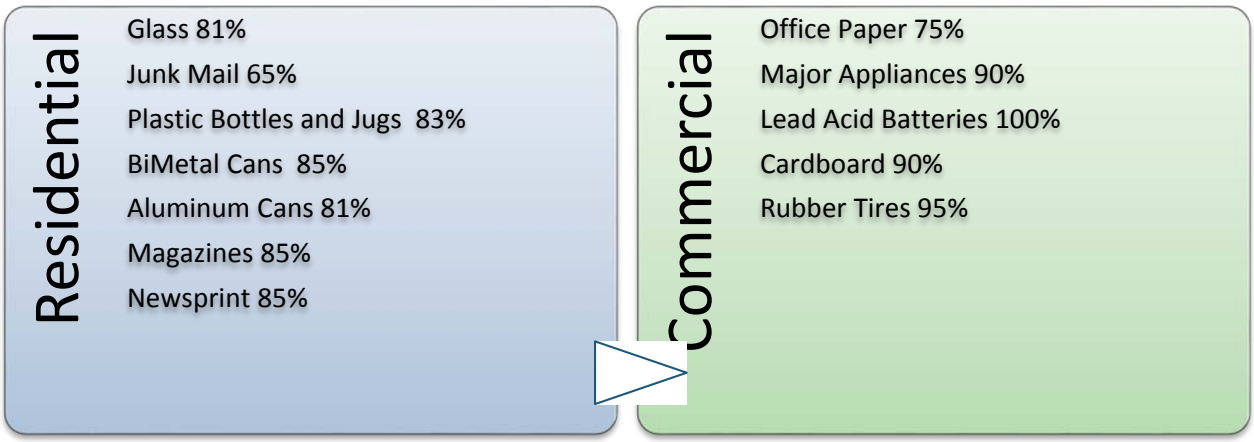
It is important to remember that each material is recovered at a different rate. It is the cumulative total recovery of all tons of materials, which are typically accepted in municipal recycling programs, that determines the national rate and the state's goal.

DIFFERENTIATING THE SOURCES OF

Municipal solid waste consists of everyday items such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, and batteries. It is generated by both residences and commercial entities. Several items are considered primarily generated and recycled from residential sources, such as newspapers, magazines, cans, bottles and jars. On the other hand, office paper and cardboard are primarily found in commercial locations. Therefore, when recycling goals are elevated; the types of materials required are increased; and programs must be expanded; it is valuable to know which outlets to target to attain the best results.

Figure 4-3 shows a breakdown of materials primarily generated and thus recovered in the greatest quantities by residential and commercial sources.

FIGURE 4-3 PERCENT OF EACH TARGETED MATERIAL GENERATED BY PRIMARY SOURCE



For some of the materials shown on Tables 4-12 and 4-13 the true recovery may exceed the recorded results. Substantial quantities may be recycled through means other than those commonly captured in the County's reports. For example, considerable amounts of major appliances (white goods and electronics), tires, and rechargeable batteries are normally recycled directly by commercial entities. It is reasonable to expect that not all of these materials are faithfully reported. These items are often returned to commercial sources when new replacements are purchased by consumers. So although one may argue that these items could be associated with residential activities, the point of recovery results in them being categorized from commercial generators by USEPA.

LEARNING FROM THE DATA

Detailed descriptions of the national generation and recovery trends for each material shown previously in Tables 4-11 and 4-12 are contained in the following narratives. Local expected and reported results are also included. General observations and comments are offered when anomalies in the reported data exist, when certain practices result in exceptional performance, and/or when the need for improvements should be noted.

MATERIALS COMMONLY COLLECTED IN MUNICIPAL RECYCLING PROGRAMS

Certain materials tend to be included in municipal recycling programs. Many of these are generated almost exclusively by residential sources while others are almost always found in commercial establishments.

GLASS

Roughly 31.1% or 3 million of the 9.6 million tons of clear and colored glass containers generated in the United States in 2009 were recovered. Glass containers constituted about 3.98% of the total municipal waste generated. Residential sources account for about 81% of the glass containers generated. Based on the population of Cumberland County in 2009, it is estimated that 7,315 tons of waste glass containers were generated. If recycled at the national recycling rate, about 2,272 tons would be recovered. The County's recycling reports indicate the quantity of glass recycled in 2009 was estimated to be 2,648.4 tons, about 116.6% of the national norm. All of the glass was reported from commercial sources. A portion was reported source separated but the majority of the estimated glass is assumed to be in the single stream collection.

Comments & Observations – It is interesting that glass recovered in Cumberland County is slightly higher than the national norm for 2009. Single stream recycling is prevalent throughout the County. This process is often criticized for glass breakage, which produces a mixed cullet difficult for glass container manufacturers to reintroduce back into the process. There are other uses for the cullet, such as abrasives, aggregate, septic systems, filtration and alternate daily cover for landfills. Recycling purists disapprove that these methods, which are not a closed loop process that returns the material back into to a bottle, or jar, are credited as recycling. Proponents dismiss this view and argue that the mixed cullet replaces a virgin material in all of those scenarios and thus meets one of the most important criteria of recycling. It should be noted that the source separated recovered glass container tonnage for 2009 was reported from commercial sources. This is an indication that glass from bars and restaurants was still being collected separately at that time. In 2010 source separated glass reported from commercial sources virtually disappeared, which could mean that single stream recycling is now utilized for all sources or that individual glass containers are slowly disappearing from use in bars and restaurants.

ALUMINUM

Aluminum containers constituted 0.76% of the total municipal waste generated with a national recovery rate of 37.5%. Residential sources generate about 81% of the aluminum packaging contained in MSW. Based on population it is estimated that 1,392 tons of waste aluminum packaging were generated in 2009 in Cumberland County. If recycled at the national recycling rate, about 523 tons would be expected to be recovered. The quantity of aluminum reported recycled in 2009 was estimated to be 443.2 tons, 84.7% of the national norm.

Comments & Observations – Similar to glass, minimal amounts of aluminum cans were reported as source separated, and nearly all were reported from commercial sources. Because of the price for aluminum, it is likely that some residents recycle aluminum outside of the single stream curbside program, preferring to deliver it to a buy-back center. It is also suspected that at least some of the commercial tons reported can be attributed to these types of locations. Although Cumberland's recovery of aluminum cans is slightly lower than the national norm, based on the amount of recycling opportunities available for this material, it is likely that the deficit could be due more to reporting glitches than actual performance.

BIMETAL

Bimetal refers to containers that are over 99% steel. Although the Franklin Study includes in this category steel drums and other forms of steel packaging, it does isolate those figures from the bimetal cans, which are typically collected in municipal recycling programs. Of the estimated annual quantity of ferrous metal wastes generated nationally in 2009, 1.94 million

tons in the form of bimetal cans were available for recycling. Of those, 1.28 million tons or 66.0% were recovered. This material constituted slightly less than 1.0% (0.8%) of the total municipal waste generated. Residential sources generate about 85% of the bimetal packaging contained in MSW.

Based on the 2009 population, it is estimated that Cumberland County generated 1,469 tons of waste bimetal cans during that year. If the County mirrored the national rate, about 970 tons would be recovered. Based on recycling reports, the quantity of bimetal cans recycled in 2009 was estimated to be 906.5 tons, about 93.5% of the national norm.

Comments & Observations - Of all of the recyclable items, bi-metal cans pose one of the greatest obstacles for residents. Traditional education prompts users to rinse the cans and still sometimes to remove the labels The effort to recycle the can is too often viewed as inconvenient by the average person. Overall, this material does not represent a significant amount of the municipal waste stream. Efforts to recover greater quantities will not produce the same level of results as if those energies were focused on other materials.

PLASTIC

The estimated annual quantity of plastic waste generated nationally in 2009 was 29.83 million tons. More than half of the total quantity was plastic components of durable and nondurable goods that in general were not easily captured for recovery. Of all plastics recycled from municipal waste in 2009, plastics in packaging accounted for over 80%. Plastic packaging, which constituted 5.16% of the total municipal waste generated, was recovered nationally at the rate of 13.7%. Residential sources generate about 83% of the plastic contained in MSW.

Plastics #1 and #2 represent about 52% of the plastic found in containers and packaging. In 2009, 7.42 million tons of Plastic #1 and #2 in the form of packaging was available for recycling principally in the form of soft drink bottles and other food containers such as milk bottles. Nationally, 1.32 million tons, approximately about 62% of the total plastic recovered from waste packaging, was Plastics #1 and #2. The individual recovery rates for Plastic #1 is 25%. For Plastic #2, it is 11.3%. The combined average recovery rate for Plastic #1 and #2 is 15.1%.

Based on population it is estimated that 2,523 tons of waste plastic #1 and #2 containers were generated in 2009 in Cumberland County. If recycled at the national recycling rate, about 711 tons would be recovered. The County's recycling reports adjusted for single stream show the quantity of Plastic #1 and

#2 recycled in 2009 was 553.1 tons, about 77.8% of the national norm. The total plastic reported as being recycled adjusted for single stream was 1250.9 tons, about 96.1% of the national norm.

Comments & Observations – In single stream recycling programs, plastics #1-#7 are collected. That plastics #3-7 are accepted is not always well promoted and even when it is recyclers tend to stick with old habits. Therefore, it is safe to assume that not only is some Plastic #1 and#2 included in the reported quantities of mixed plastic, but also that they likely represent a higher proportion of the mix than might be expected.

PAPER

Paper accounts for about 28% of the total municipal waste generated in 2009. Included in this category are materials in a form that is not generally recyclable, such as paper plates, towels, tissue, etc. Waste paper that can be recovered includes newspapers, magazines, other printed matter and packaging material. The largest category of waste packaging is OCC, old corrugated cardboard. Residential sources generate about 41% of the total paper in municipal waste. However, commercial entities generate most of the cardboard. Overall, in 2009, the combined types of paper were recovered at a rate of 62.1%

NEWSPAPER

Old newspaper is sometimes referred to as ONP. Included in this category are newsprint and newspaper inserts since the two materials are generally mixed together whether they are disposed or recycled. Residential sources generate about 85% of the ONP contained in municipal waste. In 2009, according to the Franklin Study, ONP represented 3.19% of the total municipal waste generated. It was recovered nationally at a rate of 88.1%.

Cumberland County generated an estimated 5,875 tons of waste newspaper in 2009 based on its reported population. If ONP were recycled in Cumberland County at the national rate, about 5,181tons would be recovered. The reported quantity recycled was 4,478.2 tons, 86.4% of the national norm.

Comments & Observations – Although Cumberland County recovered significant amounts of ONP, the 2009 results fall below the national average. Various scenarios could be affecting the outcome. Most, if not all of these issues are easily correctible.

One probable reason that less newspaper is recovered in the western portion of the County is its rural nature. Here there is a greater ability for homeowners to use outside burn barrels to dispose of waste paper. It is also suspected that because it is voluntary, fewer people subscribe to waste collection services in this region, although it is readily available.

A common practice throughout the County is the use of smaller recycling bins than are typical in single stream collection programs in other areas. The smaller bins cannot accommodate the ONP. Therefore, residents are asked to bundle or bag the newspaper and place it on top of the recyclables commingled in the bin. Just this amount of extra effort can be a disincentive for

marginally motivated recyclers. In inclement weather, residents fear that newspapers set out for collection in this fashion will become wet and non-recyclable or become blowing litter throughout the neighborhood. Rather than take the risk, they dispose of the newspapers on that day. When large wheeled carts are used for single stream collection, the capacity allows all materials to be placed together with no additional preparation required. An added bonus is that the carts are equipped with lids, which protect the recyclables from the elements.

MAGAZINES

Magazines represent less than 1% of the municipal waste stream in this country. Primarily residential sources produce the greatest quantity of magazines - 85% of the total amount. In 2009, magazines were recovered nationally, at a rate of 53.8%.

It is estimated that 1,099 tons of waste magazines were generated in 2009 in Cumberland County. If recycled at the national rate, about 592 tons would be recovered. The reported quantity recycled was 750.9 tons, about 126.8% of the national norm.

Comments & Observations – It might seem surprising that the amount of magazines recovered in Cumberland County exceeds the national norm while newspapers fall short. The answer could be as simple as how people manage these materials. Newspapers are typically delivered on a daily basis. Therefore, day-by-day, or at least weekly in most homes, the newspaper is destined for the trash or the recycling bin. Magazines on the other hand arrive monthly or on some longer interval. The contents are less time sensitive and are perceived to have greater value than a daily publication. Therefore, people tend to store magazines for extended periods. When the accumulated amount becomes overwhelming, magazines are discarded in batches rather than individually. The weight and volume of a stack of magazines is harder to incinerate than newsprint and also prohibitive to dispose in a pay by the bag program. Recycling presents a good option.

MIXED PAPER (BOOKS, STANDARD MAIL AND OTHER COMMERCIAL PRINTING)

The category of mixed paper includes a variety of materials including books, mail and other forms of commercial printing. Discarded books constituted 0.55% of the total municipal waste generated in 2009. Residential sources generate about 80% of the discarded books contained in MSW. Nationally, this material was recycled, at a rate of 33.3%. Of the total municipal waste generated nationally in 2009, standard mail and other commercial printing constituted 3.35%, with a recovery rate of 64.6%. Residential sources generate about 65% of the discarded books, mail and commercial printing contained in MSW.

Cumberland County generated an estimated 7,382 tons of books, directories, standard mail and other commercial printing based on its population in 2009. If the County performed at the same rate found nationally, about 6,636 tons of these combined materials would be recovered. It was reported that 5,605.9 tons of mixed paper was recycled by sources in the County that year - about 84.5% of the expected quantity.

Comments & Observations – Single stream collection and processing systems have made it easier to mine deeper into the municipal waste stream. At a time when fiber in any form has market value the ability to collect mixed junk mail, and other forms of printed material is encouraged. The prevalence of curbside collection in conjunction with single stream processing has enabled the County to collect greater volumes of this material. Just as with other forms of paper, large carts would increase the recovery even more.

OFFICE PAPERS

Unlike some of the other materials that have been reviewed, residential sources are not the prime source of office paper, generating about 25% of these materials contained in municipal waste. This material constituted 2.21% of the total municipal waste generated and 3.99 million tons per year were recovered nationally, a rate of 74.2%.

Based on population it is estimated that 4,074 tons of waste office paper were generated in 2009 in Cumberland County. If recycled at the national recycling rate, about 3,022 tons would be recovered. The reported quantity recycled was 4063.1 tons, about 134.5% of the national norm.

Comments & Observations - Document destruction companies handle and recycle significant quantities of the office paper generated on the national state and local level. These companies commonly service banks, hospitals, government facilities, legal and financial offices and institutions of higher learning. These establishments periodically purge files that may contain drafts, outdated, and/or duplicate documents. Trade magazines, catalogs, manuals, and similar printed materials may also be discarded at this time. The process generates tremendous volumes of mixed office paper. It is assumed that these activities account for the commendable recovery of office paper in the County.

CARDBOARD BOXES

Often referred to as old corrugated cardboard (OCC), this category overwhelmingly is comprised of cardboard boxes. Although technically folding cartons, bags and sacks are sometimes included, they are not a part of this analysis. Commercial sources generate about 90% of the OCC packaging contained in municipal waste. This material constituted 11.19% of the total municipal waste generated and was recovered nationally, at a rate of 74.4%.

Based on population it is estimated that 20,591 tons of waste OCC packaging were generated in 2009 in Cumberland County. If recycled at the national recycling rate, about 16,736 tons would be recovered. The quantity of OCC recycled in 2009 was reported to be 19,894.8 tons, about 118.9% of the national norm.

Comments & Observations – A network of commercial haulers operates in Cumberland County. Most, if not all, provide containerized collection services that include cardboard recycling. In addition, numerous warehouses and retail centers can be found in Cumberland County because of the easy access to the Interstate highway system. Because these operations generate considerable quantities of OCC they have made recycling part of their standard operating procedures. It is not surprising then that Cumberland County performs at the national average for these materials.

ALTERNATIVE MATERIALS COLLECTED IN MUNICIPAL RECYCLING PROGRAMS

A number of recyclable items are not typically included in municipal waste recycling programs. These materials are generated in significant quantities and include: clothing and textiles, carpeting, furniture, rubber tires, major appliances, small appliances, consumer electronics and yard waste. These materials are discussed in the following paragraphs.

CLOTHING AND TEXTILES

Residential sources account for about 63% of the total waste clothing, sheets, towels and similar textiles generated. Clothing and textiles constituted 4.2% of the total municipal waste generated and in 2009 an estimated 1.46 million tons were recovered nationally, a rate of 14.16%.

Based on population it is estimated that 7,807 tons of waste clothing and textiles were generated in 2009 in Cumberland County. If recycled at the national recycling rate, about 1,104 tons would be expected to be recovered. None were reported to be recycled.

Comments & Observations – It is suspected that clothing and textiles are being recycled in Cumberland County, but are not being captured in the reporting system. Groups like Planet Aid, Kiducation, and others place drop-off bins in retail parking lots to collect discarded clothing. Goodwill and the Salvation Army have permanent outlets. Only a portion of the donations received at their retail stores are suitable for resale. Much of this unsalable material once went directly to the landfill. However, now these stained, torn, and otherwise undesirable items of clothing are turned into industrial rags.

CARPETING

Discarded carpeting constituted 1.42% of the total municipal waste generated and an estimated 0.27 million tons per year were recovered nationally, at a rate of 7.83%. Approximately 270 thousand tons were recycled. Residential sources account for about 80% of the total generated.

Based on population it is estimated that 2,613 tons of waste carpeting were generated in 2009 in Cumberland County. If recycled at the national recycling rate, about 203 tons would be recovered. No carpeting was reported to be recycled in Cumberland County in 2009.

Comments & Observations – For Cumberland County, the nearest known outlet for carpet recycling is located somewhere in the Philadelphia vicinity. Distance and extra handling are disincentives to carpet recycling for contractors, installers, businesses, and homeowners. It is possible that some retail outlets that sell and install carpeting may take back old carpet and ship it in bulk for recycling. However, there are no recognized sources. With the current low rates for disposal, initiating a carpet-recycling program would be difficult. It is possible that future conditions may make the recovery of carpeting more feasible on a regional basis.

FURNITURE

The estimated annual generation rate of waste furniture nationally in 2009 was 9.87 million tons per year. Residential sources account for about 80% of the total generated. Furniture constituted 4.06% of the total municipal waste generated. Only a negligible amount was recycled.

Based on population it is estimated that 7,807 tons of waste furniture were generated in 2009 in Cumberland County. If recycled at the national recycling rate, 8 tons would be expected to be recovered. None were reported to be recycled.

Comments & Observations – Furniture does not represent a significant portion of the waste stream. Those items that are discarded typically have reached the end of their useful life. Attempts to collect greater quantities of this material would provide a high return.

RUBBER TIRES

The estimated annual generation rate of waste rubber tires nationally in 2009 was 4.73 million tons per year. Commercial sources are estimated to account for about 95% of the total generated. Tires constituted 1.95% of the total municipal waste generated and an estimated 1.67 million tons per year were recovered nationally, a rate of 35.31%.

Based on population it is estimated that 3,582 tons of waste tires were generated in 2009 in Cumberland County. If recycled at the national recycling rate, about 1,265 tons would be expected to be recovered. The reported quantity recycled was 0.7 tons, about 0.1% of the national norm.

Comments & Observations – Organized tire collections have been conducted in Cumberland County in the past. Statewide trends show that once a number of events have been offered, the quantity of collected tires decreases. Cumberland County does not have a

serious problem with tire piles that would indicate a lack of or resistance to use proper disposal outlets. Therefore, the low tonnage is probably due more to a lack of reporting from the source handling these materials , than to actual results.

MAJOR APPLIANCES

The estimated annual generation rate of waste major appliances (white goods) nationally in 2009 was 3.76 million tons per year. Commercial sources are estimated to account for about 90% of the total generated since retailers often retrieve old appliances as a service to customers when new appliances are delivered. These items constituted 1.55% of the total municipal waste generated and an estimated 2.51 million tons per year were recovered nationally, a rate of 66.8%.

Based on population it is estimated that 2,848 tons of waste major appliances were generated in 2009 in Cumberland County. If recycled at the national recycling rate, about 1,899 tons would be expected to be recovered. The reported quantity recycled was 6.4 tons, about 0.3% of the national norm. None were reported as being recycled through other sources.

Comments & Observations – Major appliances are collected at the curb in some municipal programs. However, few contracts require them to be recycled. Although there are no recorded amounts of major appliances recycling, it is safe to assume that it does occur. Scrap dealers handle the bulk of these materials. Local appliance stores also take them back in conjunction with the purchase of a new device.

SMALL APPLIANCES

The estimated annual generation rate of waste small appliances nationally in 2009 was 1.63 million tons per year. Residential sources are estimated to account for about 95% of the total generated. These items constituted 0.67% of the total municipal waste generated and an estimated 0.11 million tons per year were recovered nationally, a rate of 6.7%.

Based on population it is estimated that 1,234 tons of waste small appliances were generated in 2009 in Cumberland County. If recycled at the national recycling rate, about 85 tons would be expected to be recovered. None were reported to be recycled.

Comments & Observations – Because the cost to replace small appliance is considered small compared to the time, effort and cost to have them repaired, consumers readily discard these items. If and when the desire and intent to recycle the discarded small appliances exists, individuals commonly deliver them to consumer electronics recycling events.

CONSUMER ELECTRONICS

The estimated annual generation rate of waste consumer electronics nationally in 2009 was 3.19 million tons per year. Residential sources are estimated to account for about 80% of the

total generated. This material constituted 1.31% of the total municipal waste generated and an estimated 0.60 million tons per year were recovered nationally, a rate of 18.8%.

Based on population it is estimated that 2,415 tons of waste consumer electronic items were generated in 2009 in Cumberland County. If recycled at the national recycling rate, about 454 tons would be expected to be recovered. The reported quantity recycled was 96.5 tons, about 21.3% of the national norm.

Comments & Observations –With the enactment of the Covered Device Recycling Act, the quantity of e-waste recycled is expected to increase. The act bans certain electronics from disposal and requires manufacturers to recycle the amount of devices annually equivalent to 100% of their market share. It is anticipated that more retail outlets for discarded electronics will appear. In addition, major waste companies are experimenting with door to door e-waste collection services.

YARD WASTE

Yard waste includes grass clippings, brush and leaves. The estimated annual quantity of yard waste generated nationally in 2009 was 33.2 million tons. This material constituted 13.66% of the total municipal waste generated and was recovered nationally, at a rate of 59.9%.

Using population as a primary basis, it is estimated that 25,140 tons of yard waste were generated in 2009 in Cumberland County. If recovered at the national rate, about 15,069 tons would be expected to be recovered. Based on recycling reports, the quantity of yard waste recycled in 2009 was reported to be 10,404 tons, about 69% of the national norm.

Comments & Observations - It should be noted that the quantity of yard waste generated and recovered varies considerably. Factors such as climate, land use and distribution of urban, suburban and rural populations all contribute to yard waste quantities being more variable than other items in municipal waste. Whether a community has mature landscaping with tree lined streets or it is a new suburban development with well manicured lawns shifts the results. Issues such as disposal bans, collection mandates and overall environmental views also play a role. An often-overlooked issue, which creates dramatic differences in yard waste quantities from one community to another is the method used to quantify the material collected and processed. Scales are rarely used and thus the reported volumes converted to weights often are the opinion of the observer.

WOOD WASTE

Although many products and durable goods, such as furniture, cabinetry, decorative items, etc., are constructed primarily or in part of wood, for the purpose of this analysis wood waste means wood packaging (crates, pallets), as defined in the Franklin Study. The estimated annual quantity of wood waste generated nationally in 2009 was 15.8 million tons per year.

About 66% of this material was in the form of wood packaging. This material constituted 6.5% of the total municipal waste generated and an estimated 2.23 million tons per year were recovered nationally, a rate of 14.1%. Based on population it is estimated that 7,603 tons of waste wood packaging were generated in 2009 in Cumberland County. If recycled at the national recycling rate, about 1,688 tons would be recovered. Based on the County's data, the quantity of wood waste recovered in 2009 was reported to be 19,484.5 tons, about 1,154.3% of the national norm.

Comments & Observations - It is expected that Cumberland County's reported wood waste represents materials other than packaging, and most likely the brush portion of yard waste. Most if not all of the wood waste measurements are rough volume based estimates. A conversion factor is used to establish weight. The methods and assumptions utilized to calculate the wood waste in the County could be overly aggressive and perhaps should be readjusted.

UNRECYCLABLE ITEMS

Unrecyclable items include tissue paper and towels, paper and plastic plates and cups, trash bags, disposable diapers, etc. which are not normally recovered from MSW. Unrecyclable items account for about 10% of total MSW as generated and about 15% of MSW disposed, by weight. Based on population it is estimated that 18,741 tons of waste unrecyclable items were generated in 2009 in Cumberland County.

ECONOMIC IMPACT OF LOCAL RECYCLING EFFORTS

Milton Friedman, perhaps the most influential economist of the 20th century, once expressed during an interview on public affairs, *"One of the great mistakes is to judge policies and programs by their intentions rather than their results."* Critics have often portrayed recycling as a "feel good" activity, with minimal monetary rewards. This is a puzzling view since arguably, the roots of recycling are fundamentally tied to economics. From the beginning, manufacturers discovered that reuse and recycling of materials involved less effort and energy than obtaining them from virgin sources. The industrial growth of our nation, as well as the personal wealth and fortunes of many, resulted from such resourcefulness.

Using technology that early scavengers and rag pickers could have never envisioned, the recycling industry has developed into a sophisticated and mechanized network of transporters, processors, brokers, and manufacturers.

According to research conducted by the Northeast Recycling Council Pennsylvania had 3,803 establishments involved in recycling, those reliant on recycling, and those involved in reuse and remanufacturing. In 2009, this represented 52,316 jobs with an annual payroll totaling $2.2 billion—while also bringing in gross receipts of $20.6 billion. In the past few years, according to the Pennsylvania Recycling Markets Center and the Pennsylvania Waste Industries Association, private-sector companies have invested more than $66 million in Pennsylvania in new recycling facilities, high-tech sorting and processing equipment, and a variety of re-use and re-manufacturing ventures, all of which produce new jobs.

In today's global economy, the need for affordable raw materials in developing countries has fueled interest in recovering greater volumes of recyclable materials from our waste stream. In recent years, recyclables have exceeded manufactured products as the top U.S. exports.

Similar to all commodities dealing in the recyclables markets is not without risks. At various times and sometimes quickly, the resale value of recyclable materials can surge or plummet, based on the whims and business practices of global participants.

Because many understand that recyclable materials are brokered as a commodity, there is often resistance from residents that must share the direct cost of a recycling collection and processing program. Whether published rates are high or dramatically low, the notion prevails that recycling services should be free. Conveniently forgotten and little mentioned in the media are the costs of operations. Processing as well as transportation remains an expense rather than revenue to the generator and collector. In some instances, the economic "value" of recovering certain recyclable materials is primarily the avoided cost of disposal. In other words, the cost of processing the material for recycling may be less than disposing of it in a landfill.

ENVIRONMENTAL BENEFITS OF LOCAL RECYCLING EFFORTS

The face resale value of recyclable commodities is not necessarily a valid assessment of the total worth. Other benefits are not immediate and direct to the recycler. Therefore, the gains are often overlooked. Until recently, it has been difficult to measure and quantify the environmental effects of recycling.

The Waste Reduction Model (WARM) is a tool created by the USEPA to track and evaluate greenhouse gas (GHG) emissions reductions. It can be used to assess the performance of a variety of waste management practices. These include source reduction, recycling, combustion, composting, and landfilling. WARM is an example of a life-cycle greenhouse gas

(GHG) accounting tool. It evaluates and reports the full life-cycle GHG emissions associated with the raw materials extraction, manufacturing or processing, transportation, use, and end-of-life management of a good or service. WARM accounts for all emissions connected to the good or service, regardless of which industrial or economic activities or sectors produce these emissions (e.g., energy, mining, manufacturing, or waste sectors) and when these benefits occur over time. In WARM, the recycling emission factors reflect the difference between making a product with virgin inputs and making a product with recycled raw material inputs. This means that the virgin inputs that would have been necessary to create the specific material are no longer required because this material is being recycled. The emission factors represent the GHG emissions savings associated with recycling one short ton (2000 lbs) of MSW.

FIGURE 4-4 IMPACT OF RECYCLING IN CUMBERLAND COUNTY

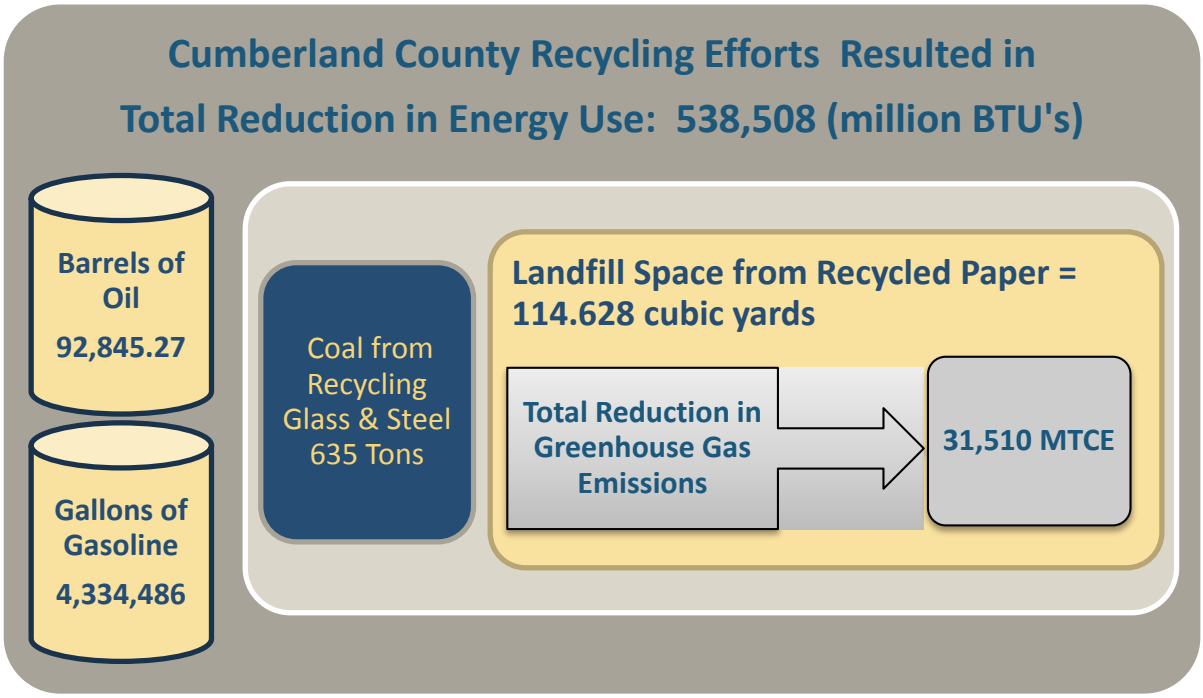


Figure 4-4 shows the environmental benefits of recycling in Cumberland County based on WARM. The model calculated emissions in metric tons of carbon dioxide equivalent (MTCO2E), and energy units (million BTU) based on material types commonly found in municipal waste in Cumberland County. GHG savings for Cumberland County were calculated by comparing the emissions associated with landfilling versus recycling specific materials found in local programs during 2009. These include: glass, cardboard, aluminum and bi-metal cans, mixed plastic containers, newspapers, magazines, mixed papers, and tires.

SUMMARY OF OBSERVATIONS

Since the development of the Cumberland County Municipal Waste Management Plan in 1990 noticeable improvements and advancements in recycling and waste diversion have resulted. A variety of opportunities to recycle exists for Cumberland County citizens, institutions, and businesses. For basic recyclable materials, such as bottles, cans, jugs and paper, residential curbside recycling collection is the dominant method. More than 90% of the residents in the County have access to curbside recycling collection. It should be noted, however, that the level of services offered may vary considerably from one region of the County to another.

Private sector service providers have made significant financial investments in collection and processing equipment, to meet the recycling needs of Cumberland County. These recycling related activities create jobs and support the local economy. In many instances, the materials collected in the County are sold to Pennsylvania companies for use as feedstock in the manufacturing process. Just as often, they become part of the new global market. Many of the current private sector services followed programs and policies originated by the County and Authority.

Colleges and universities are often called communities within communities because of the size of the student population. These Cumberland County institutions also actively implement recycling related programs on their campuses. It is important to mention that some of the campuses operate award winning programs and others have fared well in nationwide competitions.

To supplement the municipal programs, the Cumberland County Recycling & Waste Authority monitors and addresses the need to collect and manage those materials, which are harder to recycle or require special handling and are cost prohibitive for individual municipalities to consider. Similar to the situation found in these special collections, the Authority seeks to maximize the economies of scale whenever possible by fostering inter-municipal cooperatives. The yard waste assistance program is an example. The Authority also serves as a sort of customer service and call center for waste management and recycling related issues. From the Authority's office, questions are answered, information is distributed and educational publications and programs originate.

A review of historic recovery data during the planning process provided insight into the County and municipal programs. A comparison to national generation and recovery trends helped to establish benchmarks and performance standards. The implications of the findings were identified. Brief comments pointed to solutions where problems exited. In Chapter 5, more detailed solutions will be outlined along with a timeline for anticipated implementation.

Chapter 5

Future Strategies

Sustaining the System

The collaborative efforts of many varied sources have contributed to Cumberland County's advancements made in solid waste management. A comprehensive infrastructure of transporters, processers and disposal facilities has grown in response to regulatory initiatives and the ever changing composition of the municipal waste stream. More than sufficient disposal capacity in waste to energy and/or state of the art landfills has been secured for the County's needs. Numerous successful programs have been implemented in an effort to meet the state's recycling goals. Unique services even address those select components of the waste stream that require special handling.

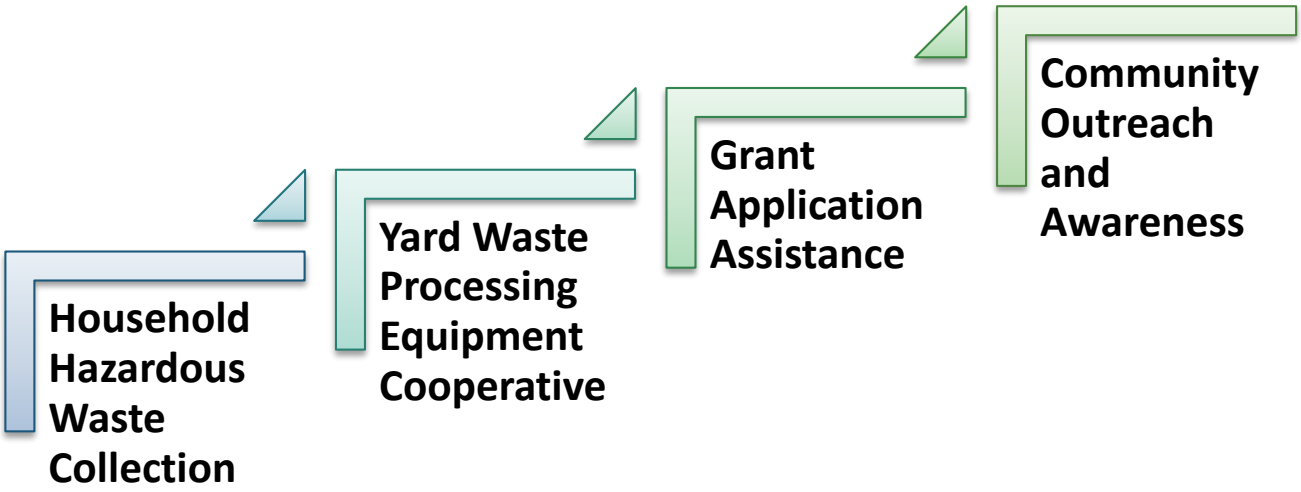
Details about these programs were provided in the description of the existing solid waste management and recycling system discussed in an historic context throughout the earlier chapters of the Plan. A benchmark year was used to analyze current programs and to provide a snapshot in time of local performance. This section is more forward thinking. Its purpose is to react to the findings of the program review and offer a response plan.

STAYING THE COURSE

Overall, little to no change is anticipated in Cumberland County's approach to waste management and recycling. The County will remain responsible for securing disposal capacity. During the planning process solicitations were made for proposals and subsequently agreements were executed with numerous facilities. The County will facilitate the growth of cost effective and comprehensive residential curbside collection programs. However, the responsibility for implementing those programs and procuring those services remains with the municipalities. Similarly, the County encourages the development of new business to business services, but ultimately commercial establishments make those choices and secure collection and processing contracts with the provider (s) of their choice.

The County will maintain support of its own existing programs, provided that local conditions at any given time are not cost prohibitive. Figure 5-1 lists those ongoing programs and services, previously described in detail, which will remain in service.

FIGURE 5-1 CONTINUATION OF COUNTY LEVEL PROGRAMS



FUTURE IMPROVEMENTS AND TIMELINE

Meetings were held with the Solid Waste Advisory Committee to gain insight on local perceptions regarding solid waste management practices and expectations for programs and services. Members of the Cumberland County Recycling & Waste Authority, who serve in an advisory capacity to the County, also participated. The discussions revealed a few issues that deserve future consideration. This section reviews those items and offers recommended courses of action for each.

DISCARDED ELECTRONIC DEVICES

With the implementation of the Covered Device Recycling Act 108 of 2010 an increase in the recovery of discarded electronic devices is expected. Specifically, desktop computers, monitors, laptops, computer peripherals and televisions have been banned from disposal. Manufacturers have a responsibility to recycle 100% of their equivalent market share of device sales in each year. This is to occur with no additional "end of life" disposal fee to the consumer. To acquire their quotas, manufacturers have entered into agreements with broker/processors to recover and document the amounts. These processors in turn have also entered into agreements with local governments to sponsor collection events. In many cases the events have become revenue generators. The Cumberland County Department of

Recycling & Waste Management will be commissioning a study in 2013 to determine best practices and roles for county agencies in facilitating compliance with the CDRA.

TIRES, WHITE GOODS AND BULKY ITEMS

According to Keep Pennsylvania Beautiful, some of the most common items found in illegal dump sites are white goods (appliances), household furnishings, mattresses, and tires. Studies show that when outlets are readily available to accept these materials, the incidence of illegal dumping decreases. An illegal dump survey conducted in Cumberland County confirms those statistics.

Many municipalities include the collection of large items as part of their regular curbside collection programs. Although this is a convenience, it forces all residents to pay for the privilege of the service whether or not it is ever used. Others offer seasonal clean-ups where items are collected at the curb or at a central drop-off location. Residents in these communities must hold their items until the collection event is scheduled. If the service is not provided at curbside, only those with a mechanism to transport the items to the collection event benefit. Communities tend to pay for these events, which can be costly, from the general fund. Those with subscription collection service are dependent on the willingness of their service provider to accept these materials, often at a premium price. There are areas of the County, where the collection of white goods, tires and other bulky items is not readily available.

During the planning process, discussions focused on mechanisms to address the needs in the areas of the County where no service was available. A additional concern was the need to provide options for residents countywide whose circumstances dictate immediate removal of the materials. One solution is to enlist scrap dealers to provide discount pick-ups of materials if scheduled through the County Department or Authority. An alternative is for the Department or Authority to derive some revenue for coordinating the on-call pick-up service. Finally, the Authority could provide this service directly. During the planning period the Authority should conduct an investigation and analysis to determine the best fit for Cumberland County. This activity is anticipated to occur in planning year 2015.

MAINTENANCE AND REPLACEMENT OF YARD WASTE EQUIPMENT

Arguably the most valued service that the County provides to the municipalities is the yard waste processing equipment cooperative. This program has saved countless dollars of the Recycling Fund and local general funds from being spent on unnecessary duplicate equipment in Cumberland County. The County has traditionally borne the bulk of the maintenance costs through revenues realized via landfill administrative tipping fees. Equipment replacement was reliant on Act 101 Section 902 grant funding. With the discontinuation of the administrative fees and a diminishing reserve balance, the County can no longer assume the

full costs of the maintenance program. Fewer and more competitive grant rounds have decreased the opportunities to secure equipment replacements as needed.

To ensure that the program continues to offer safe and efficient equipment, the County needs to conduct current costs assessments of this operation. End of life projections should be made far in advance and a portion of the annual budget should consider these future needs. As the beneficiaries of this service, municipalities have realized lower market costs. To sustain the program moving forward, user fees need to more accurately represent the true full costs. A formula or some other mechanism based on use should be established for an annual stipend from the municipalities, which would be dedicated to this purpose. This action will begin in 2013 and continue each year of the planning period.

RESIDENTIAL CURBSIDE COLLECTION

Residential waste and recycling curbside collection services are beyond the normal jurisdiction of the County. However, that does not preclude the County from providing support to municipalities desiring to expand their services, switch to a Pay As You Throw (PAYT) rate structure, or issue its first request for competitive bids for collection service. The County should consider organized forums to foster peer to peer exchanges with municipal officials. These meetings could be used to expose municipal officials to new concepts, regulatory initiatives, and best practices. This action is anticipated to begin in 2014.

With the availability of single stream recycling, which dramatically increases the types and amounts of recyclable materials collected, Cumberland County communities have the ability to reverse the traditional sizes of the waste and recycling containers. 96-gallon recycling containers have become commonplace in curbside programs throughout Pennsylvania and the nation. Municipalities benefit when ownership of these carts is retained by the political jurisdiction. Ownership levels the competitive bidding for waste and recycling collection. It also prevents unneeded chaos during vendor transition. The County should assist municipalities in obtaining grant funding for at least a portion of the cart purchases. Such support is ongoing and thus will commence in 2013 and continue throughout the planning period.

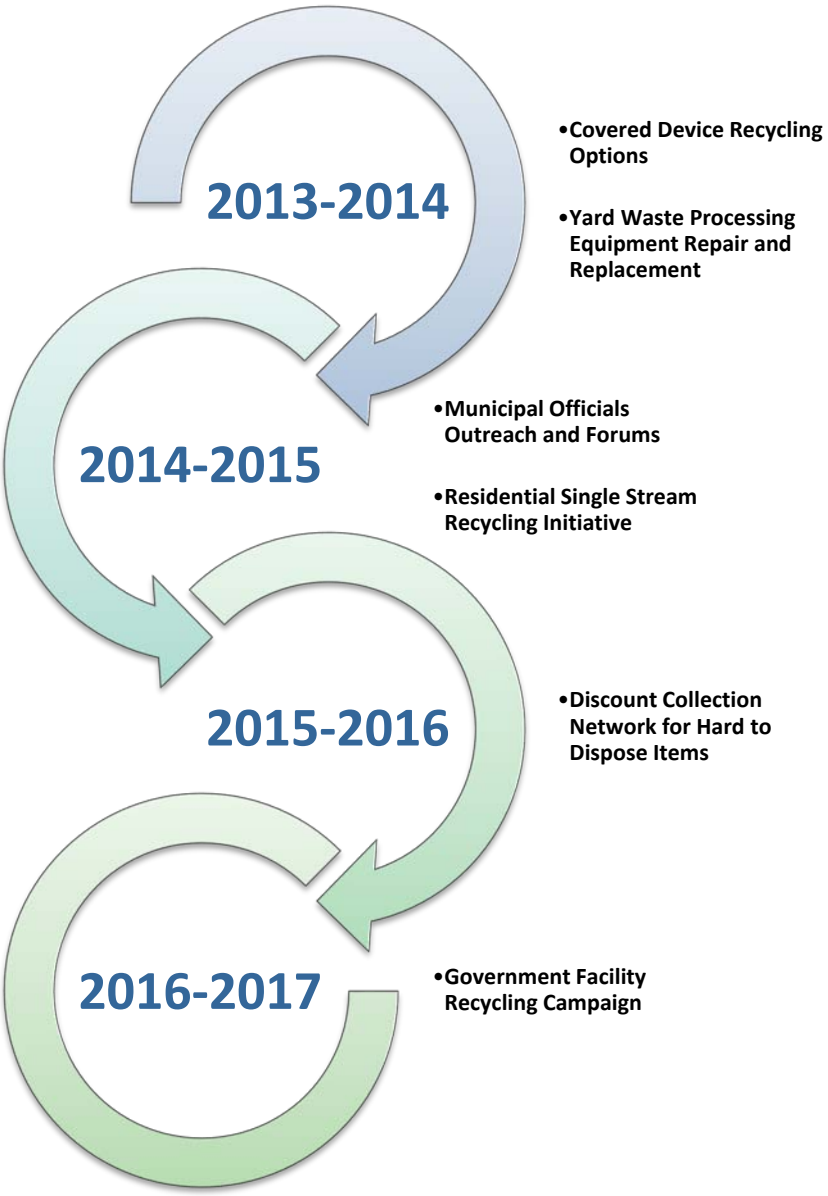
RECYCLING IN GOVERNMENT FACILITIES

Improving the participation rate of facilities at all levels of government to recycle was considered important in the advisory discussions. During the planning period, the County should establish an outreach campaign targeted at government facilities in non-mandated communities. Some of these efforts could also be used to expand school recycling in the same community. Joint marketing of recyclable materials might even be considered. This campaign is anticipated for launching in 2016-2017.

SUMMARY

Overall, Cumberland County has demonstrated success in the implementation of municipal waste and recycling programs. By making these minor adjustments, an even greater increase in the recovery of recyclable materials should occur.

FIGURE 5-2 PROJECTED LAUNCH OF FUTURE PROGRAM IMPROVEMENTS



"Act as if what you do makes a difference. It does."

William James, 19th century American philosopher and psychologist

Chapter 6

Location of Facilities

Guaranteeing Disposal Capacity for Cumberland County

The primary responsibility assigned to counties by the Municipal Waste Planning, Recycling, and Waste Reduction Act (Act 101 of 1988) is to secure disposal capacity for waste generated within its jurisdictional boundaries. Capacity guarantees are to provide for a 10-year span. Cumberland County entered into disposal capacity agreements with numerous disposal facilities during the last update and revision to the Plan.

A review of Cumberland County's current disposal practices was conducted in 2010. It included an analysis of the extent that waste from Cumberland County actually flowed to the facilities designated in the current Plan. Current market conditions and issues, which are out of the control of the County but are anticipated to affect the consumption of capacity, were considered. Disposal of residual and/or out-of-state waste at the facilities used by Cumberland County was reviewed. Based on the reported disposal data, along with published population projections the capacity required by the County for the next ten years was calculated. The impact of recycling efforts was also factored into the projections. The capacity projections in and of themselves showed no indication of pending capacity deficits. The expiration of the existing agreements beginning in 2010, however, prompted the need to solicit for capacity as part of the current planning process.

CAPACITY PROCUREMENT PROCESS

It was concluded that the County should solicit for capacity in the form of a Request for Proposals. In order to alert facilities located both within and out of the state, the request was posted in the Pennsylvania Bulletin and published in Waste & Recycling News, a national trade journal. Industry trade organizations were asked to distribute the solicitation to their membership. Finally, organizations with facilities that have historically accepted waste from Cumberland County were made aware of the RFP.

SELECTION CRITERIA

Act 101 requires counties to conduct a fair, open, and competitive process to secure disposal capacity guarantees. Based on guidance from PADEP and references from numerous court rulings, efforts were taken to ensure that all facilities and disposal processes were given equal consideration and opportunity. Facilities were expected to adhere to clearly defined proposal submission guidelines, which specified the format and content required for administrative completeness and technical merit review. Allowances for the County/Authority to request supplemental documentation or further clarifications as needed were built into the technical review process. The criteria were divided into a series of categories, each with established requirements. A description of each, in no particular order of value or importance follows.

OPERATIONAL STATUS AND REMAINING CAPACITY

Facilities were required to demonstrate the existence of a current operating permit issued by the PADEP or the equivalent state regulatory agency for non-Pennsylvania facilities. Pending permits were considered for future designation. The projected life of the facility and its ability to provide available capacity for all or some portion of the County's needs during the period of the Plan was a key indicator of the site's ability to meet the service needs of the County.

FINANCIAL STRENGTH AND RISK ASSESSMENT

Documentation of the credit worthiness and financial stability of the operator, along with the levels of public and environmental liability protection were required. Each was considered an important indicator of the potential level of risk to the County and the facility's ability to maintain and provide a financially sound disposal system.

FACILITY DESIGN AND OPERATION

The ability to meet Federal, State, and Local standards for the operation of a municipal waste disposal facility was required. The technical design of the proposed facility and disposal process were evaluated based on the use of proven and accepted technology, demonstrated and approved alternatives, and best engineering practices. The review considered the role of design components in the proposed facility and disposal process for pollution prevention and control, safety, operational efficiency and energy production. These included but were not limited to; liner composition, leachate treatment, methane gas recovery, combustor units, boiler design, and capacity. The effectiveness of operational plans for waste acceptance, emergency management, and contingencies were also considered.

INDUSTRY QUALIFICATIONS AND EXPERIENCE

The experience of personnel located at the facility and who were directly responsible for management and operations was reviewed. The depth of waste industry experience was

considered as a demonstration of the contractor's ability to provide reliable disposal service. Documented performance in related contractual scenarios was also considered in the evaluation.

REGULATORY COMPLIANCE

A review of the compliance history of the facility and its parent organization, when applicable, was included in the assessment. The severity and consistency of violations was noted. However, most important was the ability of the facility or operator to achieve resolution and disposition of any such incidents to the satisfaction of the prevailing regulatory agency.

MINIMUM AND MAXIMUM ALLOWABLE DISPOSAL REQUIREMENTS

The evaluation included the ability of the facility to accept all or some of the municipal waste generated by Cumberland County on a daily and annual basis during the ten-year period of the Plan. The criteria made clear that "Put or Pay" disposal guarantees for predetermined quantities of Cumberland County waste were considered disincentives to recycling and therefore objectionable to the County.

MAXIMUM GATE RATES AND POTENTIAL COST TO COUNTY

Competitive pricing was not part of the procurement criteria. However, because disposal is restricted to the facilities designated in the Plan, it was necessary to offer transporters, municipalities, individuals, and businesses full disclosure of the potential cost of each available disposal option. Therefore, facilities were required to submit a pricing matrix that established ceilings for the maximum fees, which would be charged for the contracted disposal services. Facilities were allowed to submit separate disposal rates for the different categories of municipal waste for which capacity was reserved. All fees and surcharges resulting from Act 101, host municipality or county agreements or other federal, state, and local statutes were to be identified and quantified.

No conditions were imposed on the disposal rate other than the facility-defined cap. The use of one or more of the designated facilities remains a matter of choice. The maximum rates do not preclude the ability of parties to negotiate lower fees based on business relationships and other factors. Although proposals were invited for new or alternative disposal technologies, none was received in this solicitation process. In addition, no proposal included supposition of County partnerships or investments in the construction and operation of facilities. Based on these factors, no further cost/benefit comparison, life cycle analysis, or evaluation was deemed necessary.

REVIEW AND EVALUATION

The procurement process prompted responses from eleven organizations with ownership of one or more of the twenty-four proposed facilities. Initially twenty proposals were submitted. During the review and evaluation process, deficiencies and questions were noted. Supplemental documentation, clarifications, and/or corrections were requested from all of the organizations. One common error was the failure to submit the necessary documentation for the facilities proposed to receive temporary overage or redirected unprocessible waste. In order to accept Cumberland County waste as a primary destination or secondary back-up site, PADEP Technical Guidance requires each facility to be designated in the Plan. Therefore, organizations that planned to redirect waste to a third party facility, which had already submitted a proposal, were required to provide reciprocal disposal agreement letters. Four additional sites were required to submit the full packet of qualifications and credentials commensurate with the RFP to ensure that all facilities met the same criteria.

The results of the proposal evaluation are presented in five sections following these narratives. Each section represents a segment of the legal, technical, operational, and financial selection criteria. Tables show the proposed facilities with their responses and demonstrated information condensed for presentation purposes.

TABLE 6-1 CONTRACTORS, PROPOSED FACILITIES, LEGAL FORMALITIES

Facility			Contacts		Capacity Agreement		
Site Name	**Owner**	**Site Location**	**Technical**	**Operational**	**All Required Forms and Signatures**	**Agreed to Contract Terms and Conditions Exceptions or Comments**	**Requires Put or Pay or Minimum Tonnage**
Bethlehem Landfill	IESI	2335 Applebutter Road, Bethlehem , PA 18015	Samuel Donato	Samuel Donato	YES	YES	NO
Blueridge Landfill	IESI	3747 White Church Road Chambersburg, PA 17201	Samuel Donato	Kenneth Murdock	YES	YES	NO
Commonwealth Environmental Landfill	Commonwealth Environmental Systems LP (DeNaples)	9 Commonwealth Road Higgins PA 17938	Brett Dexter	David Leung	YES	YES	NO
Conestoga Landfill	BFI Waste Systems of North America, LLC Republic Services, Inc	420 Quarry Road PO Box 128 Morgantown, PA 19543	Mark Pedersen	Dean DiValerio	YES	YES	NO
Cumberland County Landfill	Interstate Waste Services	135 Vaughn Road Shippensburg, PA 17257	Mark Harlacker	Kevin Bush	YES	YES	NO
Greenridge Landfill	Greenridge Reclamation, LLC Republic Services, Inc.	234 Landfill Road, Scottdale, PA 15683	Timothy Nytra	David Smith	YES	Separate page of suggestions but signed the contract "as-is"	NO
Greentree Landfill	Veolia Environmental Services	635 Toby Road Kersey, PA 15846	William Binnie	Don Henrichs	YES	YES	NO
Harrisburg Resource Recovery Facility	The Harrisburg Authority	1670 S 19th Street Harrisburg, PA 17101	Shannon Williams	Jack Lausch	YES	YES	NO
Imperial Landfill	Allied Waste Systems of PA LLC Republic Services, Inc.	11 Boggs Road, Imperial , PA 15126	Timothy Nytra	Brett Bowker	YES	Separate page of suggestions but signed the contract "as-is"	NO
Keystone Sanitary Landfill	Keystone Sanitary Landfill Inc (DeNaples)	249 Dunham Drive Dunmore, PA 18512	Joe Dexter	Joe Dexter	YES	YES	NO
Lancaster County Resource Recovery Facility	Lancaster County Solid Waste Management Authority	1299 Harrisburg Pike PO BOX 4425 Lancaster, PA 17604	James Warner	Robert Zorbaugh	YES	YES	NO
Lancaster Landfill	Veolia Environmental Services	2487 Cloverleaf Road Elizabethtown, PA 17022	William Binnie	Don Henrichs	YES	YES	NO

Facility			Contacts		Capacity Agreement		
Site Name	**Owner**	**Site Location**	**Technical**	**Operational**	**All Required Forms and Signatures**	**Agreed to Contract Terms and Conditions** **Exceptions or Comments**	**Requires Put or Pay or Minimum Tonnage**
Laurel Highlands	Waste Management	196 Wagner Road Vintondale, PA 15961	John Wakin	Brad Minemyer	YES	PWIA Comments but signed the contract "as-is"	NO
Modern Landfill	Republic Services, Inc	4400 Mount Pisgah Road York, PA 17406	Mark Pedersen	Dean DiValerio	YES	YES	NO
Mostoller Landfill	Interstate Waste Services	7095 Glades Pike Somerset, PA 15501	Mark Harlacker	Kevin Bush	YES	YES	NO
Mountainview Landfill	Waste Management	9446 Letzburg Road, Greencastle, PA	Terry Stine	John Wardzinski	YES	PWIA Comments but signed the contract "as-is"	NO
Sandy Run Landfill	Interstate Waste Services	956 Landfill Rd Hopewell , PA 16650	Mark Harlacker	Kevin Bush	YES	YES	NO
Seneca Landfill	Vogel Holding Inc.	421 Hartman Road Evans City, PA 16033	Edward R. Vogel	Edward R. Vogel	YES	YES	NO
Shade Landfill	Waste Management	1176 Cairnbrook Road Cairnbrook, PA 15924	Jon Wakin	Darryl Klink	YES	PWIA Comments but signed the contract "as-is"	NO
Southern Alleghenies Landfill	Waste Management	843 Miller Picking Road, Davidsville, PA 15928	Jon Wakin	Darryl Klink	YES	PWIA Comments but signed the contract "as-is"	NO
Tri County Landfill	Vogel Holding Inc.	159 TCI Park Drive Grove City, PA 16127	Edward R. Vogel	Edward R. Vogel	YES	YES	NO
Wayne Township Landfill	Clinton County Solid Waste Authority	264 Landfill Lane PO Box 209 McElhattan, PA 17748	Jay Alexander	Jay Alexander	YES	YES	NO
Western Berks Community Landfill & Recycling Center	Interstate Waste Services	455 Poplar Neck Road Birdsboro, PA	Mark Harlacker	Kevin Bush	YES	YES	NO
York County Resource Recovery Center	York County Solid Waste Authority	2700 Blackbridge Road York, PA	Greg Pearson	Greg Pearson	YES	YES	NO

TABLE 6-2 PERMIT STATUS AND CONDITIONS OF OPERATIONS

Facility	Local	Permitted		Accessibility and Terms of Use		
Site Name	**Host Agreements**	**Permit # Issuing State Expiration Date**	**Remaining Permitted Capacity 2011**	**Current Constraints or Limitations**	**Operating Days Per Year**	**Operating Hours**
Bethlehem Landfill	Lower Saucon Township	PA 100020 4/17/2013	3,367,600 cyds	Blueridge Back-up Only	Monday-Saturday (305)	8:00AM-4:00PM Monday-Friday (Sat-6:00 AM-11:00 AM
Blueridge Landfill	Greene Township	PA 100934 5/2/2020	6,443,598 cyds	NONE	Monday-Saturday (305)	6:00AM-4:00PM Monday-Friday (Sat-6:00 AM-11:00 AM)
Commonwealth Environmental Landfill	Reilly Township Foster Township Frailey Township Schuylkill County	PA 101615 1/31/2017	19,886,369 cyds	NONE	Monday-Friday (275)	6:00AM-3:00PM Monday-Friday
Conestoga Landfill	New Morgan Borough Caernarvon Township Berks County	PA 101509 9/1/2017	21,839,076 cyds	NONE	Monday-Saturday (274)	5:00AM-7:30PM Monday-Friday (Sat-6:00 AM-11:00 AM)
Cumberland County Landfill	Hopewell Township North Newton Township Newburgh Borough	PA 100945 12/8/2017	14,844,127 cyds	NONE	Monday-Saturday (312)	7:00AM-4:00PM Monday-Friday (Sat-7:00 AM-noon)
Greenridge Landfill	East Huntingdon Township Westmoreland County	PA 100281 10/22/2017	4,829,865 cyds	NONE	Monday-Saturday (312)	6:00AM-3:00PM Monday-Friday (Sat-7:00 AM-9:00 AM)
Greentree Landfill	Fox Township Elk County	PA 101397 12/8/2018	36,025,132 cyds	NONE	Monday-Saturday (308)	7:00AM-4:00PM Monday-Friday (Sat-7:00 AM-11:00 AM)
Harrisburg Resource Recovery Facility	City of Harrisburg Dauphin County	PA 100758 11/29/2012	800 tpd based on three boilers	Limited to Processable MSW Can transfer C&D to an off-site landfill if designated in the Plan	Monday-Saturday (250)	6:00AM-4:00PM Monday-Friday (Sat-7:00 AM-11:00 AM)

Facility	Local	Permitted		Accessibility and Terms of Use		
Site Name	**Host Agreements**	**Permit # Issuing State Expiration Date**	**Remaining Permitted Capacity 2011**	**Current Constraints or Limitations**	**Operating Days Per Year**	**Operating Hours**
Imperial Landfill	Findlay Township West Allegheny Schools Allegheny County	PA 100620 9/22/2015	23,291,264 cyds	NONE	Monday-Saturday (312)	12:00 AM- 3:00 PM (Sat-3:00AM -10:00 AM)
Keystone Sanitary Landfill	Throop Borough Dunmore Borough Lackawanna County	PA 101247 4/6/2015	31,227,649 cyds	NONE	Monday-Saturday (306)	6:00AM-3:00PM Monday-Friday (Sat-6:00 AM-11:00 AM)
Lancaster County Resource Recovery Facility	Conoy Township	PA 400592 3/30/2019	1200 tpd based on three boilers	Limited to Processable MSW	Monday-Saturday (260)	6:00AM-4:30PM Monday-Friday (Sat-6:30 AM-1:00 PM)
Lancaster Landfill	Mt. Joy Township	PA 101559 12/31/2021	341,856 cyds	Limited to Construction & Demolition Waste	Monday-Saturday (286)	6:30AM-6:30PM Monday-Friday (Sat-7:00 AM-1:00 PM)
Laurel Highlands	Jackson Township Cambria County	PA 100534 2/22/2018	27,224,588 cyds	NONE	Monday-Friday (260)	7:00AM-2:00PM
Modern Landfill	Windsor Township Lower Windsor Township	PA 100113 7/01/2017	13,357,495 cyds	NONE	Monday-Saturday (307)	6:00AM-4:30PM Monday-Friday (Sat-6:00 AM-11:00 AM)
Mostoller Landfill	Brothers Valley Township Somerset Township Somerset County	PA 101571 12/30/2014	6,622,365 cyds	NONE	Monday-Saturday (312)	7:00AM-6:00PM Monday-Friday (Sat-7:00 AM-noon)
Mountainview Landfill	Antrium Township Montgomery Township Franklin County	PA 101100 7/10/2019	13,967,814 cyds	NONE	Monday-Saturday (310)	7:00AM-4:00PM Monday-Friday (Sat-7:00 AM-11:00 AM)

Facility	Local	Permitted		Accessibility and Terms of Use		
Site Name	**Host Agreements**	**Permit # Issuing State Expiration Date**	**Remaining Permitted Capacity 2011**	**Current Constraints or Limitations**	**Operating Days Per Year**	**Operating Hours**
Sandy Run Landfill	Broad Township Coaldale Boro Wells Township Six Mile Run	PA 101538 3/9/2019	531,032 cyds	NONE	Monday-Saturday (310)	7:00AM-4:00PM Monday-Friday (Sat-7:00 AM-noon)
Seneca Landfill	Jackson Township Lancaster Township Butler County	PA 100403 10/5/2017	8,674,014 cyds	NONE	Monday -Saturday (313)	12:00AM - 7:00PM
Shade Landfill	Shade Township Somerset County	PA 101421 6/21/2021	28,569,117 cyds	NONE	Monday-Friday (260)	7:00AM-1:00PM
Southern Alleghenies Landfill	Conemaugh Township Somerset County	PA 100081 6/18/2016	8,839,325 cyds	NONE	Monday-Friday (260)	7:00AM-3:30PM
Tri County Landfill	TBD	PA 101295 Pending Approval		Permit application submitted. Pending PADEP approval	Monday-Saturday (310)	7:00AM-3:00PM Monday-Friday (Sat-7:00 AM-11:00 AM)
Wayne Township Landfill	Wayne Township Clinton County	PA 100955 9/14/2036	938,537 cyds	NONE	Monday -Saturday (312)	7:00AM-4:00PM
Western Berks Community Landfill & Recycling Center	Cumru Township Shillington Borough Kenhorst Borough Berks County	PA 100739 3/28/2018	3,769,500 cyds	NONE	Monday-Saturday (312)	7:00AM-4:00PM Monday-Friday (Sat-7:00 AM-noon)
York County Resource Recovery Center	Manchester Township	PA 400561 5/5/2013	1344 tpd based on BTU value	Limited to Processable MSW Temporary Combustor Maintenance Outages with advance notice	Monday -Saturday (275)	6:00AM-4:00PM Monday-Friday (Sat-6:00 AM-noon)

TABLE 6-3 FACILITY DESIGN, REGULATORY COMPLIANCE, AND FINANCIAL ASSURANCES

Facility	Design and Contingencies			Regulatory Compliance			Financial Assurance		
Site Name	**Design, Leachate Treatment**	**Waste Plan for Emergency Disasters**	**Waste Plan for Facility Emergencies**	**# Violations**	**# Penalties, Consent Orders, Settlement Agreements**	**Unresolved Violations**	**Financial Disclosure**	**Public Liability Protection**	**Environment Pollution & Liability Protection**
Bethlehem Landfill	Double composite liner Treatment Off site	YES	YES has agreement with another County designated facility	9	1	2 pending resolutions	Publicly Held Company Shareholders Report	$2 million	Surety Bond $11.9 million
Blueridge Landfill	Double composite liner/ Treatment Off site	YES	YES has agreement with another County designated facility	1	0	0	Publicly Held Company Shareholders Report	$2 million	Surety Bond $18 million
Commonwealth Environmental Landfill	60 mil double liner Treatment On site	YES	YES has agreement with another County designated facility	0	0	0	Privately Held Company/ Performance guarantee provided upon request	$2 million	Surety Bond $18.7 million
Conestoga Landfill	Double composite liner Treatment Onsite	YES	YES submitted capacity agreements for proposed back-up landfills	34	6	1 pending resolution	Publicly Held Company Shareholders Report	$5 million	Surety Bond $28.9 million
Cumberland County Landfill	Double composite liner Treatment Onsite	YES	YES submitted capacity agreements for proposed back-up landfills	2	0	0	Provided Financial Summary of Equity Resources	$2 million	Surety Bond $14.5 million
Greenridge Landfill	60 mil double liner/ Treatment On site	YES	YES submitted capacity agreements for proposed back-up landfills	30	8	0	Publicly Held Company Shareholders Report	$5 million	Surety Bond $15.2 million

Facility	Design and Contingencies			Regulatory Compliance			Financial Assurance		
Site Name	**Design, Leachate Treatment**	**Waste Plan for Emergency Disasters**	**Waste Plan for Facility Emergencies**	**# Violations**	**# Penalties, Consent Orders, Settlement Agreements**	**Unresolved Violations**	**Financial Disclosure**	**Public Liability Protection**	**Environment Pollution & Liability Protection**
Greentree Landfill	Double composite liner Treatment Onsite	YES	YES submitted capacity agreements for proposed back-up landfills	13	5	0	Publicly Held Company Shareholders Report	$1 million	Irrevocable Letter of Credit $20.4 million
Harrisburg Resource Recovery Facility	Three Boiler WTE Facility	YES	YES submitted reciprocal capacity agreements from other designated WTE facilities	41	10	0	Municipal Authority Independent Auditor's Report	$2 million	Surety Bond $2.3 million
Imperial Landfill	Double composite liner Treatment Off site	YES	YES submitted capacity agreements for proposed back-up landfill	25	9	1 pending resolution	Publicly Held Company Shareholders Report	$5 million	Surety Bond $15.7 million
Keystone Sanitary Landfill	60 mil double liner/ Treatment On site	YES	YES submitted capacity agreements for proposed back-up landfill	3	0	0	Privately Held Company/ Performance guarantee provided upon request	$2 million	Surety Bond $21.6 million
Lancaster County Resource Recovery Facility	Three Boiler WTE Facility	YES	YES submitted reciprocal capacity agreements from other designated WTE facilities	2	35	0	Municipal Authority Independent Auditor's Report	$2 million	Collateral Bond $498,921
Lancaster Landfill	Double composite liner Treatment Off site	YES	YES submitted capacity agreements for proposed back-up landfills	0	0	0	Publicly Held Company Shareholders Report	$5 million	Surety Bond $5.7 million

Facility	Design and Contingencies			Regulatory Compliance			Financial Assurance		
Site Name	**Design, Leachate Treatment**	**Waste Plan for Emergency Disasters**	**Waste Plan for Facility Emergencies**	**# Violations**	**# Penalties, Consent Orders, Settlement Agreements**	**Unresolved Violations**	**Financial Disclosure**	**Public Liability Protection**	**Environment Pollution & Liability Protection**
Laurel Highlands	60 mil double liner Treatment Off site	YES	YES submitted capacity agreements for proposed back-up landfills	7	3	0	Publicly Held Company Shareholders Report	$5 million	Collateral Bond $8.8 million
Modern Landfill	Double composite liner Treatment Onsite	YES	YES submitted capacity agreements for proposed back-up landfills	11	3	0	Publicly Held Company Shareholders Report	$5 million	Surety Bond $27 million
Mostoller landfill	Double composite liner Treatment Off site at Somerset SCI	YES	YES submitted capacity agreements for proposed back-up landfills	9	4	0	Provided Financial Summary of Equity Resources	$2 million	Surety Bond $15.5 million
Mountainview Landfill	60 mil double liner Treatment Off site	YES	YES submitted capacity agreements for proposed back-up landfills	3	0	0	Publicly Held Company Shareholders Report	$5 million	Surety Bond $10.9 million
Sandy Run Landfill	Double composite liner Treatment Onsite	YES	YES submitted capacity agreements for proposed back-up landfills	8	3	1 pending resolution	Provided Financial Summary of Equity Resources	$2 million	Surety Bond $6.3 million
Seneca Landfill	60 mil double liner Treatment On site	YES	YES on site transfer station would haul to other County designated facilities	30	7	0	Privately Held Company/ Provided upon request	$2 million	Surety Bond $6.2 million

Facility	Design and Contingencies			Regulatory Compliance			Financial Assurance		
Site Name	**Design, Leachate Treatment**	**Waste Plan for Emergency Disasters**	**Waste Plan for Facility Emergencies**	**# Violations**	**# Penalties, Consent Orders, Settlement Agreements**	**Unresolved Violations**	**Financial Disclosure**	**Public Liability Protection**	**Environment Pollution & Liability Protection**
Shade Landfill	60 mil double liner Treatment On site	YES	YES submitted capacity agreements for proposed back-up landfills	3	3	0	Publicly Held Company Shareholders Report	$5 million	Collateral Bond $15.5 million
Southern Alleghenies Landfill	60 mil double liner Treatment On site	YES	YES submitted capacity agreements for proposed back-up landfills	4	0	0	Publicly Held Company Shareholders Report	$5 million	Surety Bond $13.2 million
Tri County Landfill	60 mil double liner Treatment On site	YES	YES submitted capacity agreements for proposed back-up landfills	0	0	0	Privately Held Company/ Provided upon request	$2 million	Surety Bond Current $704,000
Wayne Township Landfill	60 mil double liner Treatment Off site	YES	YES on site transfer station would haul to other County designated facilities	1	1	0	Provided Independent Auditor's Report	$1 million	Irrevocable Line of Credit $6.4 million
Western Berks Community Landfill & Recycling Center	Double composite liner Treatment Onsite	YES	YES submitted capacity agreements for proposed back-up landfills	2	0	0	Provided Financial Summary of Equity Resources	$2 million	Surety Bond $10.9 million
York County Resource Recovery Center	Three Boiler WTE Facility	YES	YES has agreement with another County designated facility	21	18	0	Municipal Authority	$2 million	Collateral Bond $436,000

SECTION 6-4 DAILY AND ANNUAL CAPACITY GUARANTEES

Facility		Guarantees for Cumberland Waste Volumes		Daily Tons Reserved Capacity for Types of Waste			
Site Name	**Owner**	**Maximum Annual Volume in Tons**	**% Cumberland Waste will accept**	**MSW**	**C&D**	**Sludge**	**Other**
Bethlehem Landfill	IESI	Blueridge Back-up	Blueridge Back-up	N/A	N/A	N/A	N/A
Blueridge Landfill	IESI	6000	2%	100	100	N/A	N/A
Commonwealth Environmental Landfill	Commonwealth Environmental Systems LP	24,750	9.89%	**25**	25	10	30
Conestoga Landfill	BFI Waste Systems of North America, LLC Republic Services, Inc	54,800	22%	**125**	50	25	N/A
Cumberland County Landfill	Advanced Disposal	257,400	100	600	200	25	300
Greenridge	Greenridge Reclamation, LLC Republic Services, Inc.	39,000	15%	100	25	N/A	N/A
Greentree Landfill	Advanced Disposal	Lancaster Backup	Lancaster Backup	N/A	500	N/A	N/A
Harrisburg Resource Recovery Facility	The Harrisburg Authority	24,000	10%	100	N/A	N/A	N/A
Imperial Landfill	Allied Waste Systems of PA LLC Republic Services, Inc.	39,000	15%	100	25	N/A	N/A
Keystone Sanitary Landfill	Keystone Sanitary Landfill Inc (DeNaples)	27,450	10.97%	25	25	10	30
Lancaster County Resource Recovery Facility	Lancaster County Solid Waste Management Authority	15,000	6%	58	N/A	N/A	N/A
Lancaster Landfill	Advanced Disposal	65,000	26%	N/A	250	N/A	N/A
Laurel Highlands	Waste Management	28,500	11%	50	25	2	20
Modern Landfill	Republic Services, Inc	54,800	22%	500	200	50	N/A
Mostoller Landfill	Advanced Disposal	132,600	53%	200	100	25	100
Mountainview Landfill	Waste Management	43,500	21%	100	25	2	20
Sandy Run Landfill	Advanced Disposal	132,600	53%	200	100	25	100
Seneca Landfill	Vogel Holding Inc.	13,070	5%	18.79	13	6.26	4
Shade Landfill	Waste Management	28,500	11%	50	25	2	20
Southern Alleghenies	Waste Management	28,500	11%	50	25	2	20
Tri County Landfill	Vogel Holding Inc.	13,070	5%	18.79	13	6.26	4
Wayne Township Landfill	Clinton County Solid Waste Authority	31,200	12%	20	20	20	40
Western Berks Community Landfill	Advanced Disposal	132,600	53%	200	100	25	100
York County Resource Recovery Center	York County Solid Waste Authority	2,750	1%	10	N/A	N/A	N/A

TABLE 6-5 SCHEDULE OF MAXIMUM CHARGES

Facility	Maximum Base Disposal Rate 1st Year					Add-on Costs	Total Maximum Disposal Rate with Fees 1st Year				
Site Name	**MSW**	**C&D**	**SEWAGE SLUDGE**	**ICW**	**OTHER**	**Fees, Taxes, Surcharges**	**MSW**	**C&D**	**SEWAGE SLUDGE**	**ICW**	**OTHER**
Bethlehem Landfill	$65.00	$65.00	N/A	N/A	N/A	$10.72	$75.72	$75.72	N/A	N/A	N/A
Blueridge Landfill	$65.00	$65.00	N/A	N/A	N/A	$8.24	$73.24	$73.24	N/A	N/A	N/A
Commonwealth Environmental Landfill	$80.00	$80.00	$80.00	$80.00	N/A	$12.25	$92.25	$92.25	$92.25	N/A	N/A
Conestoga Landfill	72.6	72.6	41.15	N/A	N/A	43.71	$116.31	$116.31	$80.00 royalty fee is lower	N/A	72.6
Cumberland County Landfill	$85.00	$90.00	$95.00	$105.00	$100.00	$8.87	$93.87	$98.87	$103.87	$113.87	$108.87
Greenridge Landfill	$72.00	$72.00	N/A	N/A	N/A	$7.50	$79.50	$79.50	N/A	N/A	N/A
Greentree Landfill	N/A	$31.26	N/A	N/A	N/A	$7.49	N/A	$38.75	N/A	N/A	N/A
Harrisburg Resource Recovery Facility	$72.00	$74.75	N/A	N/A	N/A	$3.00	$75.00	$80.00 includes additional disposal fees	N/A	N/A	N/A
Imperial Landfill	$60.68	$60.68	N/A	N/A	N/A	$9.35	$70.03	$70.03	N/A	N/A	N/A
Keystone Sanitary Landfill	$80.00	$80.00	$80.00	N/A	N/A	$8.88	$88.88	$88.88	$88.88	N/A	N/A
Lancaster County Resource Recovery Facility	$60.00	N/A	N/A	N/A	N/A	$4.01	$64.01	N/A	N/A	N/A	N/A
Lancaster Landfill	N/A	$62.20	N/A	N/A	N/A	$1.30	N/A	$63.50	N/A	N/A	N/A
Laurel Highlands	$43.22	$62.72	$62.72	$62.72	N/A	$8.28	$51.50	$71.00	$71.00	$71.00	N/A
Modern Landfill	$51.75	$57.31	$35.55	N/A	N/A	$11.25	$63.00	$68.56	$46.80	N/A	$51.75
Mostoller Landfill	$75.00	$80.00	$85.00	$95.00	$100.00	$10.65	$85.65	$90.65	$95.65	$105.65	$110.65
Mountainview Landfill	$59.30	$52.60	$59.30	$59.30	N/A	$9.90	$69.20	$62.50	$69.20	$69.20	N/A
Sandy Run Landfill	$75.00	$80.00	$85.00	$95.00	$100.00	$9.97	$84.97	$89.97	$94.97	$104.97	$109.97
Seneca Landfill	$91.90	$91.90	$91.90	$116.90	$116.90	$8.10	$100.00	$100.00	$100.00	$125.00	$125.00
Shade Landfill	$43.29	$43.79	$43.79	$43.79	N/A	$9.71	$53.00	$53.50	$53.50	$53.50	N/A
Southern Alleghenies Landfill	$50.22	$50.22	$50.22	$50.22	N/A	$9.28	$59.50	$59.50	$59.50	$59.50	N/A
Tri County Landfill	$91.90	$91.90	$91.90	$116.90	$116.90	$8.10	$100.00	$100.00	$100.00	$125.00	$125.00
Wayne Township Landfill	$39.50	$39.50	$39.50	$39.50	$49.50	$10.50	$50.00	$50.00	$50.00	$50.00	$60.00
Western Berks Community Landfill	$95.00	$100.00	$100.00	$105.00	$100.00	$12.75	$107.75	$112.75	$112.75	$117.75	$112.75
York County Resource Recovery Center	$75.74	N/A	N/A	N/A	N/A	$3.00	$78.74	N/A	N/A	N/A	N/A

RECOMMENDATIONS FOR DISPOSAL FACILITY DESIGNATION

Based upon review and evaluation of the proposals, all of the facilities meet the established selection criteria. Some of the facilities are operating with permits that will expire before 2021. A few have capacity that could be greatly depleted during the term of the contract, but have room for expansion and design modifications. In these instances, actions to modify or renew existing permits are expected to result in approvals. One of the facilities currently has no active permit. It is waiting for a final decision on its application.

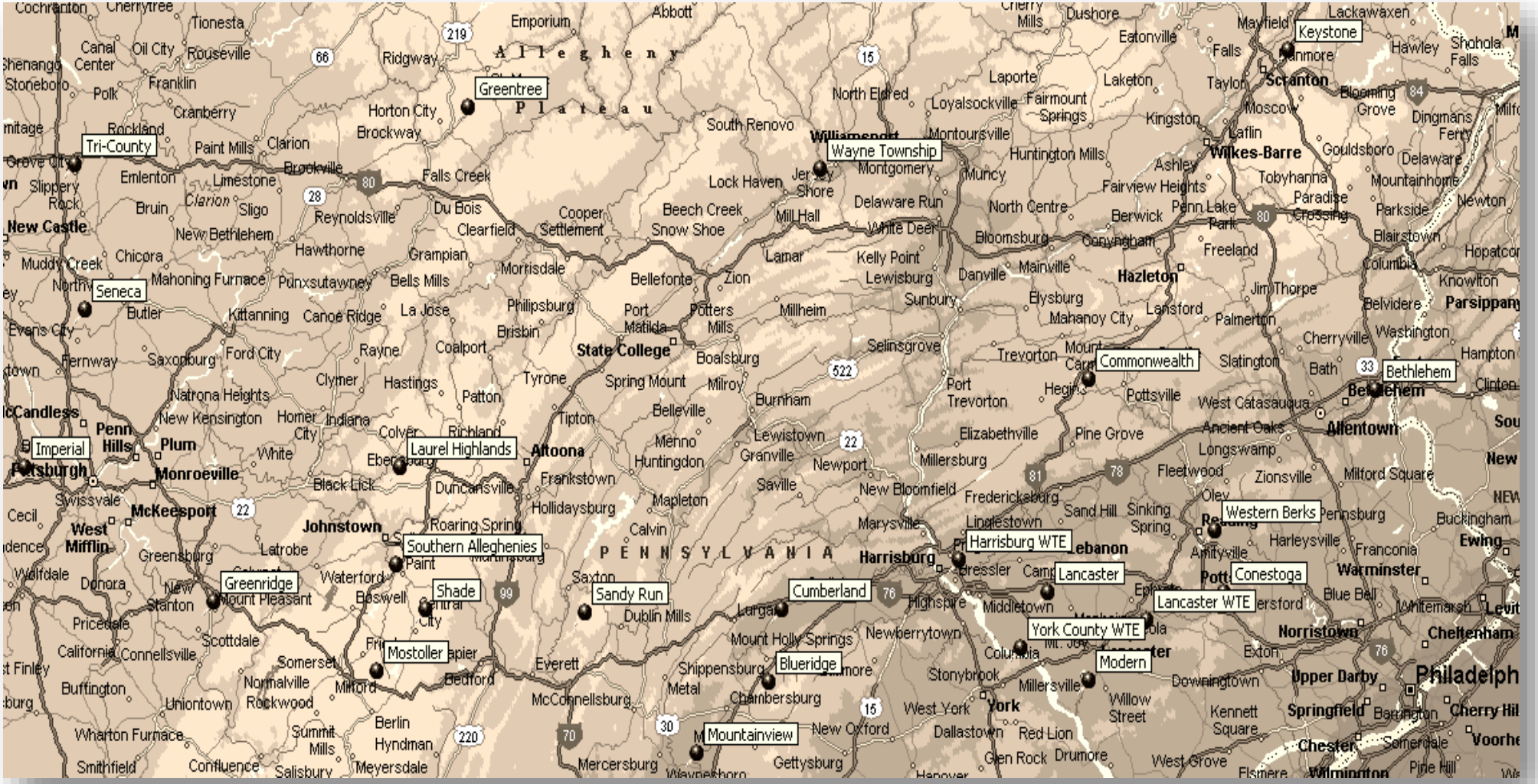
All qualify to become designated disposal facilities in the Cumberland County Municipal Waste Management Plan. The facility with a pending permit application otherwise satisfies the requirements and could be considered a designated facility contingent on receipt of a permit approval.

In summary, the Cumberland County Recycling & Waste Authority and the Cumberland County Board of Commissioners have executed and entered into disposal capacity agreements with the facilities shown here. The table is arranged in alphabetical order by the owner/operator with each corresponding facility listed below.

TABLE 6-6 DESIGNATED DISPOSAL FACILITIES BY OWNER/OPERATOR

Advanced Disposal Cumberland County Landfill Mostoller Landfill Sandy Run Landfill Western Berks Community Landfill Lancaster Landfill Greentree Landfill* *Back-up Facility Only **Clinton County Solid Waste Authority** Wayne Township Landfill **Harrisburg Authority** Harrisburg Resource Recovery Facility **IESI** Bethlehem Landfill* *Back-up Facility Only: Blueridge Landfill **Keystone Environmental** Commonwealth Environmental Landfill Keystone Sanitary Landfill	**Lancaster County Solid Waste Management Authority** Lancaster County Resource Recovery Facility **Republic Services** Conestoga Landfill Greenridge Landfill Imperial Landfill Modern Landfill **Vogel Holding** Seneca Landfill Tri County Landfill* *Designation upon permit approval: **York County Solid Waste Authority** York County Resource Recovery Center **Waste Management** Laurel Highlands Landfill Mountainview Landfill Shade Landfill Southern Alleghenies Landfill

FIGURE 6-1 LOCATION OF RECOMMENDED DISPOSAL FACILITIES



DESIGNATING ADDITIONAL FACILITIES

As was experienced over the past decade, circumstances and needs can change due to business decisions and regulatory requirements. In time, it is conceivable that landfills in the revised Plan and hauling companies currently in operation may change owners or cease to exist. New ownership may influence how and where waste can be transported. Thus, Cumberland County could find a need to utilize a disposal or processing facility that is not presently included.

The Cumberland County Recycling & Waste Authority and the County have developed a mechanism, which can manage this need and expedite the process of incorporating any additional disposal/processing facilities into the Plan. The addition of a facility(s) to a plan is considered a non-substantial plan revision according to the Municipal Waste Planning Guidelines, issued by the PADEP. Unlike a substantial revision, it does not require review and ratification by each of the municipalities. It thus can be accomplished in less time and with lower costs than the County would experience in a full-scale revision of the overall Plan.

Procedures have been established to simplify inclusion of a new facility. Initially, either a hauler or the facility itself must petition the County. Official forms provided by the Cumberland County Recycling & Waste Authority must be submitted by the petitioner. The Processing/Disposal Facility Petition for Designation in the Cumberland County Municipal Waste Management Plan is shown in Appendix C.

Upon receipt of the form, the Authority will send to the facility an information packet outlining the requirements of the facility to demonstrate its technical qualifications, compliance history, managerial experience and permitted status. A copy of the contractual agreement, shown in Appendix B, will be included for the facility to review and prepare to execute. A set fee structure for disposal of municipal waste generated in Cumberland County will be incorporated into the contractual agreement.

When a Petition Form has been submitted to the Cumberland County Recycling & Waste Authority, the PADEP will be notified and advised that a non-substantial Plan revision may be forthcoming. A facility must demonstrate that it meets all of the criteria required of other designated facilities named in the Plan and also obtain the approval of PADEP, to be added as a Plan revision. It will be the responsibility of the Petitioner or the Facility to cover all costs associated with the Plan revision. The costs shall be established by the Authority based on but not limited to the following expenses: staff, legal and consulting time; reproduction; postage; distribution to municipalities; and other related items.

Chapter 7

Implementing Entity

Leadership and Commitment

To implement the recommendations of the Municipal Waste Management Plan, Cumberland County must commit adequate financial support and resources. A sufficient number of qualified personnel, facilities and equipment are crucial to administer the plan and provide the services deemed necessary during the planning process. Because the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) shifted the authority for municipal waste management planning from the municipalities to the counties, the responsibility of local jurisdictions is often overlooked. However, municipalities must still retain a vital role in promoting recycling and enforcing proper waste management practices. Cumberland County recognizes the importance of working together with all of its municipalities to ensure that its environmental goals and objectives can be accomplished. Therefore, part of the planning process focused on ways to meet the unique needs in varying communities but still ensure consistency on the waste management opportunities made available to all residents. This chapter discusses the organizational structure and budgetary needs necessary to accomplish the Plan's mission.

HISTORICAL IMPLEMENTATION

The Solid Waste Authority of Cumberland County (renamed Cumberland County Recycling & Waste Authority) was created in 1975. As part of the original Plan, the County designated certain responsibilities to the Authority through a September 1991 Delegation Agreement. The delegation agreement authorized the Authority to secure financing and enter into contracts, and propose plans, budgets, and rules for County adoption. A County Solid Waste Department was also created to operate the daily functions of the solid waste system. As such, implementation of the original plan was a shared responsibility between the County and the Authority.

The original Delegation Agreement was written with the thought that the Authority would eventually construct a transfer station and begin directing all County waste to the transfer station, essentially taking control of the solid waste system. Litigation prevented a transfer station from being constructed. The Authority/County forged ahead with other

programs and services; however, it was under a Delegation Agreement that never really fit the mold. As such, confusion has sometimes occurred over powers and duties.

PROPOSED IMPLEMENTATION

To clarify powers and duties, a new Delegation Agreement was adopted in December 2012. Essentially, the Authority will function primarily as an advisory body, making recommendations to the Board of Commissioners on solid waste issues. Through County Recycling & Waste Department staff, the Authority will be tasked with evaluating all solid waste information and making recommendations for adoption by the County. The County will be the contracting party and guarantee financing for all projects.

GOVERNANCE AND PERSONNEL

The Cumberland County Recycling & Waste Authority consists of a seven member Board of Directors and an Executive Director. The Executive Director is also the Recycling & Waste Department Head. The Recycling & Waste Department has two additional staff members. In comparison to counties similar in size and population, the Department is comparably staffed. This is not to say that the staffing level is always adequate to fulfill the duties and requirements placed upon it by Act 101 through the PADEP and the County's Plan. It means that Cumberland County attempts to provide a host of services with the same manpower as its counterparts, which may or may not mirror the level of service and programs. The demographic complexities found across the large geographic area of the County create diverse demands and varying degrees of need for support and services. Enforcement, education and data management are therefore difficult to standardize and require more significant hours of staff time than in counties with more homogenous communities and programs. Based on the implementation schedule of the Plan, and the subsequent introduction of new programs and services, which could result from pending regulatory requirements, it is clear that the demands of the staff will not lessen.

With such a small staff, cross-training and shared responsibilities are common. Nevertheless, certain responsibilities are delineated for each person. Additional support staff may be necessary if the menu of service offerings is expanded. Any expansion of service offerings must contemplate the potential impact on the current staffing and ability to realign responsibilities. Following is a brief description of each position.

EXECUTIVE DIRECTOR/DEPARTMENT HEAD

Reflecting the duality of responsibility for solid waste management issues in Cumberland County, the Director of the Cumberland County Recycling & Waste Department also serves as the Executive Director of the Cumberland County Recycling & Waste Authority. This person is the primary liaison between the Authority and the County.

The management of the Authority is guided by the Executive Director. This individual forecasts the financial needs and ensures that the organization operates within its budget. The Director must balance the needs of the community with the financial resources available. The Director is in a position of constantly evaluating existing programs and seeking out new opportunities. Often, this requires considerable time spent negotiating with municipal and civic organizations, private service providers, the County and the general public. The Director must stay informed on legal and regulatory issues with impact on municipal waste management in the County. The Director also serves as the contract administrator for all programs.

The yard waste equipment cooperative program is managed primarily by the Director. The Director helps to maintain the recycling drop-off sites and participates in the special collection events.

RECYCLING COORDINATOR

Education, program development, and enforcement are activities that drive recovery rates, which in turn can increase revenue in the form of Act 101, Section 904 Performance Grants. The Recycling Coordinator has traditionally been responsible for these items. In Cumberland County, the Recycling Coordinator has historically been responsible for the successful coordination and implementation of a variety of special collection events for household hazard waste, electronics, tires, telephone books and pharmaceuticals. Most recently, the Coordinator has also assumed a shared responsibility of maintaining the drop-off recycling sites and the yard waste equipment cooperative program.

Local municipalities, schools, businesses and other institutions rely on the Recycling Coordinator for technical support. This individual conducts waste audits and offers solutions for waste minimization, and ideas for imitating and improving recycling collection programs. The Recycling Coordinator also conducts educational seminars and does other public appearances and presentations related on solid waste and recycling issues.

Grant submissions also fall within the tasks assigned to the Recycling Coordinator. This individual not only prepares and submits grant applications for the County, but also makes this service available to the 33 municipalities in Cumberland County.

Additionally, the Recycling Coordinator is the data manager, tracking and monitoring recycling performance throughout the County and subsequently submitting reports to the PADEP. The administrative management responsibilities required of all County Recycling Coordinators by PADEP have grown since the inception of the plans developed under Act 101. At the same time, the expectations and goals for program services and enforcement have also increased making it difficult for one-person to accomplish it all.

ADMINISTRATIVE ASSISTANT

The Administrative Assistant is the first point of contact with the public. This individual plays an important role in education by increasing awareness for the programs and activities. By providing accurate information on the availability of outlets for various waste materials, this individual helps to prevent pollution by eliminating illicit dumping and improves public health and safety. As the web administrator, the Administrative Assistant ensures that news of events, programs, as well as County solid waste policies are disseminated in a timely fashion. Serving as the business manager, this individual prepares a draft and subsequently monitors the budget on a daily, weekly, monthly and yearly basis and prepares monthly and yearly closing reports for auditing purposes. The Administrative Assistant also serves as the internal grant administrator, tracking grant eligible expenses for financial closing reports and for reimbursement. Additionally, the Administrative Assistant ensures proper implementation of the transporter registration program and landfill reporting requirements.

EVALUATING THE ORGANIZATIONAL STRUCTURE

Ambiguities and weaknesses in the delegation agreement between the County and the Authority were targeted as areas for improvement during the planning process. In light of this, the organizational structure utilized to implement the Plan was re-evaluated. A County Department with an advisory Authority was determined as the best organizational structure.

COUNTY DEPARTMENT WITH SOLID WASTE ADVISORY AUTHORITY

The Cumberland County Municipal Waste Management Plan will be implemented by the County based on recommendation and advice from the Authority. Members of the Authority receive appointments from the Board of County Commissioners. Each is representative of a select segment of public and private stakeholders in the County. Authority meetings are open to the public. The Board of County Commissioners is encouraged to send a representative.

Staff will be County employees and will bring solid waste issues to the Authority for discussion and recommendations. The Authority has the ability to make recommendations for facility design, development, real estate and procurement. However, the County retains ultimate approval for the finances and thus it has final say on the budget and any large expenditure. The Authority is also tasked with recommending language for ordinances, regulations, and resolutions for consideration by the Commissioners, as well as offering advice on pertinent solid waste issues.

BUDGETARY NEEDS

Operational costs remain fairly constant. Clearly, the largest expense is salaries and benefits followed closely by equipment replacement, based on a ten year average of purchases and straight-line depreciation. Program operating costs ranks third. The proposed budget does not take into account future growth or development of new programs.

During the planning process, the ability to secure long-term funding for services provided by the implementing entity was targeted as the single most critical issue.

Traditionally, revenue from administrative fees in the disposal capacity agreements, hauler licensing fees, and a variety of grants authorized through Act 101 for staffing, recycling performance, program development and planning provided funding. Additionally, monies were received from user fees from the yard waste cooperative, as well as donations from special collections events. Due to recent court rulings discussed earlier, many landfills exercised their ability to discontinue payment of administrative fees imposed by counties to administer their plans. Consequently, the flow of money from these fees has ceased.

Another source of income is derived from PADEP Act 101 Section 900 grants. The County is eligible to receive funds from four distinct types of grants. Section 901 grants provide funding for planning and feasibility studies. Section 902 grants are available for equipment and program development. Section 903 grants reimburse counties for half of the salary and expenses of the Recycling Coordinators. Section 904 grants can reimburse counties for total tons of materials recycled by the County if the materials are not claimed by a municipality. Other funding is often available for special collections such as electronic waste, household hazardous waste and tires.

The County and the Authority will need to develop new and reliable sources of income if the programs currently implemented are to survive. Several recommendations to secure funding were offered in the planning process. These range from negotiations with service providers to direct fees to users. The following narrative outlines some of those suggestions.

Renewed landfill disposal agreements do not include any criteria that require fees or services to be provided for inclusion of a facility in the Plan. Provisions for voluntary support of programs however, were pursued apart and separate from the capacity agreements. In-kind services and sponsorships of special collection events, educational programs and other items can be negotiated in lieu of traditional tipping fee assessments. Additionally, it is recommended that the County continue to pursue host fee agreements with facilities located within the County's borders.

The County could maximize its grant potential by submitting the salary and expenses of the Executive Director for the Section 903 reimbursement, provided the Director's time spent on recycling related activities as opposed to other administrative duties were sufficient enough to warrant the change. Additionally, many municipalities do not pursue reports from the commercial recycling activity occurring in their communities. The County should actively collect this information and report it with the county-wide data to bolster its own Section 904 Performance grant.

Cumberland County residents have benefitted for years from the solid waste services without realizing any direct costs. With escalating costs and diminishing grant programs, the practice of free services cannot be sustained. Counties throughout Pennsylvania have demonstrated that user fees do not significantly deter participation in such services. The County should develop a fee schedule for special collection events, and additional future services.

The County currently realizes some income from its yard waste equipment cooperative program. The fees should be reviewed periodically to ensure they are sufficient to sustain the actual costs of the program. Future costs of equipment replacement and repair may not be covered by grants and operational costs of transporting equipment will continue to escalate.

Finally, the County will be required to cover the operating costs of its solid waste programs not met by the aforementioned sources of revenue.

Overall, the recommended changes in the organizational structure and aggressive improvements in revenue generation are expected to strengthen the solid waste and recycling programs in Cumberland County. As seen in the various suggestions, contributions from stakeholders from County and municipal government, the general public, as well as the private sector are necessary if these desired services are to continue.

Chapter 8

Public Ownership and Operation

The Role of the County and Municipalities

Public and private sector services operate within Cumberland County. The private sector primarily controls waste and recycling collection, processing and disposal. The public sector has a greater vested interest in yard waste collection and processing. The Cumberland County Recycling & Waste Authority plays an important role in the advancement of recycling and waste diversion technologies and programs when they are not made available by the private sector. The Authority fulfills the public function on behalf of the County. The Authority also supports the efforts of private industry through open communication, education, and enforcement of proper waste management practices.

This chapter summarizes the operational role of local government in municipal waste management. It describes the functions and assets of both County and municipal entities. Future plans are also discussed.

CUMBERLAND COUNTY WASTE AUTHORITY SERVICES

Cumberland County and the Cumberland County Recycling & Waste Authority are not engaged in the day-to-day operations of collecting and processing recyclable materials, nor does it collect or process organic materials. The County does own yard waste processing equipment, which it acquired through a series of Act 101, Section 902, Program Development and Implementation Grants. For a nominal fee, the Country leases this equipment to municipalities and other nonprofit organizations and institutions that operate composting facilities. Use of the equipment is available to these entities on a countywide basis. The County maintains and repairs the processing equipment. Neither the County nor the Authority owns or operates a municipal waste disposal facility. Neither are involved with the collection of municipal waste.

MUNICIPALITIES WITH PUBLIC SECTOR FACILITIES AND OPERATIONS

Shippensburg Borough is the only Cumberland County municipality that utilizes public works crews to collect and transport municipal waste and recyclables. Shippensburg's public workers also service select commercial accounts.

In some instances, municipal public workers collect leaves, leaf waste and yard debris. For the most part, these materials are delivered to local compost sites for processing and composting.

COMPOST SITES

Table 10-1 lists the public methods used for yard waste management.

FUTURE PROGRAMS AND FUNCTIONS

Developing or investing in a public sector municipal waste infrastructure is not currently a consideration in Cumberland County. There is no indication from any of the municipalities that such interests or plans exist. It is anticipated that these roles or attitudes will not change during the Plan's implementation period.

TABLE 10-1 PUBLIC SECTOR YARD WASTE COLLECTION AND COMPOST SITES

Municipality	Residential Leaf Waste	Residential Brushy Waste Collection	Residential Leaf	Residential Brushy Waste Drop-Off	Compost Available at Processing Site	Mulch Available at Processing Site
Camp Hill Borough	X	X	X	X	X	X
Carlisle Borough	X	X	X	X	X	X
East Pennsboro Township	X	X	X	X	X	X
Hampden Township	X	X	X	X	X	X
Lemoyne Borough	X		X	X	X	X
Lower Allen Township	X	X	X	X	X	X
Mechanicsburg Borough*	X	X	X	X	X	X
Middlesex Township**			X	X	X	X
New Cumberland Borough	X	X				
Newville Borough	X				X	
North Middleton Township**	X	X	X	X	X	X
Shippensburg Borough***	X	X	X	X	X	X
Shiremanstown Borough	X					
Silver Spring Township*	X	X	X	X	X	X
South Middleton Township	X	X	X	X	X	X
Upper Allen Township	X	X			X	X
Wormleysburg Borough	X					

* One site is shared by Mechanicsburg Borough and Silver Spring Township. ** One site is shared by Middlesex Township and North Middleton Township.

*** Shippensburg Borough's site is open to residents of Shippensburg Borough, Southampton Township (Cumberland and Franklin Counties), Shippensburg Township, Newburg Borough, and Hopewell Township. Site users must show an identification card to gain entry to the site. Township residents must buy an ID card to the Shippensburg Borough office for $20. The card is renewable annually. Shippensburg Borough residents already pay for use of the site in their quarterly sanitation bill

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Chapter 9

Implementing Documents

Ordinances, Contracts, Registrations,

Proper municipal waste management is everybody's responsibility. The Cumberland County Municipal Waste Management Plan outlines the roles, and guidelines of residents, municipalities, businesses and service providers. Ordinances, contracts and other procedures clarify the County's and the Authority's power to implement the Plan. These documents also serve as a direct means of enforcement.

The mechanisms designed for implementation of this Plan are discussed in the following narratives. Each document is provided in a separate section of the Appendices, with its specific location noted below.

The proposed versions of forms for reporting and transporter registration applications are included in the Plan. Improvements and revisions to these forms may occur as warranted. New documents may be developed over time and others abandoned to simplify and improve the procedures associated with implementation. However, these changes will not alter the legal or contractual content of the Plan. Therefore, forms included in the Appendices are provided simply as examples of those that will be currently utilized.

SOLID WASTE AND RECYCLING TRANSPORTERS REGISTRATION

The County drafted the Solid Waste and Recycling Transporters Ordinance to ensure that those engaged in the activity of collecting and transporting municipal waste and recyclables in Cumberland County register and report their activities. Transporter registration facilitates the County's annual reporting requirements to PADEP. By more thoroughly tracking and monitoring the activities of those engaged in handling and transporting recyclables, the County increases opportunities to obtain Act 101, Section

904 Performance Grants. The proposed ordinance is located in Appendix D. A sample Transporter Registration form is provided in Appendix E.

MUNICIPAL WASTE DISPOSAL CAPACITY AGREEMENT

The Municipal Waste Disposal Capacity Agreement (Appendix B) is the contract, which assures that disposal capacity is available throughout the period of the Plan for municipal waste generated in Cumberland County. The agreement establishes the types and volumes of waste; the maximum tipping fees; and the reporting requirements for each site. Each and every facility currently included in the Plan, as well as any in the future, must agree to the provisions of this Agreement. This ensures consistent and non-discriminatory terms, conditions and standards among all facilities that are to be used for disposal/processing of Cumberland County municipal waste. Executed copies of the agreement are found in Appendix J.

PETITION TO ADD A PROCESSING/DISPOSAL FACILITY IN THE PLAN

The County recognizes that new facilities or technical processing opportunities may become available. To accommodate such opportunities, the Plan provides a mechanism to add facilities in the future. Appendix C includes the Petition to add a Processing/Disposal Facility in the Plan. The requirements for completing that process are also described. Each facility petitioning the County will be subject to the same criteria set forth in the original Request for Proposals met by the currently designated facilities. The inclusion of the facility must be approved by PADEP as a non-substantial plan revision.

DELEGATION AGREEMENT

In order to ensure implementation of the provisions of this Plan the Cumberland County Board of Commissioners entered into an agreement with the Cumberland County Recycling & Waste Authority that delegates the County's responsibilities under Act 101. The agreement is provided in Appendix F.

RESOLUTION TO ADOPT THE PLAN REVISIONS

Upon completion of this Plan revision, the Cumberland County Board of Commissioners will adopt the revised Plan in the form of a resolution contained in Appendix G.

Chapter 10

Impact on Existing Programs

Ease of Transition

The planning process served as a review of programs and services provided by both the public and private sectors. Residential, commercial, institutional and government waste management practices were considered. To ensure that policies resulting from the Plan were fair and reasonable input was sought from a diverse group of stakeholders. Suggestions were offered to strengthen and expand the capabilities of providing existing programs and exploring new services. None is intended to interfere with existing contracts and business relationships.

Substantial changes in the current infrastructure are not anticipated as a direct result of the recommendations made in the Plan. However, if new technologies and opportunities present themselves within the next ten-years, the Plan allows for consideration and incorporation of those ideas and concepts.

EMPHASIS ON FINANCIAL SUSTAINABILITY

Court rulings, new regulations and a general decrease in waste generation have reduced or eliminated certain sources of revenue to support local programs. In addition, existing partnerships and market conditions include vulnerabilities that could impact future revenues. In order to continue the quantity and quality of services the citizens of Cumberland County have come to expect, the Plan recommends periodic reviews of the fee for service structure. Assurance that full costs are allocated and that users are assessed a fair portion of those costs is recommended. In addition, securing program sponsorships outside of the waste and recycling sphere is recommended to expand and diversify the sources of revenue.

"Now I truly believe that we in this generation must come to terms with nature, and I think we're challenged, as mankind has never been challenged before, to prove our maturity and our mastery, not of nature but of ourselves."

Rachel Carson, author
Silent Spring

Chapter 11

Fair and Competitive Markets

The Business of Solid Waste Management

Cumberland and all other Pennsylvania counties have a primary responsibility outlined in Act 101 to secure sufficient disposal capacity. Similar requirements exist in nearby states and throughout the nation. In fulfilling its Act 101 obligations, Cumberland County will not hamper the ability of waste management facilities to function in the marketplace. Additionally, the County will not act to obstruct other counties from obtaining necessary disposal capacity.

EQUITABLE ACCESS TO AVAILABLE CAPACITY

During the planning process it was determined that Cumberland County was best served by utilizing the services of existing transfer, processing and disposal facilities. The County's municipal waste is delivered to disposal and processing facilities operating both within Cumberland County and also to facilities in other counties and, potentially, in other states. Some of the facilities are owned and operated by the private sector. Others are public sector operations. The use of multiple facilities, as demonstrated throughout the plan, allows for a fair and open market and provides sufficient capacity to the County. The same approach is commonly utilized in other county plans. Many of them use the same landfills as Cumberland County and in fact export their waste to facilities located here.

The County respects the contractual obligations of these facilities to serve other counties as well as Cumberland. In addition, it understands their need to design, finance and construct reasonable expansions to meet the required capacity specifications. Therefore, the County will not interfere with the normal operational and regulatory process involved with such expansions. The County will neither inhibit the free enterprise of these facilities nor prevent them from generating the necessary profits to support those projects.

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Appendix A

Common Terminology

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DEFINITIONS AND ACRONYMS

The following words, terms and acronyms are commonly used in discussions of municipal waste management and recycling. Throughout this plan, those words, terms and acronyms have the following meanings, unless the context clearly indicates otherwise:

Abatement—The restoration, reclamation, recovery and the like of a natural resource adversely affected by the activity of a person, permittee or municipality.

Access road—A roadway or course providing access to a municipal waste processing or disposal facility, or areas within the facility, from a road that is under Federal, Commonwealth or local control.

Act—The Solid Waste Management Act (35 P. S. § § 6018.101—6018.1003).

Agricultural utilization—The land application of sewage sludge for its plant nutrient value or as a soil conditioner as part of an agricultural operation.

Agricultural waste—Poultry and livestock manure, or residual materials in liquid or solid form generated in the production and marketing of poultry, livestock, fur bearing animals, and their products, if the agricultural waste is not hazardous. The term includes the residual materials generated in producing, harvesting and marketing of agronomic, horticultural and silvicultural crops or commodities grown on what are usually recognized and accepted as farms, forests or other agricultural lands.

Aluminum—Refers to cans comprised of 100% aluminum.

Association—A corporation, partnership, limited liability company, business trust or two or more persons associated in a common enterprise or undertaking.

Autoclave—A pressure vessel in which infectious waste is disinfected using high temperature steam, directly or indirectly, to maintain specified temperatures for retention times consistent with the waste being processed.

Beneficial use—Use or reuse of residual waste or residual material derived from residual waste for commercial, industrial or governmental purposes, where the use does not harm or threaten public health, safety, welfare or the environment, or the use or reuse of processed municipal waste for any purpose, where the use does not harm or threaten public health, safety, welfare or the environment.

C&D— Construction Demolition Waste.

Chemotherapeutic waste—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. The term does not include waste containing antineoplastic agents that are hazardous wastes under Chapter 261a (relating to identification and listing of hazardous waste) and 40 CFR Part 261 (relating to identification and listing of hazardous waste) to the extent that Part 261 is incorporated in § 261a.1 (relating to incorporation by reference, purpose and scope).

Clean fill—Uncontaminated, nonwatersoluble, nondecomposable inert solid material used to level an area or bring the area to grade. The term does not include material placed into or on waters of this Commonwealth.

Closure—The date on which a municipal waste processing or disposal facility permanently ceases to accept waste, and access is limited to activities necessary for postclosure care, maintenance and monitoring.

COG — Council of Governments.

Collateral bond—A penal bond agreement in a sum certain, payable to the Department, executed by the operator and supported by the deposit with the Department of cash, negotiable bonds of the United States, the Commonwealth, the Turnpike Commission, the General State Authority, the State Public School Building Authority or a Commonwealth municipality, Commonwealth bank automatically renewable and assignable certificates of deposit or irrevocable and standby Commonwealth bank letters of credit.

Commercial establishment—An establishment engaged in nonmanufacturing or nonprocessing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Commercial infectious or chemotherapeutic waste facility—A facility that processes infectious or chemotherapeutic waste not generated primarily onsite. The term includes facilities where one of the following exists:

(i) Of the waste processed, less than 50% on a monthly average was generated onsite.

(ii) Greater than 50% of the waste processed on a monthly average is not generated from entities that are wholly-owned by the owner of the waste processing facility.

Community activities—Events sponsored in whole or in part by a municipality, or conducted within a municipality and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events that will be attended by 200 or more individuals per day.

Composting—The process by which organic solid waste is biologically decomposed under controlled anaerobic or aerobic conditions to yield a humus-like product.

Composting facility—A facility using land for processing of municipal waste by composting. The term includes land thereby affected during the lifetime of the operations, including, but not limited to, areas where composting actually occurs, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a facility for composting residential municipal waste that is located at the site where the waste was generated.

Composting pad—An area within a general composting facility where compost or solid waste is processed, stored, loaded or unloaded.

Construction/demolition waste—Solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete. The term does not include the following if they are separate from other waste and are used as clean fill:

(i) Uncontaminated soil, rock, stone, gravel, brick and block, concrete and used asphalt.

(ii)Waste from land clearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

Construction/demolition waste landfill—A facility using land exclusively for the disposal of construction/demolition waste. The term includes land affected during the lifetime of the operations, including, but not limited to, areas where disposal activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to the operation of the facility.

Construction material—The engineered use of municipal waste as a substitute for a raw material or a commercial product in a construction activity, if the waste has the same engineering characteristics as the raw material or commercial product for which it is substituting. The term includes the use of municipal waste as a roadbed material, for pipe bedding and in similar operations. The term does not include valley fills, the use of municipal waste to fill open pits from coal or other fills or the use of municipal waste solely to level an area or bring the area to grade when a construction activity is not completed promptly after the placement of the solid waste.

Container—A portable device in which waste is held for storage or transportation.

Corrugated paper—A structural paper material with an inner core shaped in rigid parallel furrows and ridges.

DEP— Department of Environmental Protection.

Department—The Department of Environmental Protection of the Commonwealth, and its authorized representatives.

Disinfection—The treatment or processing of infectious waste so that it poses no risk of infection or other health risk to individuals handling or otherwise coming into contact with the waste. The term includes autoclaving; dry heat, gas or chemical disinfection; radiation and irradiation; and incineration.

Disposal—The deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air or is discharged to the waters of this Commonwealth.

Disposal area—The part of the site where disposal is occurring or will occur.

EPA—The United States Environmental Protection Agency.

Environmental protection acts—The act, The Clean Streams Law (35 P. S. § § 691.1—691.1001), the Municipal Waste Planning, Recycling and Waste Reduction Act (53 P. S. § § 4001.101—4001.1904), the Hazardous Sites Cleanup Act (35 P. S. § § 6020.101—6020.1305), the Low-Level Radioactive Waste Disposal Act (35 P. S. § § 7130.101—7130.906), the act of July 13, 1988 (35 P. S. § § 6019.1—6019.6), known as the Infectious and Chemotherapeutic Waste Disposal Law, the Air Pollution Control Act (35 P. S. § § 4001—4015), the Surface Mining Conservation and Reclamation Act (52 P. S. § § 1396.1—1396.31), the Noncoal Surface Mining Conservation and Reclamation Act (35 P. S. § § 3301—3326), the Dam Safety and Encroachments Act (32 P. S. § § 693.1—693.27), and other State or Federal statutes relating to environmental protection or the protection of public health, including statutes adopted or amended after April 9, 1988.

Environmental Stewardship and Watershed Protection Act—27 Pa.C.S. § § 6101—6113.

Facility—Land, structures and other appurtenances or improvements where municipal waste disposal, processing or beneficial use is permitted or takes place.

Feasibility study—A study which analyzes a specific municipal waste processing, recycling or disposal system to assess the likelihood that the system can be successfully implemented, including, but not limited to, an analysis of the prospective market, the

projected costs and revenues of the system, the municipal waste stream that the system will rely upon and various options available to implement the system.

Final closure—The date after which no further treatment, maintenance or other action is or will be necessary at a municipal waste processing or disposal facility to ensure compliance with the act and this article.

Friable asbestos containing waste—Waste containing more than 1% asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. The term also includes nonfriable asbestos containing waste, which is rendered friable during management.

General composting facility—A composting facility other than an individual backyard composting facility or yard waste composting facility operating under § 271.103(h) (relating to permit-by-rule for municipal waste processing facilities other than for infectious or chemotherapeutic waste; qualifying facilities; general requirements).

General permit—Except as provided in Subchapter J (relating to beneficial use of sewage sludge by land application), a regional or Statewide permit issued by the Department for a specified category of beneficial use or processing of solid waste, the terms and conditions of which allow an original applicant, a registrant and a person or municipality that obtains a determination of applicability, to operate under the permit if the terms and conditions of the permit and certain requirements of this article are met.

Generator—A person or municipality that produces or creates a municipal waste.

Hazardous waste—Garbage, refuse or sludge from an industrial or other waste water treatment plant; sludge from a water supply treatment plant or air pollution control facility; and other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from municipal, commercial, industrial, institutional, mining, or agricultural operations, and from community activities; or a combination of the above, which because of its quantity, concentration or physical, chemical or infectious characteristics may do one of the following:

(i) Cause or significantly contribute to an increase in mortality or increase in morbidity in either an individual or the total population.

(ii) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

The term does not include coal refuse as defined in the Coal Refuse Disposal Control Act (52 P. S. § § 30.51—30.101). The term does not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance

with a valid permit issued under The Clean Streams Law (35 P. S. § § 691.1—691.1001). The term does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act (33 U.S.C.A. § 1341) or source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 (42 U.S.C.A. § § 2011—2284).

HDPE—High Density Polyethylene.

HHW— Household hazardous waste.

High-grade office paper—Bond, copier, letterhead or mimeograph paper typically sold as ''white ledger'' paper; and computer paper.

Household hazardous waste— Waste generated by a household that could be chemically or physically classified as a hazardous waste under the standards of Article VII (relating to hazardous waste management).

For the purpose of this definition, the term ''household'' includes those places described as ''households'' in 40 CFR 261.4(b)(1) (relating to exclusions).

ICW— Infectious Chemotherapeutic Waste.

Incinerator—An enclosed device using controlled combustion for the primary purpose of thermally breaking down solid waste, and which is equipped with a flue as defined in § 121.1 (relating to definitions).

Incorporating—Injecting sludge beneath the surface of the soil or mixing sludge with the surface soil.

Industrial establishment—An establishment engaged in manufacturing or processing, including, but not limited to, factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Infectious waste— (i) General. Municipal and residual waste which is 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, and which falls under one or more of the following categories:

(A) Cultures and stocks. Cultures and stocks of infectious agents and associated biologicals, including the following: cultures from medical and pathological laboratories; cultures and stocks of infectious agents from research and industrial laboratories; wastes from the production of biologicals; discarded live and attenuated vaccines except for

residue in emptied containers; and culture dishes, assemblies and devices used to conduct diagnostic tests or to transfer, inoculate and mix cultures.

(B) Pathological wastes. Human pathological wastes, including tissues, organs and body parts and body fluids that are removed during surgery, autopsy, other medical procedures or laboratory procedures. The term does not include hair, nails or extracted teeth.

(C) Human blood and body fluid waste.

(I) Liquid waste human blood.

(II) Blood products.

(III) Items saturated or dripping with human blood.

(IV) Items that were saturated or dripping with human blood that are now caked with dried human blood, including serum, plasma and other blood components, which were used or intended for use in patient care, specimen testing or the development of pharmaceuticals.

(V) Intravenous bags that have been used for blood transfusions.

(VI) Items, including dialysate that have been in contact with the blood of patients undergoing hemodialysis at hospitals or independent treatment centers.

(VII) Items saturated or dripping with body fluids or caked with dried body fluids from persons during surgery, autopsy, other medical procedures or laboratory procedures.

(VIII) Specimens of blood products or body fluids, and their containers.

(D) Animal wastes. Contaminated animal carcasses, body parts, blood, blood products, secretions, excretions and bedding of animals that were known to have been exposed to zoonotic infectious agents or nonzoonotic human pathogens during research (including research in veterinary schools and hospitals), production of biologicals or testing of pharmaceuticals.

(E) Isolation wastes. Biological wastes and waste contaminated with blood, excretion, exudates or secretions from:

(I) Humans who are isolated to protect others from highly virulent diseases.

(II) Isolated animals known or suspected to be infected with highly virulent diseases.

(F) Used sharps. Sharps that have been in contact with infectious agents or that have been used in animal or human patient care or treatment, at medical, research or industrial laboratories.

(ii) Mixtures.

(A) The term also includes materials identified under subparagraph (i) that are mixed with municipal and residual waste, including disposable containers.

(B) The term also includes mixtures of materials identified in subparagraph (i) with quantities of radioactive waste not subject to regulation.

(iii) Exceptions. The term does not include the following:

(A) Wastes generated as a result of home self-care.

(B) Human corpses, remains and anatomical parts that are intended for interment or cremation, or are donated and used for scientific or medical education, research or treatment.

(C) Etiologic agents being transported for purposes other than waste processing or disposal pursuant to the requirements of the United States Department of Transportation (49 CFR 171.1—190), the Department of Transportation (67 Pa. Code Part I) and other applicable shipping requirements.

(D) Samples of infectious waste transported offsite by Commonwealth or United States government enforcement personnel during an enforcement proceeding.

(E) Body fluids or biologicals which are being transported to or stored at a laboratory prior to laboratory testing.

(F) Ash residue from the incineration of materials identified in subparagraphs (i) and (ii) if the incineration was conducted in accordance with § 283.402 (relating to infectious waste monitoring requirements). The ash residue shall be managed as special handling municipal waste.

(G) Reusable or recyclable containers or other nondisposable materials, if they are cleaned and disinfected, or if there has been no direct contact between the surface of the container and materials identified in subparagraph (i). Laundry or medical equipment shall be cleaned and disinfected in accordance with the United States Occupational Safety and Health Administration Requirements in 29 CFR 1910.1030 (relating to blood borne pathogens).

(H) Soiled diapers, which do not contain materials identified in subparagraph (i).

(I) Mixtures of hazardous waste subject to Article VII (relating to hazardous waste management) and materials identified in subparagraph (i) shall be managed as hazardous waste and not infectious waste.

(J) Mixtures of materials identified in subparagraph (i) and regulated radioactive waste shall be managed as radioactive waste in accordance with applicable Commonwealth and Federal statutes and regulations, including, but not limited to, § 236.521 (relating to minimum requirements for classes of waste).

Mixtures of materials identified in subparagraph (i) and chemotherapeutic waste shall be managed as chemotherapeutic waste in accordance with this article.

Institutional establishment—An establishment engaged in service, including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

Land application—Agricultural utilization or land reclamation of solid waste. The term does not include the disposal of solid waste in a landfill or disposal impoundment.

Land disposal—The land application of sewage sludge for purposes other than agricultural utilization or land reclamation.

Landowner—The person or municipality in whom legal title to the surface of the land is vested.

Land reclamation—The land application of sewage sludge for its plant nutrient value or as a soil conditioner, in order to establish vegetative growth or restore or enhance the soil.

Leachate—A liquid that has permeated through or drained from solid waste.

Leaf composting facility—A facility for composting vegetative material, including leaves, garden residue and chipped shrubbery and tree trimmings. The term does not include a facility that is used entirely or partly for composting grass clippings.

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

Liquid waste—A waste that contains free liquids as determined by Method 9095 (paint filter liquids test), as described in the EPA's "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods" (EPA Publication No. SW-846).

Management—The entire process, or a part thereof, of storage, collection, transportation, processing, treatment and disposal of solid wastes by a person engaging in the process.

Marketed—The transfer of ownership of recyclable materials for the purpose of recycling the materials into a new product or use.

Maximum daily volume—The maximum daily volume limit that is permitted to be received for disposal at the facility on an operating day.

Mobile infectious waste processing facility—An infectious waste processing unit which is moved from one waste generation site to another for the purpose of onsite processing of a generator's infectious waste. The term refers to any processing activity designed to disinfect infectious waste in accordance with § 284.321 (relating to infectious waste monitoring requirements) to render the waste noninfectious. The term does not include any permanently placed waste processing units.

MRF— Materials Recovery Facility.

MSW— Municipal solid waste.

Municipality—A city, borough, incorporated town, township, county or an authority created by any of the foregoing.

Municipal recycling program—A source separation and collection program for recycling municipal waste or source-separated recyclable materials, or a program for designated drop-off points or collection centers for recycling municipal waste or source-separated recyclable materials, that is operated by or on behalf of a municipality. The term includes a source separation and collection program for composting yard waste that is operated by or on behalf of a municipality. The term does not include a program for recycling construction/demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipal waste—Garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material resulting from 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 section from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility.

Municipal waste disposal or processing facility—A facility using land for disposing or processing of municipal waste. The facility includes land affected during the lifetime of operations, including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, transportation and storage facilities, closure and postclosure care and

maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility.

Municipal waste landfill—A facility using land for disposing of municipal waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

Municipal waste management plan—A comprehensive plan for an adequate municipal waste management system in accordance with Chapter 272, Subchapter C (relating to municipal waste planning).

Municipal Waste Planning, Recycling and Waste Reduction Act—53 P. S. § § 4000.101—4000.1904.

NPDES—National Pollutant Discharge Elimination System.

Normal farming operations—The customary and generally accepted activities, practices and procedures that farms adopt, use or engage in year after year in the production and preparation for market of poultry, livestock and their products; and in the production, harvesting and preparation for market of agricultural, agronomic, horticultural, silvicultural and aquicultural crops and commodities; if the operations are conducted in compliance with applicable laws, and if the use or disposal of these materials will not pollute the air, water or other natural resources of this Commonwealth. The term includes the storage and utilization of agricultural and food process wastes for animal feed, and the agricultural utilization of septic tank cleanings and sewage sludges, which are, generated offsite. The term also includes the management, collection, storage, transportation, use or disposal of manure, other agricultural waste and food processing waste on land where the materials will improve the condition of the soil, the growth of crops or in the restoration of the land for the same purposes.

OCC— Old corrugated cardboard.

ONP— Old newsprint.

Onsite—The same or geographically contiguous property owned or leased or used by a generator or waste management facility, which may be divided by public or private right-of-way, if the entrance and exit between the properties is at a crossroads intersection, and access is by crossing, as opposed to going along the right-of-way. Noncontiguous

properties owned or leased by the same person or municipality but connected by a right-of-way under the control of the person or municipality and to which the public does not have access, are also considered onsite property. A facility that does not meet the requirements of this definition is an offsite facility.

Operate—To construct a municipal waste management facility in anticipation of receiving solid waste for the purpose of processing or disposal; to receive, process or dispose of solid waste; to carry on an activity at the facility that is related to the receipt, processing or disposal of waste or otherwise affects land at the facility; to conduct closure and postclosure activities at a facility.

Operator—A person or municipality that operates a municipal waste processing or disposal facility.

Owner—The person or municipality who is the owner of record of a facility or part of a facility.

PAYT— Pay as you throw. A method of charging for waste collection that is based on incremental volume.

Pennsylvania Used Oil Recycling Act—58 P. S. § § 471—480.

Permit—A permit issued by the Department to operate a municipal waste disposal or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance and permit renewal.

Permit area—The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Department. The area includes the areas, which are or will be affected by the municipal waste processing or disposal facility.

Permit-by-rule—A permit which a person or municipality is deemed to have for the operation of a facility or an activity upon compliance with § 271.102 or § 271.103 (reserved).

Person—An individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, Federal Government or agency, State institution and agency—including, but not limited to, the Department of General Services and the State Public School Buildings Authority—or another legal entity which is recognized by law as the subject of rights and duties. In the provisions of this article pertaining to a fine or penalty, the term includes the officers and directors of a corporation or other legal entity having officers and directors.

PET—PolyethyleneTeraphthalate.

Plan revision—A change that affects the contents, terms or conditions of a Department approved plan under the Municipal Waste Planning, Recycling and Waste Reduction Act.

Pollution—Contamination of air, water, land or other natural resources of this Commonwealth that will create or is likely to create a public nuisance or to render the air, water, land or other natural resources harmful, detrimental or injurious to public health, safety or welfare, or to domestic, municipal, commercial, industrial, agricultural, recreational or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other life.

Postclosure—Activities after closure which are necessary to ensure compliance with the act and this article, including application of final cover, grading and revegetation; groundwater, surface water and gas monitoring; erosion control and gas control; leachate treatment, and abatement of pollution or degradation to land, water, air or other natural resources.

Post consumer material—A product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purposes of collection, recycling and disposition. The term includes industrial byproducts that would otherwise go to disposal or processing facilities. The term does not include internally generated scrap that is commonly returned to industrial or manufacturing processes.

Principal shareholder—A person or municipality that owns, holds or controls at least 5% of the stock of a publicly held corporation or at least 10% of the stock of a privately held corporation.

Processing—Technology used for the purpose of reducing the volume or bulk of municipal or residual waste or technology used to convert part or all of the waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities and resource recovery facilities.

Project development—Activities required to be conducted prior to constructing a processing or disposal facility that have been shown to be feasible, including, but not limited to, public input and participation, siting, procurement and vendor contract negotiations, and market and municipal waste supply assurance negotiations.

Reasonable expansion—A municipal waste landfill that meets the following:

(i) The facility represents growth of an existing permitted municipal waste landfill to land, which is contiguous to the existing landfill.

(ii) The contiguous land meets one of the following:

(A) The land is owned in fee by the owner of the municipal waste landfill.

(B) The land is subject to an irrevocable option exercisable within 1 year of one of the following:

(I) If the land is located in a county that will be submitting a plan under § 272.211(a) (relating to general requirement), the date that the first written notice of plan development is given under § 272.203 (relating to notice to municipalities).

(II) If the land is located in a county that had a plan approved under § 272.211(b), the date that the first written notice of proposed revision of the approved plan is given under § 272.203.

(iii) The contiguous land contains the same geological features as are present at the existing municipal waste landfill.

(iv) A complete permit application for the expansion is filed with the Department within 1 year of one of the following:

(A) If the land is located in a county that will be submitting a plan under § 272.211(a), the date that the first written notice of plan development is given under § 272.203.

(B) If the land is located in a county that had a plan approved under § 272.111(b), the date that the first written notice of proposed revision of the approved plan is given under § 272.203.

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

Recycling facility—A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term does not include transfer facilities, municipal waste landfills, composting facilities or resource recovery facilities.

Recycling Fund—The fund established under section 706 of the Municipal Waste Planning, Recycling and Waste Reduction Act (53 P. S. § 4000.706).

Related party—A person or municipality engaged in solid waste management that has a financial relationship to a permit applicant or operator. The term includes a partner, associate, officer, parent corporation, subsidiary corporation, contractor, subcontractor, agent or principal shareholder of another person or municipality, or a person or municipality that owns land on which another person or municipality operates a municipal waste processing or disposal facility.

Remaining available permitted capacity—The remaining permitted capacity that is actually available for processing or disposal to the county or other municipality that generated the waste.

Remaining permitted capacity—The weight or volume of municipal waste that can be processed or disposed of at an existing municipal waste processing or disposal facility. The term includes weight or volume capacity for which the Department has issued a permit under the act. The term does not include a facility that the Department determines, or has determined, has failed and continues to fail to comply with the act, the regulation thereunder, an order issued thereunder or permit conditions.

Residential septage—Liquid or solid material removed from a septic tank, cesspool or similar treatment works that receives only waste or wastewater from humans or household operations. The term includes processed residential septage from a residential septage treatment facility. The term does not include liquid or solid material removed from a septic tank, cesspool, portable toilet, Type III marine sanitation device or similar treatment works that receives either commercial wastewater or industrial wastewater and does not include grease removed from a grease trap at a restaurant.

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 sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous. The term does not include coal refuse as defined in the Coal Refuse Disposal Control Act (52 P. S. § § 30.51—30.66). The term does not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance with a valid permit issued under The Clean Streams Law (35 P. S. § § 691.1—691.1001).

Resource recovery facility— (i) A processing facility that provides for the extraction and utilization of materials or energy from municipal waste.

(ii) The term includes a facility that mechanically extracts materials from municipal waste, a combustion facility that converts the organic fraction of municipal waste to usable energy and a chemical and biological process that converts municipal waste into a fuel product.

(iii) The term includes a facility for the combustion of municipal waste that is generated offsite, whether or not the facility is operated to recover energy.

(iv) The term includes land affected during the lifetime of operations, including, but not limited to, areas where processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems,

access roads, associated onsite or contiguous collection, transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility.

(v) The term does not include:

(A) A composting facility.

(B) Methane gas extraction from a municipal waste landfill.

(C) A separation and collection center, drop-off point or collection center for recycling, or a source separation or collection center for composting leaf waste.

(D) A facility, including all units in the facility, with a total processing capacity of less than 50 tons per day.

Salvaging—The controlled removal or recycling of material from a solid waste processing or disposal facility.

Sewage sludge—Liquid or solid sludges and other residues from a municipal sewage collection and treatment system; and liquid or solid sludges and other residues from septic and holding tank pumpings from commercial, institutional or residential establishments. The term includes materials derived from sewage sludge. The term does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of sewage sludge at a municipal sewage collection and treatment system, or grit, screenings and nonorganic objects from septic and holding tank pumpings.

Sharps—Broken glass that has been in contact with pathogenic organisms, hypodermic needles and syringes to which a needle can be attached, with or without the attached needle, suture needles, disposable razors, Pasteur pipettes, scalpel blades, blood vials, needles with attached tubing, culture dishes, suture needles, slides, cover slips and other broken or unbroken glass or plastic ware.

Site—The area where municipal waste processing or disposal facilities are operated. If the operator has a permit to conduct the activities, and is operating within the boundaries of the permit, the site is equivalent to the permit area.

Small business—A commercial establishment producing hazardous waste in amounts not regulated under the Resources Conservation and Recovery Act of 1976 (42 U.S.C.A. § § 6901—6986). For acutely hazardous wastes under 40 CFR 261.33, incorporated in § 261a.1, the term means commercial establishments producing less than 220 pounds per calendar month. For all other hazardous wastes, the term means commercial

establishments producing less than 2,200 pounds per calendar month.

Soil additive or soil substitute—Municipal waste which is beneficially used at specified loading or application rates, to replace soil that was previously available at the site, to enhance soil properties or to enhance plant growth. The term does not include structural fills, construction material, valley fills or the use of municipal waste to fill open pits from coal or noncoal mining or the disposal of coal ash.

Solid waste—Waste, including, but not limited to, municipal, residual or hazardous wastes, including solid, liquid, semisolid or contained gaseous materials.

Solid Waste Abatement Fund—The fund established under section 701 of the act (35 P. S. § 6018.701).

Source reduction—The reduction or elimination of the quantity or toxicity of residual waste generated, which may be achieved through changes within the production process, including process modifications, feedstock substitutions, improvements in feedstock purity, shipping and packing modifications, housekeeping and management practices, increases in the efficiency of machinery and recycling within a process. The term does not include dewatering, compaction, reclamation or the use or reuse of waste

Source separated recyclable materials—Materials that are separated from municipal waste at the point of origin for the purpose of recycling. The term is limited to clear glass, colored glass, aluminum, steel and bimetallic cans, high-grade office paper, newsprint, corrugated paper, plastics and other marketable grades of paper.

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.

Sponsor—The definition from section 203 of the Small Business and Household Pollution Prevention Program Act is incorporated by reference.

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

Storage—The containment of any waste on a temporary basis in such a manner as not to constitute disposal of the waste. It shall be presumed that the containment of waste in excess of 1 year constitutes disposal. This presumption can be overcome by clear and convincing evidence to the contrary.

Surety bond—A penal bond agreement in a sum certain, payable to the Department, executed by the operator and a corporation licensed to do business as a surety in this Commonwealth and approved by the Department, and which is supported by the guarantee to payment on the bond by the surety.

SWAC— Solid Waste Advisory Committee.

Thermal processing—A method, technique or process, excluding incineration and autoclaving, designed to disinfect infectious waste by means of exposure to high thermal temperatures through methods such as ionizing radiation or electric or plasma arc technologies.

Transfer facility—A facility which receives and processes or temporarily stores municipal or residual waste at a location other than the generation site, and which facilitates the transportation or transfer of municipal or residual waste to a processing or disposal facility. The term includes a facility that uses a method or technology to convert part or all of the waste materials for offsite reuse. The term does not include a collecting or processing center that is only for source-separated recyclable materials, including clear glass, colored glass, aluminum, steel and bimetallic cans, high-grade office paper, newsprint, corrugated paper and plastics.

Transportation—The offsite removal of solid waste at any time after generation.

Treatment—A method, technique or process, including neutralization, designed to change the physical, chemical, or biological character or composition of waste to neutralize the waste or to render the waste nonhazardous, safer for transport, suitable for recovery, suitable for storage or reduced in volume. The term includes an activity or processing designed to change the physical form or chemical composition of waste to render it neutral or nonhazardous.

Unrecognizable infectious waste—All components of the waste have been processed to produce indistinguishable and unusable pieces smaller than 3/4 of an inch, except that all sharps must be smaller than 1/2 inch. The term does not mean compaction or encapsulation except through:

(i) Processes such as thermal treatment or melting, during which disinfection and destruction occur.

(ii) Processes such as shredding, grinding, tearing or breaking, during or after disinfection occurs.

(ii) Processes that melt plastics and fully encapsulate metallic or other sharps and seals waste completely in a container that will not be penetrated by untreated sharps.

Used oil—A petroleum-based or synthetic oil which is used in an internal combustion engine as an engine lubricant, or as a product for lubricating motor vehicle transmissions, gears or axles which, through use, storage or handling has become unsuitable for its original purpose due to the presence of chemical or physical impurities or loss of original properties.

USEPA— United States Environmental Protection Agency.

Waste—A material whose original purpose has been completed and which is directed to a disposal, processing or beneficial use facility or is otherwise disposed of, processed or beneficially used. The term does not include source separated recyclable materials, material approved by the Department for beneficial use under a beneficial use order issued by the Department prior to May 27, 1997, or material which is beneficially used in accordance with a general permit issued under Subchapter I or Subchapter J (relating to beneficial use; and beneficial use of sewage sludge by land application) if a term or condition of the general permit excludes the material from being regulated as a waste.

Waste oil—Oil refined from crude oil or synthetically produced, used and as a result of the use, contaminated by physical or chemical impurities. The term includes used oil.

Waste reduction—Design, manufacture or use of a product to minimize weight of municipal waste that requires processing or disposal, including, but not limited to:

(i) Design or manufacturing activities which minimize the weight or volume of materials contained in a product, or increase durability or recyclability.

(ii)The use of products that contain as little material as possible, are capable of being reused or recycled or have an extended useful life.

WWTP— Waste Water Treatment Plant.

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

Yard waste composting facility—A facility that is used to compost leaf waste, or leaf waste and grass clippings, garden residue, tree trimmings, chipped shrubbery and other vegetative material. The term includes land affected during the lifetime of the operation, including, but not limited to, areas where composting actually occurs, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection and transportation activities, and other activities in which the natural surface has been disturbed as a result of or incidental to operation of the facility.

Sources PA Title 25. ENVIRONMENTAL PROTECTION Article VIII. MUNICIPAL WASTE CHAPTER 271. MUNICIPAL WASTE MANAGEMENT—GENERAL PROVISIONS

Appendix B

Solicitation for Disposal Capacity

Contract Provisions

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WASTE & RECYCLING NEWS December 26, 2011 19

Plastics group plans to battle bag bans

By Mike Verespej
Crain News Service

The plastics industry is moving the major responsibility for warding off local efforts to ban or tax plastic bags from the plastics division of the American Chemistry Council to the industry's main plastics association, the Society of the Plastics Industry Inc.

At the same time, ACC is creating a new Flexible Film Recycling Group within its plastics division whose focus will be to try to improve the recycling rate of plastic film. That new group is expected to consist of resin suppliers, converters, brand owners and other value chain partners who use and/or recover flexible film packaging, according to ACC.

"The recycling rate for film drives the advocacy challenge we face," said Steve Russell, vice president of plastics for ACC. The new flexible film recycling group will "focus on raising recycling rates for plastic film by overcoming barriers and strengthening partnerships throughout the value chain," he said.

Russell spoke in a joint phone interview with SPI President and CEO Bill Carteaux, shortly before another major city on the West Coast in Seattle passed a plastic bags ban.

As part of the shift in responsibility between the two associations, the ACC's Progressive Bag Affiliates unit – which has had the lead industry association role in warding off plastic bag bans – will shift to SPI on Jan. 1, and be renamed the American Progressive Bag Alliance.

More than 30 communities across the U.S. have enacted bans on single-use plastic bags at grocery stores, supermarkets and retailers. More than two dozen communities – including large cities such as Los Angeles, Austin, Texas, and Eugene, Ore. – are looking to ban plastic bags.

Carteaux said it makes sense for SPI to take on the responsibility for warding off bag bans.

"We have a grassroots network and the ability to reach out on these issues," Carteaux said.

According to Russell, there are now more than 12,000 at-store collection points in the U.S. for plastic film, a category that includes plastic bags, product wraps and commercial packaging such as shrink wrap.

"The opportunities to grow plastics film recycling have never been better," he said.

In 2009, the latest year for which statistics are available, slightly more than 854 million pounds of plastic film was recycled in the U.S., according to a report conducted by Moore Recycling Associates Inc., based in Sonoma, Calif., on behalf of ACC.

That was an increase of 2.64% or some 22 million pounds from 2008. That makes the combined percentage increase in plastic film the past three years 5.2 percent, or about 42.4 million pounds.

ACC's most recent estimate was that plastic grocery and retail bags make up only about 17% of the plastic film that is collected and recycled. Roughly four-fifths or 80% of the plastic film that is recycled and collected is stretch film – that is, the plastic wrapping used around pallets and used in packaging – and poly bags. ■

Mike Verespej is a reporter for Plastics News, a sister publication of Waste & Recycling News.

The plastics industry plans to fight plastic bag bans through its main group, the Society of the Plastics Industry Inc., instead of the American Chemistry Council.

Photos.com

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS
MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING CAPACITY
THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS, AND THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY CARLISLE, PENNSYLVANIA

In accordance with Pennsylvania Code Title 25. Environmental Protection. Chapter 272.225 Municipal Waste Planning Recycling and Waste Reduction (as amended December 22, 2000), the Cumberland County Board of Commissioners has determined that additional waste disposal or processing capacity for municipal solid waste (MSW), including construction/demolition (C/D) waste and sewage sludge generated within the County is required for a period covering the next ten years. The Cumberland County Recycling & Waste Authority and the Cumberland County Board of Commissioners are hereby soliciting proposals for disposal and processing capacity for Cumberland County generated MSW, to begin in 2012.

SOLICITATION FOR MUNICIPAL SOLID WASTE DISPOSAL AND PROCESSING CAPACITY

The Cumberland County Recycling & Waste Authority will receive sealed proposals until 4:30 p.m., Prevailing Time on February 21, 2012. Printed copies of the Request for Proposals (R.F.P.) may be purchased on or after December 27, 2011 from the Cumberland County Recycling & Waste Authority, 7 Irvine Row, Carlisle, PA 17013 by pre-payment of a non-refundable amount of $50.00 per proposal. Proposers should make checks payable to Cumberland County. All proposals must contain all required forms and signatures and be organized and formatted in accordance with the Requirements for Submitting Proposals contained in the Request for Proposals. The Proposer is required to submit three (3) originals and three (3) copies of the Proposal to Cumberland County Recycling & Waste Authority at the address listed below. Envelopes or packages containing the proposals must be sealed and clearly labeled to show the name and address of the Proposer and the statement "Proposal Disposal Capacity" and be addressed to: Cumberland County Recycling & Waste Authority, 7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director. Proposers may withdraw their proposal at any time prior to the scheduled closing time for receipt of proposals. The Cumberland County Recycling & Waste Authority and the Board of County Commissioners reserve the right to reject any or all proposals, to waive any irregularities and/or information in any proposal and to make an award in any manner, consistent with applicable laws, which is deemed to be in the best interest of the County.

ACQUISITIONS

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Cumberland County

The Cumberland County Recycling & Waste Authority
and
The Cumberland County Board of Commissioners

Request for Proposals

Municipal Solid Waste Disposal Capacity 2012-2021

Cumberland County

The Cumberland County Recycling & Waste Authority
and
The Cumberland County Board of Commissioners

REQUEST FOR PROPOSALS
MUNICIPAL SOLID WASTE
DISPOSAL CAPACITY
2012-2021

Project Consultant and Primary Contact

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Valencia, PA 16059

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INTRODUCTION

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

This document, which comprises the request for proposal, includes six sections:

1. Procurement Approach and Purpose
2. Evaluation Criteria
3. History and Background
4. Contract Provisions
5. Required Forms for Submission of Proposal
6. Voluntary Support for Local Programs

Sealed Proposals in response to this RFP are due on Tuesday, February 21, 2012, by 4:30 PM. To qualify for consideration, three originals and three copies of the proposal are to be submitted to:

Cumberland County Recycling & Waste Authority
7 Irvine Row, Carlisle, PA 17013
Attention: Mr. Thomas Imphong, Executive Director

The outside of each sealed envelope must be marked "Proposal-Disposal Capacity."
The Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority intend to review and evaluate all proposals to determine which contractor(s) submitting proposals are deemed to serve the best interests of the County in meeting its needs for disposal capacity in accordance with Act 101. The County and the Authority will evaluate the potential of utilizing one or more of the facilities, which have submitted qualified proposals. After the evaluation of the proposals is complete and based on the recommendations, which result from it, the Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority will execute the disposal contract(s) with the selected contractor(s).

A contractor responding to this RFP shall be prepared to enter into a contract with the County and the Authority to provide up to ten (10) years disposal capacity for Municipal Waste generated within the County and to perform disposal service in accordance with the conditions set forth in Section 4, Contract Provisions, of this RFP. The contractor shall operate a fully permitted disposal facility which meets at a minimum the federal guidelines of Title 40--Protection of Environment CHAPTER I--ENVIRONMENTAL PROTECTION AGENCY PART 257--CRITERIA FOR CLASSIFICATION OF SOLID WASTE DISPOSAL FACILITIES AND PRACTICES and PART 258--CRITERIA FOR MUNICIPAL SOLID WASTE LANDFILLS as well as any design or operating criteria exceeding these standards required by the state and local governments in which the facility is located.

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

Section 1

PROCUREMENT APPROACH

PURPOSE OF REQUEST FOR PROPOSALS

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

REQUIREMENTS FOR SUBMITTING PROPOSALS

To be considered as a response qualified for review, proposals must meet the requirements set forth in this Section. **Six copies of the proposal** must be provided and each copy must contain all of the required information and forms. **Three of the six copies must be clearly marked "ORIGINAL"** and contain the **original signatures in blue ink** and certifications as indicated. If the proposal is accepted by the County, one of the originals will be returned to the contractor once it is executed by the Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority. Proposals must be received by the date and time specified in the Introduction. Proposals received after the specified date and time will not be considered as a response qualified for review and will be returned unopened. Envelopes/Packages containing the proposals must be sealed and clearly labeled to show the name and address of the Proposer, the statement "Proposal-Disposal Capacity" and be addressed to: ***Cumberland County Recycling & Waste Authority, 7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong***

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

If supporting information contained in the proposal is considered confidential, that information should be submitted under separate cover and clearly labeled "CONFIDENTIAL INFORMATION" on the cover along with the applicable law and/or regulation that supports the treatment of such information as confidential. The Proposal is subject to the Pennsylvania Right-to-Know Law ("RTKL") and therefore the County can make no guarantee that any material will remain confidential. The provisions set forth in the proposed Municipal Waste Disposal Service Contract attached hereto shall apply to this Proposal.

ORGANIZATION OF THE PROPOSAL

The proposal must consist of the following information organized into sections.

Each section must be in the order shown below, separated by clearly numbered and labeled tabs/dividers:

1. Cover Letter
2. Statement of Qualifications
3. Experience and Qualifications of Managers and Supervisors
4. Compliance History
5. Certificate of Permit
6. Facility Design and Operational Plan
7. Permitted Volumes in Tons, Operating Hours and Performance Guarantee
8. Current Available Permitted Capacity in Cubic Yards
9. Financial Assurances
10. Completed and Signed Contract
    a. Cost of Disposal
    b. Reserved Capacity
11. Representations and Certifications
12. Contractor Information
13. Voluntary Sponsorships

COVER LETTER AND SIGNATURE REQUIREMENTS

A cover letter, which is addressed to Mr. Thomas Imphong, Executive Director, Cumberland County Recycling & Waste Authority, must accompany each proposal. The cover letter shall commit the contractor, if selected, to carry out all of the provisions of the proposal. It shall state that all information submitted and represented both in the proposal and in support of the proposal is accurate and factual. The letter shall designate by name and title the key technical and business representatives who, if the contractor is selected, will negotiate with the County and the Authority.

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

Statement of Qualifications

The organization submitting the proposal shall provide sufficient information to demonstrate and prove experience, skill, management, and resources required to provide consistent, reliable, and legal disposal facilities to Cumberland County. A list of the counties and/or municipalities currently contracting with the facility for disposal capacity shall be included. A list of the municipalities with which the facility has secured host agreements shall be included. Experience in the successful operation of disposal facilities shall be documented. **This section should be limited to 5 pages of text or printed material.**

Experience of Managers and Supervisors

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

Compliance History

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

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

Organizations may submit a copy of **PADEP Form C, Compliance History, (not Form C-1)** in lieu of a written description of the compliance history. Facilities located in other states that require completion of a similar document may submit it in lieu of a written description provided that document includes all of the information required in this section. **Organizations submitting proposals for multiple sites may submit one all-inclusive Compliance history that lists the site-specific compliance histories as well as the history for the parent organization.**

Certificate of Permit

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

Facility Design and Operational Plan

The organization submitting the proposal shall provide a short description of the disposal facility it intends to utilize in response to this RFP. Design drawings are not required in the proposal, but the County & the Authority reserve the right to request such information during the review and/or

selection process. Responses should be comprehensive and informative without being encyclopedic.

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

Other types of disposal facilities shall include a detailed description of the technology and equipment utilized to process Municipal Waste, the byproducts of the process and methods of handling the byproducts.

Permitted Volumes and Operating Hours and Performance Guarantee

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

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

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

In addition, a contingency plan for accepting waste outside of the normal operating hours or during emergency or temporary closure of the disposal facility shall be included. The method by which uninterrupted disposal service will be provided to Cumberland County in the event that an emergency or other uncontrollable circumstance precludes the use of the facility shall be included. **Back-up facilities for this purpose must also submit a response to this RFP along with a signed contract. If not submitting a multi-facility proposal, the Contractor may fulfill the requirement for an emergency back-up facility by providing an agreement with a third party facility that has submitted a proposal package.**

Available Capacity (Airspace)

The facility proposing to accept waste must prove and document both its most current annual and also its most current quarterly airspace usage and available capacity in cubic yards based on its existing permitted status. **Pennsylvania landfills may submit Page 1 of the PADEP Annual Operations Report, which requires the facility to calculate the available airspace in cubic yards.**

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

Financial Assurances

The organization must submit the following proof of sufficient financial responsibility for the operation of the facility: a certificate of pollution liability and public liability insurance; and the closure/post closure bonding requirements of the facility with the type of security, dollar amount, terms, conditions, and limits stated.

The organization must also demonstrate in the proposal sufficient financial resources to carry out the responsibilities as outlined in this RFP and to back up the contractual obligations. Proof of financial resources must be provided upon request at the time the contractor is selected and also at the time that the disposal capacity contract is executed.

Proof of sufficient financial resources will be in the form of complete audited financial statements for the most recent three years of continuing operation. If the organization submitting the proposal is a joint venture, subsidiary, or partnership, the financial information must be supplied for the parent company and the parent company must state its willingness to guarantee such joint venture, subsidiary, or partnership throughout the term of the disposal services contract.

Signed Contract

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

Contract Form A-Cost of Disposal

The organization submitting the proposal shall submit a Form A as provided in the Contract Agreement. The same individual signing the cover letter shall sign the completed form, which must be included with the signed contract with the proposal. The method of price adjustment, if any, over the contract period must be explained and demonstrated with the Form. The tipping fee must include any and all Act 101 or host municipality fees or surcharges, which should also be outlined and described.

Contract Form B- Reserved Capacity

The organization submitting the proposal shall submit a Form B as provided in the Contract Agreement. The same individual signing the cover letter shall sign the completed form, which must be included with the signed contract with the proposal. The capacity reserved shall be specified in tons, and percentage on an annual basis and by tons on a daily basis. The number of operating days each year the facility is available to accept waste must be specified.

Additional Required Forms

Form C- Representations and Certifications

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

Form D -Contractor Information

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

Voluntary Support of programs

Sponsorship Commitment Form

Included in this packet is a solicitation for financial sponsorships for the programs and services provided by the Cumberland County Recycling & Waste Authority. Such monetary support is strictly voluntary and not part of the evaluation criteria. However, the signed form must be included with the proposal to indicate the Contractor's acknowledgement that the opportunity was provided.

Section 2

EVALUATION CRITERIA

The County of Cumberland and the Cumberland County Recycling & Waste Authority will utilize the following criteria in evaluating and ranking proposals submitted in response to this RFP. There is no significance or correlation to the order in which the items are listed and the value or importance each has in the selection criteria

Financial Stability

Contractors will be evaluated on the basis of their overall financial strength and credit worthiness as well as their public and environmental liability protection as an indication of their ability to establish and maintain a financially sound disposal system.

Regulatory Compliance

Contractors will be evaluated on their overall compliance history with attention given toward severity of violations, consistency of violations and importantly, the demonstrated resolution and disposition of any such incidents.

Operating Permit Status and Capacity

Contractors will be evaluated on the current status, terms, and conditions of the facility's operating permit as well as the life expectancy of the facility and its available capacity as an indication of its ability to provide adequate disposal service for the needs outlined by the County in this RFP.

Technical Design and Operational Plan

Contractors will be evaluated on the effectiveness of the facility's design and overall operation to provide a sound and reliable environmental solution to the County's disposal needs as well as its ability to meet Federal, State and Local regulatory standards for municipal solid waste management.

Solid Waste Management Experience

Contractors will be evaluated on their demonstrated management experience in the successful operation of the proposed disposal technology or process and their demonstrated successful performance in providing disposal services through municipal contracts.

Minimum and Maximum Waste Volume Expectation

Contractors will be evaluated on their ability to accept all or some of the municipal solid waste generated by Cumberland County on a daily, and annual basis for a period covering ten years along with no minimum guarantees of waste required from the County. Facilities need not commit to 100% of the County's capacity needs. However, the facilities must be capable of providing the capacity which they propose. "Put or Pay" (as defined below) contract requirements will be objectionable to the County as they are viewed as providing disincentives to recycling.

Tipping Fees and Annual Costs

Contractors will be evaluated based on the maximum cost charged per ton for the disposal service including any and all fees and surcharges resulting from Act 101, host municipality agreements or other federal or state statutes, and local ordinances and resolutions. The maximum cost per ton may not exceed the facility's published gate rates. The total annual cost to the County, if any, to

construct, operate or otherwise invest in a proposed processing and disposal facility will also be evaluated.

Based upon these criteria, the contractor(s) will be selected. The Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority reserve the right to enter into agreements with any or all of the parties that submitted complete responses on the date and time required by the RFP.

Section 3

CUMBERLAND COUNTY BACKGROUND INFORMATION

LOCATION AND GENERAL CHARACTERISTICS

Cumberland County is located in South Central Pennsylvania. Contiguous counties include Dauphin, York, Franklin, Adams, and Perry. Major roadways include Interstates 81, 83, and 76 (The Pennsylvania Turnpike). State Routes 581,11 and 15 also provide access in and around the County.

According to the Pennsylvania State Data Center, 23% of the County's population resides in areas categorized as rural, while 77% live in the urban category. A further demonstration of the characteristic differences in the communities can be seen in an examination of the population densities. The differential density range tops in Shiremanstown Borough at nearly 5,000 persons per square mile to Cooke Township with a low of 7.8 persons per square mile.

On a countywide basis the population density is 405.5 persons per square mile which is greater than that found in Pennsylvania overall. The County ranks 15th in population density of all Pennsylvania counties.

The Cumberland County Tributary Strategy issued by the Cumberland County Conservation District divides the County into three demographic regions. Each region has distinguishing features that sets it apart from the others. The availability and universal use of waste collection and disposal services differs within the regions

EASTERN CUMBERLAND

The region known locally as the "West Shore" (of the Susquehanna), is located in the eastern part of the County and contains the densest development, featuring numerous retail complexes. The eastern region consists of the Boroughs of Mechanicsburg, Camp Hill, Lemoyne, New Cumberland, and Wormleysburg. At this point in time, the eastern region is nearing a full development stage. Waste management and recycling services for residential and commercial establishments are prevalent in this region.

CENTRAL CUMBERLAND

The Borough of Carlisle serves as the focal point of the central region of Cumberland County. Surrounding the Borough are several townships that boast upper-middle class residential development. While Boiling Springs and Mt. Holly Springs Borough have still retained their small town atmosphere, there is significant pressure for commercial and light industrial growth in the central region pushing westward. Waste management services for residential and commercial establishments are widely available in this region but service offerings and methods are inconsistent from municipality to municipality.

WESTERN CUMBERLAND

The most rural area of the County is the western region. In the townships surrounding Newville, Newburg, and Shippensburg Boroughs, large populations of Mennonite and Amish families still reside and operate traditional working farms. According to the Conservation District these farmers are less likely to sell their land for nonagricultural purposes. Therefore, growth in this area is expected to proceed at a slower pace than in other areas of Cumberland County. The exception could be in and around the Borough of Shippensburg, which is home to Shippensburg University. Waste management and recycling services are available in a more limited sense in this region, and likely are not universally used.

CURRENT DISPOSAL PRACTICES

In its current municipal solid waste management plan, Cumberland County has utilized a form of flow control. In accordance with the provisions of Act 101, the County entered into disposal capacity agreements with qualified disposal facilities. Haulers are required to use any of the facilities with current agreements in place. No guarantees, or put or pay provisions, were made by Cumberland County for minimum waste volumes to be delivered for disposal as part of any of the existing agreements. Proximity and competitive tipping fees have the greatest competitive impact. A vast majority of the Municipal Waste generated in Cumberland County was disposed in the one landfill located within the County. However, other facilities, which were designated in the Plan, did receive lesser amounts.

The existing disposal agreements were due to expire beginning in 2010. New contracts will be executed with qualified facilities, based on the content of this RFP, for a minimum of ten years. Components of the Municipal Waste stream that may not have been part of the original plan or disposal contracts will be included in the new agreements.

PROJECTED LANDFILL CAPACITY REQUIREMENTS

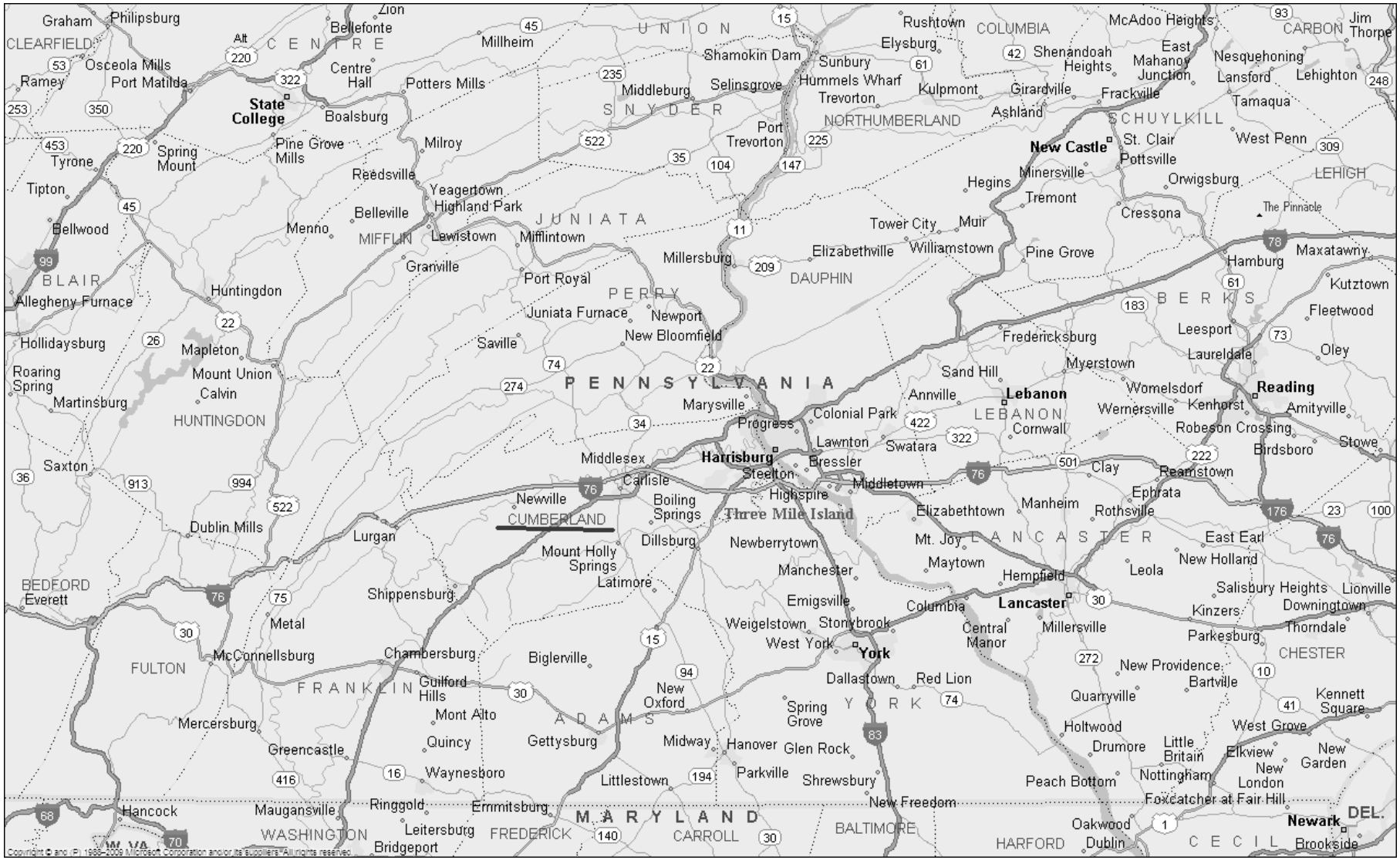
This table presents projected disposal capacity requirements for the years 2010 through 2030. The figures are based on a constant per capita generation rate with adjustments due to projected population changes. Over the period 2000 through 2030, the population of Cumberland County is projected to increase by 32.4%. Population projections were published in 38 Pa Bulletin. 4721, Saturday, August 30, 2008.

The waste quantities are based on the estimated 2008 data . For Cumberland County, reported data for the year 2008 from PA DEP landfill reports was used. This is the baseline year used for projections and analysis in the Plan.

Cumberland County
Projected Disposal Capacity Requirements
2010 through 2030 in Tons

Year	Population	MSW	C&D	Sludge	Total
2010	234,902	183,681	58,437	3,236	245,354
2011	237,200	185,477	59,009	3,268	247,754
2012	239,498	187,274	59,581	3,299	250,154
2013	241,796	189,071	60,152	3,331	252,555
2014	244,094	190,868	60,724	3,363	254,955
2015	246,392	192,665	61,296	3,394	257,355
2016	248,890	194,618	61,917	3,429	259,964
2017	251,387	196,571	62,538	3,463	262,573
2018	253,885	198,524	63,160	3,498	265,181
2019	256,382	200,477	63,781	3,532	267,790
2020	258,880	202,430	64,402	3,566	270,399
2021	261,359	204,368	65,019	3,600	272,988
2022	263,838	206,307	65,636	3,635	275,577
2023	266,317	208,245	66,252	3,669	278,167
2024	268,796	210,184	66,869	3,703	280,756
2025	271,275	212,122	67,486	3,737	283,345
2026	273,604	213,944	68,065	3,769	285,778
2027	275,933	215,765	68,645	3,801	288,211
2028	278,263	217,586	69,224	3,833	290,644
2029	280,592	219,407	69,804	3,865	293,077
2030	282,921	221,229	70,383	3,898	295,509

Figure 1 Location of Cumberland County, Pennsylvania



Section 4

CAPACITY AGREEMENT

The following Contract/Agreement shall be executed between the County, the Authority and the Contractor. The contract signed in BLUE ink must be included in the Contractor's three ORIGINAL proposals with reproductions in the remaining three copies.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this____day of_____,by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND _____

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No _____ issued by _____ _____

is located in _____(Municipality)(ies),

_____County, _____State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2011 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2011 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

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

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill's Waste Acceptance Policy as defined herein.

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

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

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

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

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

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

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

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

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

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

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

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

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

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

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

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

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

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

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste

from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

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

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

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

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

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

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

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

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

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

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

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

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

collection center for recycling Municipal Waste, or any source separation or collection center for composting leaf waste.

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

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

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

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

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the landfill pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

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

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the landfill with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service

of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

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

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' landfill under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would

have paid for transporting the same amount of waste to the Contractors' Landfill) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

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

8. Assignment of Contract

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

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of

all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

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

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

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

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

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

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

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

County: Cumberland County Recycling & Waste Authority
7 Irvine Row ,Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

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

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

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

2. Types and Quantities of Municipal Waste

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

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

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

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

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

6. Complaints

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

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

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

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to

the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

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

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

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

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The Contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's Municipal Waste processing or landfill facility or, in the case of a transfer station, to weigh all Municipal Waste delivered to the County designated processing or disposal facility by the transfer

station. The scale used to weigh Municipal Waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

2. Daily Operational Records

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

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

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

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

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, Unprocessible waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

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

6. Special Reporting Requirements

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

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

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

2. Proof of Insurance Coverage

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

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

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

VI. NONDISCRIMINATION

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

VII. INDEMNIFICATION

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

VIII. PERMITS

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

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the

Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

_____ CHAIR DATE_____

_____ ATTEST: _____

CHIEF CLERK

_____ *(SEAL)*

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

_____ ATTEST: _____

_____

_____

CONTRACTOR

CONTRACTOR:_____ WITNESS; _____

TITLE: _____

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)						
List Name of Fee, Tax, Surcharge below.	List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW					
Total Tipping Fee including all fees and surcharges						

Form B -Reserved Capacity

FACILITY:_____

Types and Quantities of Municipal Solid Waste — Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day						
Tons Per Year						
2013						
Tons Per Day						
Tons Per Year						
2014						
Tons Per Day						
Tons Per Year						
2015						
Tons Per Day						
Tons Per Year						
2016						
Tons Per Day						
Tons Per Year						
2017						
Tons Per Day						
Tons Per Year						
2018						
Tons Per Day						
Tons Per Year						
2019						
Tons Per Day						
Tons Per Year						
2020						
Tons Per Day						
Tons Per Year						
2021						
Tons Per Day						
Tons Per Year						

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE Reserving Capacity for % of Cumberland MSW Annually	ANNUAL TONS Reserving Capacity for #Tons Cumberland MSW Annually	OPERATING DAYS Estimated Annual Working Days	TONS PER DAY Reserving Capacity for #Tons Cumberland MSW Daily
2012	250,154				
2013	252,555				
2014	254,955				
2015	257,355				
2016	259,964				
2017	262,573				
2018	265,181				
2019	267,790				
2020	270,399				
2021	272,988				

Operating hours from _____to _____Monday through Friday and from _____to _____on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: _____ tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: _____

Address: _____

Attention: _____

With a copy to: _____Attention: _____

Section 5

REQUIRED FORMS

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

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

FORM C- REPRESENTATIONS AND CERTIFICATIONS

Company_____

Facility_____

Authorized Official_____

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

1. **Certification of Non Collusion and Independent Price Determination**

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

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

2. **Acceptance Period**

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

3. **Ambiguity**

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

4. **Contingent Fee Representation**

I certify that _____ has not employed or retained any company or person other than a full time bona fide employee working solely for _____ to

solicit or secure this contract nor has it paid or agreed to pay any company or person other than a full time bona fide employee working solely for _____ any fee commission, percentage or brokerage fee contingent upon or resulting from the award of this contract. I agree to furnish any information relating to both conditions as requested by Cumberland County.

5. **Equal Employment Opportunity**

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

Executed under penalty of perjury this _____day of 2011, at_____

By_____ (name)

_____ (title)

SEAL *_____ (company)*

Date:_____

On _____, 200_, before me, the undersigned, a Notary Public in and for _____, personally appeared_____, known to me to be the _____ of Company that executed the within instrument on behalf of the Proposer therein named, and acknowledged to me that such Proposer executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal in the County of _____, this _____day of _____2010

_____

My Commission expires_____ Notary Public

FORM D- CONTRACTOR INFORMATION

Company_____

Address _____

_____

_____

Phone _____ Fax _____

Owner/President_____

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

_____

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

_____

_____

_____

Proposed Disposal Facility _____

Permit #/ State /Date Issued/Expiration _____

Location_____

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

If yes, explain who, where and why_____

_____

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

If yes, explain who, where and why_____

_____

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

If yes, explain who, where and when_____

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

If yes, explain who, where and why_____

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

Explain or comment on any desired actions _____

Executed under penalty of perjury this _____day of 2011 at_____

By_____ (name)

_____ (title)

SEAL *_____ (company)*

Date:_____

On _____, 2011, before me, the undersigned, a Notary Public in and for _____, personally appeared_____, known to me to be the _____ of Company that executed the within instrument on behalf of the Proposer therein named, and acknowledged to me that such Proposer executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal in the County of _____, this _____day of _____2011_

_____

My Commission expires_____ Notary Public

Section 6

VOLUNTARY SUPPORT FOR LOCAL PROGRAMS

The Cumberland County Recycling & Waste Authority is delegated by the Cumberland County Board of Commissioners with the responsibility to implement and enforce the Cumberland County Municipal Solid Waste Management Plan. In this role, the Authority provides numerous solid waste and recycling related programs to Cumberland County citizens. These include educational and community outreach programs; recycling drop-off collection services; collection events for special handling wastes; and a yard waste management equipment cooperative.

ORGANIZATIONAL STRUCTURE

Currently, the Authority is governed by a Board of Directors who provides guidance and input to the Cumberland County Solid Waste and Recycling Department. The Authority itself has no employees. To implement its programs, the Authority relies on the Department's staff. An Executive Director, Recycling Coordinator, and an Administrative Assistant coordinate all programs and services. They also monitor and clean-up the drop-off sites, serve as laborers at collection events, and develop and implement the public education program. The staff coordinates the purchase, repair, and scheduling of the yard waste equipment. They provide training to users to ensure safe and proper operation of the equipment. In addition, these individuals serve as ambassadors, promoting proper waste management and recycling in speaking engagements to schools and to civic organizations.

TARGETING NEEDS

An ongoing assessment of the Authority's programs and related services is conducted to prioritize needs and expenditures. When outlets for materials and provision of services are deemed to be available from other local sources, the Authority has traditionally shifted its resources to other projects and needs. For instance, when curbside recycling is available in a community the Authority does not provide drop-off collection. The Authority strives to implement programs in conjunction with other public agencies or local governments to control costs and maximize efficiencies. Currently it works with Perry County to implement a collection program for unwanted and outdated pharmaceuticals. Most notably, the Authority facilitates the acquisition of yard waste processing equipment, which in turn is rented to local municipalities and government agencies, and organizations. By pooling these resources, the Authority invested$1.2 million in Act 101 Grant funds for shared equipment that, if purchased independently by each municipality, would have cost local government officials $6.75 million.

PROGRAM COSTS

The County uses monies from the General Fund and Reserves remaining from the landfill administrative fees to support the costs of operating the Cumberland County Solid Waste and Recycling Department. This includes the personnel salaries and benefits, as well as general

administration, professional services and office functions. These overall annual expenses total approximately $292,000 per year.

Based on a10 year average of purchases and depreciation, it is estimated that $150,000 should be reserved each year for Capital Expenditures for Yard Waste and Drop-off Collection Equipment

Historically, the operational costs have totaled as much as $170,000 per year, depending on the amount and types of tonnage collected in the various programs. When the need to maintain and replace equipment is taken into consideration, the service programs combined costs are $320,000.

Services provided by the Authority are listed here with approximate individual costs.

- Recycling drop-off collection - ($15, 000)
- Yard waste management cooperative ($65,000)
- A door-to door household hazardous waste collection program, ($75,000)
- Collection of tires, white goods, bulky waste – ($15,000)
- Periodic collection events for unwanted pharmaceuticals ($20,000)

Budgetary Vulnerabilities

The Authority has operated with funds derived from a variety of sources. Many of the funds are vulnerable to the economic climate, market values and legislative initiatives. The operating costs of the Cumberland County Solid Waste and Recycling Department and the Authority have traditionally been supported by administrative fees paid by landfills receiving Cumberland County's waste, along with the interest realized by investment of those monies. Based on court rulings, counties can no longer assess the fees and payments have been discontinued.

Act 101 and Act 190 grants provide the bulk of support for many programs. The availability of monies for future equipment replacements will continue to be increasingly competitive. The longevity of grant programs for HHW, E-Waste and Pharmaceutical Collections is uncertain.

Dedicated sources of revenue shown in approximate rounded figures include:

- Interest on Reserve Funds ($75,000)
- User fees from the yard waste cooperative ($60,000)
- Contributions and Donations ($3000)
- Grants (Performance, HHW, E-Waste) -10 year average ($150,000)

The combined revenue sources currently provide approximately $308,000. This is short of the $320,000 service program expenditures and the $292,000 office and administration costs per year. Clearly, the cost of even the downsized services is now greater than the available revenue. The Authority is operating on reserves from the landfill fees. Because the cash flow from that source has stopped, withdrawals of principal to support the Department and withdrawal of interest to support the Authority are depleting the fund and decreasing the amount of interest in each following year. The projected life of the fund is approximately four years under current conditions.

Request For Program Sponsorship and Support

With the lack of a revenue source significant enough to replace the fees previously collected from the landfills, in short time, the Authority will be forced to discontinue these valuable services to the citizens of Cumberland County. To prevent such a situation, the Authority is seeking sponsorships to support its programs and services. Sponsors may opt to fund all or part of the operation.

Return on Investment

There are numerous advantages to sponsorship. Public support for environmentally responsible companies has never been higher. Consumer advocacy is even greater for organizations implementing such initiatives at the local level, where it directly affects their community. In a highly competitive economic environment, greater differentiation in the market is necessary.

Associated Benefits

Many benefits derived from the sponsored activities and programs may not be readily apparent to sponsoring organizations However, these could provide direct offsets necessary to balance any perceived harms of an operation. The beneficial features of the programs include:

1) Public education serves to reduce the incidents of illegal dumping, littering and open burning, by increasing the number of residents that utilize professional waste collection services .

2) The satellite drop-off sites ensure that recycling opportunities are available to underserved residential areas and diverts materials to be recycled that otherwise would be disposed.

3) The permanent door-to-door Household Hazardous Waste collection program diverts hazardous materials from disposal and ensures that these items are handled by certified processors.

4) Regularly scheduled collections of unused and unwanted pharmaceuticals reduce potential biologically damaging chemicals from entering the water supply. It deters crime and prevents unintended deaths by removing access to these medications from dealers and young adults.

5) By providing convenient outlets for tires and appliances, two of the most common items found in illegal dumpsites, the incidents of illegal dumping are reduced as well as the potential for West Nile Virus.

Promotion and Recognition of Sponsors

The Authority is unable to directly endorse any vendor. However, it will ensure that the residents of Cumberland County are made fully aware of the value of the contribution. In appreciation, sponsors will receive high visibility throughout Cumberland County in advance of and during Authority events and programs.. To convey the importance which the sponsor plays in sustaining local services , full logo and name recognition will appear in promotional materials, newsletters, press releases, social marketing and other media. Depending on the level of donation, recognition will occur per each event, per collection site, and/or per program. For sponsorships greater than $75,000 annually recognition will occur for all events, collection sites and/or programs.

All of the programs and services are available for sponsorship opportunities and negotiations. The Authority welcomes and is willing to discuss innovative ideas and program support mechanisms from potential sponsors.

SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
$100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
$75,000	
$50,000	
$15,000	
Other $	
Decline	

Indicate Any Preferred Programs for Sponsorship			
	Recycling Drop-Off Collection		Annual Household Hazardous Waste Collections,
	Yard Waste Equipment Cooperative		Unwanted Pharmaceuticals Collection Events
	Electronics Recycling Center		Tire And White Goods Recycling
	Public Education Activities (General)		Public Education Activities (Specific Topic)
Indicate Preferred Schedule of Payments for Sponsorship	Monthly $	Quarterly $	Annually $

Facility/Organization	
Contact Name	Title
Phone	Email
Authorized Signature	Date
Attest	Date

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan.

Appendix C

Petition to Add a Processing/Disposal Facility

Procedures and Instructions to Petitioner

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Cumberland County Municipal Solid Waste Management Plan
Processing/Disposal Facility Petition for Designation

Cumberland County has secured Disposal Capacity Agreements for a sufficient amount of disposal capacity for all municipal waste generated within the County. The process to obtain the guaranteed capacity included a formal Request for Proposals. Qualified respondents were designated in the plan to receive waste from Cumberland County. A process by which additional facilities can be added to the Plan has been provided to County registered haulers, municipalities or processing/disposal facilities other than those designated in the County's Municipal Waste Management Plan. This form must be used to notify the County of a party's interest in using another facility. Information provided in this form will be used by the County to contact a facility representative and send the requirements necessary to qualify the facility as a participant in the Plan. Any and all costs associated with the Plan revision to add a facility shall be the responsibility of either the Petitioner or the Facility as indicated and authorized by a signature on this form.

Please complete and submit the form to:
Cumberland County Recycling & Waste Authority,
310 Allen Road, Suite 201, Carlisle, PA 17013
PHONE:717.240.6489

Petitioner

Name: _____

Organization: _____

Address: _____

Phone Number: _____Fax Number: _____

E-Mail Address: _____

Facility

Name of Facility: _____

Contact Person: _____

Address: _____

Phone Number: _____Fax Number:_____

E-Mail Address: _____

Explain the need to have this facility included in the Plan: (Attach Additional Sheets if Necessary)

Party responsible for total costs of Plan Revision to add facility:

Name _____Title_____

Signature_____Date_____

Procedures and Instructions to Petitioner

- A disposal/processing facility, a County registered hauler, a municipality or a business must complete and submit the petition form to the Cumberland County Recycling & Waste Authority. A fee, equivalent to the total prevailing costs associated with a non-substantial Plan revision to add a facility, will be charged to the desginated party indicated on the petition form.
- Within 15 working days of the receipt of a petition, the Cumberland County Recycling & Waste Authority will send to the petitioner, a request for proposal for disposal capacity outlining the same requirements and format for submission as the original document utilized in the selection of those facilities currently designated in the Plan.
- Upon receipt of the completed proposal from the petitioning facility, the Cumberland County Recycling & Waste Authority will notify the Pennsylvania Department of Environmental Protection of its intentions to submit a non-substantial plan revision to add a facility.
- The Cumberland County Recycling & Waste Authority will review and respond to the information in the proposal within 45 working days.
- If information in the submitted proposal is complete, accurate and meets the accepted criteria, the Cumberland County Recycling & Waste Authority will notify by letter all municipalities within the County of the intent to add a facility to the Plan as a non-substantial plan revision. The County will accept comments for a period of thirty days.
- After the thirty day comment period , the Cumberland County Recycling & Waste Authority will formally submit the non-substantial plan revision indicating the addition of the facility to the Pennsylvania Department of Environmental Protection for approval.
- Upon approval by the Pennsylvania Department of Environmental Protection, the Cumberland County Recycling & Waste Authority will notify by letter all County municipalities that a facility has been added to the Plan as a non-substantial plan revision. At that time the requesting facility, hauler, municipality or business will also be notified that the facility is formally designated in the Plan for disposal of Cumberland County generated municipal waste.

Appendix D

Ordinances and Regulations

Laws to ensure implementation of the plan

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ORDINANCE NO. 2013-5
COUNTY OF CUMBERLAND, PENNSYLVANIA

AN ORDINANCE OF THE COUNTY OF CUMBERLAND, PENNSYLVANIA, ESTABLISHING A HAULER REGISTRATION PROGRAM TO BE ADMINISTERED BY THE CUMBERLAND COUNTY DEPARTMENT OF RECYCLING AND WASTE MANAGEMENT FOR ALL PERSONS THAT COLLECT AND TRANSPORT MUNICIPAL WASTE AND/OR RECYCLABLES GENERATED FROM SOURCES LOCATED IN CUMBERLAND COUNTY; PROVIDING WASTE FLOW CONTROL REQUIREMENTS TO DIRECT WASTE TO DESIGNATED PROCESSING AND/OR DISPOSAL SITES; AND PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE.

WHEREAS, Act 101 of 1988, the Municipal Waste Planning, Recycling and Waste Reduction requires that counties accept responsibilities including the preparation and implementation of municipal waste management plans that provide for the processing and disposal of the municipal waste generated within their boundaries for at least ten years; and ensure maximum feasible waste reduction and recycling of municipal waste or source separated recyclable material; and

WHEREAS, it is the position of the Pennsylvania Department of Environmental Protection that counties can implement a waste flow control mechanism ensuring that the municipal waste generated within the county is disposed at the disposal sites designated in the county plan; and

WHEREAS, the 1991 Cumberland County Municipal Waste Management Plan("Plan") and a non-substantial revision in 1997. 1999, 2000, 2001 and 2013 in accordance with the requirements of Section 501 of Act 101, and said Plan has been duly ratified by the municipalities of Cumberland County; and

WHEREAS, the County has the power and duty to adopt ordinances deemed necessary to implement this Plan and its revisions by the authority vested to the County pursuant to section 303 of Act 101, including requirements that all persons must register to collect and transport municipal waste subject to the Plan to a municipal waste processing and/or disposal facility designated by the County pursuant to Subsection 303(3) of Act 101.

NOW, THEREFORE, the Board of County Commissioners of Cumberland County hereby enacts and, ordains as follows:

SECTION 1- SHORT TITLE

This Ordinance shall be known and referred to as the "County Municipal Waste and Recycling Transporters Ordinance."

SECTION 2- DEFINITIONS

The following words and phrases as used in this Ordinance shall have the meaning ascribed to them herein, unless the context clearly indicates a different meaning:

Act 90 -- The Pennsylvania Waste Transportation Safety Program (HB 2044, Act 2002-90, June 29,2002)

Act 97 - The Pennsylvania Solid Waste Management Act of 1980 (P.L. 380, No.97, July 7, 1980)

Act 101 - The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (SB 528, Act 1988-101, July 28, 1988)

Commercial Establishment - Any establishment engaged in nonmanufacturing or nonprocessing business, including, but not limited to, stores, markets, offices, restaurants, shopping centers and theaters.

Construction/Demolition Waste - 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 vegetated material

County - Cumberland County or any agency or department designated as the County's representative for the purposes of this Ordinance.

County Authorization – An authorization from Cumberland County issued to any transporter of municipal waste and recyclables that is not required by Act 90 to obtain Pennsylvania Waste Transportation Authorization.

County Registered Transporter - Any person, firm, partnership, corporation, or public agency who is engaged in the collection and/or transportation of municipal waste and/or recyclables currently registered with the County pursuant to this Ordinance.

Department or DEP-The Pennsylvania Department of Environmental Protection.

Disposal - The deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters into the environment, is emitted into the air or is discharged to the waters of the Commonwealth of Pennsylvania.

Industrial Establishment - Any establishment engaged in manufacturing or production activities, including, but not limited to, factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Establishment - Any establishment or facility engaged in services, including, but not limited to, hospitals, nursing homes, schools and universities.

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

Marketed - The transfer of ownership of recyclable materials for the purpose of recycling the materials into a new product or use.

Municipality - Any local municipal government within Cumberland County. A city, borough, township, county or an authority created by any of the foregoing.

Municipal Waste - Any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semisolid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; and any sludge not meeting the definition of residual or hazardous waste under Act 97 from any municipal, commercial or institutional water supply treatment plant, wastewater treatment plant, or air pollution control facility. The term does not include any source-separated recyclable materials. For the purposes of this Ordinance, the term "Municipal Waste" shall include all types of municipal waste except infectious and chemotherapeutic waste and septage waste since all haulers of infectious and chemotherapeutic waste are licensed and/or regulated by the DEP under special regulations.

Municipal Waste Disposal or Processing Facility - A facility using land for disposing or processing of municipal waste. The facility includes land affected during the lifetime of operations, including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility.

Municipal Waste Landfill - A facility using land for disposing of municipal waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

Municipal Waste Management Plan ("Plan") - A comprehensive plan for an adequate municipal waste management system in accordance with Chapter 272, Subchapter C (relating to municipal waste planning).

Pennsylvania Waste Transportation Authorization – An authorization issued to municipal and residual waste transporters pursuant to Act 90.

Person - Any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, municipality, state institution and agency, or any other legal entity recognized by law as the subject of rights and duties. In any provisions of this Ordinance prescribing a fine, penalty or imprisonment, or any combination of the foregoing, the term "person" shall include the officers and directors of any corporation or other legal entity having officers and directors.

Plan Revision - A change that affects the contents, terms or conditions of a Department approved Plan under the Municipal Waste Planning, Recycling and Waste Reduction Act.

Processing - Any technology used for the purpose of reducing the volume or bulk of municipal or residual waste or any technology used to convert part or all of such materials for off-site reuse. Processing facilities include, but are not limited to, transfer stations, composting facilities and resource recovery facilities.

Recyclables – All metals, glass, paper, leaf waste, plastics and other materials, which would otherwise be disposed or processed as municipal waste. that are collected, separated, recovered for sale or reuse.

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

Recycling Facility - A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term does not include transfer facilities, municipal waste disposal or processing facility, composting facilities or resource recovery facilities.

Resource Recovery Facility -

(i) A processing facility that provides for the extraction and utilization of materials or energy from municipal waste.

(ii) The term includes a facility that mechanically extracts materials from municipal waste, a combustion facility that converts the organic fraction of municipal waste to usable energy and a chemical and biological process that converts municipal waste into a fuel product.

(iii) The term includes a facility for the combustion of municipal waste that is generated offsite, whether or not the facility is operated to recover energy.

(iv) The term includes land affected during the lifetime of operations, including, but not limited to, areas where processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection, transportation and storage facilities, closure and postclosure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility.

(v) The term does not include:

(A) A composting facility.

(B) Methane gas extraction from a municipal waste landfill.

(C) A separation and collection center, drop-off point or collection center for recycling, or a source separation or collection center for composting leaf waste.

(D) A facility, including all units in the facility, with a total processing capacity of less than 50 tons per day.

Sewage Sludge - Liquid or solid sludges and other residues from a municipal sewage collection and treatment system; and liquid or solid sludges and other residues from septic and holding tank pumpings from commercial, institutional or residential establishments. The term includes materials derived from sewage sludge. The term does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator, grit and screenings generated during preliminary treatment of sewage sludge at a municipal sewage collection and treatment system, or grit, screenings and nonorganic objects from septic and holding tank pumpings.

Source Separated Recyclable Materials - Materials that are separated from municipal waste at the point of origin or generation for the purpose of recycling.

Street - A strip of land, including the entire right-of-way, intended for use as a means of vehicular and pedestrian circulation, includes street, avenue, boulevard, road, highway, freeway, parkway, lane, alley, viaduct and any other ways used or intended to be used by vehicular traffic or pedestrians whether public or private.

Transfer facility - A facility which receives and processes or temporarily stores municipal or residual waste at a location other than the generation site, and which facilitates the transportation or transfer of municipal or residual waste to a processing or disposal facility. The term includes a facility that uses a method or technology to convert part or all of the waste materials for offsite reuse. The term does not include a collecting or processing center that is only for source-separated recyclable materials, including clear glass, colored glass, aluminum, steel and bimetallic cans, high-grade office paper, newsprint, corrugated paper and plastics.

Transportation - The off-site removal of any municipal waste and/or recyclables at any time after generation.

Transporter - Any person, firm, partnership, corporation or public agency who is engaged in the collection and/or transportation of municipal waste and/or recyclables.

For the purposes of this ordinance, the singular shall include the plural and the masculine shall include the feminine and neuter.

SECTION 3-STANDARDS FOR COLLECTION AND TRANSPORTATION

1. All Transporters operating within the County must comply with the following minimum standards and regulations:

   A. All trucks or other vehicles used for collection and transportation of municipal waste must comply with the requirements of Act 97, Act 90, and Act 101 as currently enacted or hereafter amended, and

Department regulations adopted pursuant to Act 97, Act 90 and Act 101, including the Title 25, Chapter 285, Subchapter B Regulations for the Collection and Transportation of Municipal Waste as currently worded or hereafter amended and any successor laws, regulations or Acts of the foregoing.

B. All collection and transportation vehicles conveying municipal waste and/or recyclables shall be operated and maintained in a manner that will prevent creation of a nuisance or a hazard to public health, safety and welfare.

C. All collection and transportation vehicles conveying putrescible municipal waste and/or recyclables shall be watertight and suitably enclosed to prevent leakage, roadside littering, attraction of vectors and the creation of odors and other nuisances or a hazard to public health, safety and welfare.

D. All collection and transportation vehicles conveying nonputrescible municipal waste and/or recyclables shall be capable of being enclosed or covered to prevent roadside litter, and other nuisances or a hazard to public health, safety and welfare.

E. All collection and or transportation vehicles conveying municipal waste and/or recyclables shall bear signs identifying the name and business address of the person or municipality, which utilize said vehicle in the collection and or transportation of municipal waste and/or recyclables and the specific type of municipal waste and/or recyclables transported by the vehicle. All such signs shall have lettering, which is at least six inches in height as required by Act 101.

2. All collection and transportation vehicles and equipment used by Transporters, shall be subject to inspection by the County or its authorized agents to determine compliance with the requirements of this section at any reasonable hour without prior notification.

SECTION 4 - REGISTRATION REQUIREMENTS

1. No person shall collect, remove, haul or transport any municipal waste and/or recyclables originating in Cumberland County through or upon public or private streets, alleys, highways, by-ways, avenues and any public or private easement through any of the various municipalities within Cumberland County without first registering with the County of Cumberland in accordance with the provisions of this Ordinance.

2. Any person who desires to collect, haul or transport municipal waste and/or recyclables within Cumberland County shall register for the first time at least thirty (30) days before beginning collection and/or transporting of municipal waste in the County.

3. Any person who desires to collect, haul or transport municipal waste and/or recyclables within Cumberland County shall submit a copy of its Pennsylvania Waste Transportation Authorization application and a copy of the Authorization to the County at the time of registration.

4. Any person who desires to collect, haul or transport municipal waste and/or recyclables within Cumberland County that is not required by Act 90 to obtain Pennsylvania Waste Transportation Authorization, must complete the full registration form. At the time of registration all information required by the registration form must be provided to obtain an authorization from the County. The County shall have a minimum period of thirty (30) calendar days to review any authorization application and take approval or denial action.

5. The County shall designate specific processing and disposal facilities where Transporters must transport and dispose of any municipal waste collected from sources within Cumberland County. No person shall dispose of municipal waste collected within Cumberland County, except at an approved municipal waste disposal or processing facility. The County shall not designate specific facilities for the processing and/or marketing of recyclables.

6. Registration and authorization fees may be assessed and charged to a Transporter by the County from time to time as permitted by law.

7. The registration form, which will be supplied by the County, shall state the processing and disposal facilities that the applicant intends to use for the purpose of disposal of Cumberland County Municipal Waste as well as the recycling facilities or end use facilities where Cumberland County recyclables are marketed and shall set forth the minimum information required to establish the applicant's qualifications to collect and transport municipal waste and/or recyclables, including, but not necessarily limited to:

    a. Name together with actual mailing address of business location of the applicant.

    b. Name and telephone number of contact person.

    c. List of all collection vehicles to be used for the collection and transport of municipal waste and recyclables and the Pennsylvania Waste Transportation Authorization identification number for each**.**

    d. List of collection vehicles to be used for the collection and transport of municipal waste and recyclables and to be covered under the County authorization rather than Pennsylvania Waste Transportation Authorization. The vehicle identification information and the vehicle license number for each vehicle. The company tax identification number; certificate(s) of insurance to present evidence that the applicant has valid liability, automobile and workmen's compensation insurance as required by state law.

e. Type of municipal waste and/or recyclables collected and transported.

8. Any person who desires to collect, haul or transport municipal waste and/or recyclables within Cumberland County and who is currently registered shall submit a registration renewal application and if applicable an authorization renewal to the County at least sixty (60) days prior to the expiration date of their existing registration if renewal of the registration and authorization is desired.

9. No new registration or authorization renewal shall be approved and issued by the County to any person who fails to satisfy the standards and requirements of this Ordinance.

10. Written complaints filed by residents or County designated facilities may result in the delay or denial of authorization renewal.

SECTION 5- PROHIBITED ACTIVITIES

1. It shall be unlawful for any person to collect and/or transport municipal waste from any sources within Cumberland County in a manner that is not in accordance with the provisions of this Ordinance and the standards and requirements established in Chapter 285 of the DEP's Municipal Waste Management Regulations, (as amended) or any other applicable state law.

2. It shall be unlawful for any person to transport any municipal waste collected from sources located within Cumberland County to any processing and disposal facility other than the facilities that are designated disposal sites under the approved Cumberland County Act 101 Municipal Waste Management Plan. The following types of municipal waste and materials are exempt from this sub-section:

   A. Transporters of regulated medical waste shall be exempted from use of the designated disposal facilities.

   B. Transporters of sewage sludge shall be exempted from use of the designated disposal facilities if proof of an approved land application or composting facility is provided.

   C. Transporters of septage shall be exempted from use of the designated disposal facilities but must provide proof of use of a DEP approved land application or permitted wastewater treatment facility for disposal.

   D. Transporters of recyclables shall be exempted from use of the designated disposal facilities but must provide proof that the recyclables are taken to a recycling facility or marketed for end use.

SECTION 6- EXEMPTED ACTIVITIES

1. Municipalities and municipally owned vehicles participating in municipally sponsored clean-up days shall not be subject to the provisions of this ordinance with respect to standards for collection and transportation, registering, prohibited activities, reporting requirements or penalties during the time that such vehicles or municipalities are engaged in those municipally sponsored clean-up activities.

2. The transportation of municipal waste and/or recyclables collected and/or transported as part of a non-commercial activity occurring at an individual residence.

SECTION 7- REPORTING REQUIREMENTS

1. All Transporters shall promptly report any significant changes in the collection vehicles or equipment covered under the authorization and insurance coverage changes to the County.

2. All County registered Transporters shall maintain current, up-to-date records of the customers serviced within Cumberland County. Such records and customer list shall be subject to inspection and must be made available for view to the County or its authorized agents upon request.

3. Each Transporter shall prepare and submit on forms provided by the County, a typewritten or legibly printed report to the Cumberland County Recycling & Waste Department. The report shall be submitted annually before the last day of January of the next year. At a minimum, the following information shall be included in each report.

    A. The total weight of each type of municipal waste and/or recyclables collected from all sources located in Cumberland County during each month of the reporting period;

    B. The name of each processing or disposal facility and/or material recovery or end market the hauler used during the reporting period and the total weight of each type of municipal waste and/or recyclable that was delivered to each site during the reporting period;

    C. The name of each municipality in Cumberland County in which the hauler collected municipal waste and/or recyclables from any source during the reporting period; and

    D. A summary for each municipality of the total weight of each type of municipal waste and/or recyclables collected from each municipality during the reporting period;

SECTION 8- PENALTIES

1. Any person who violates any provision of this Ordinance shall, upon conviction, be guilty of a summary offense punishable, by a fine of not more than one thousand ($1,000) dollars, or by imprisonment for a period of no more than ten (10) days, or both. Each incident shall be considered a separate and distinct offense punishable under the provisions of this Ordinance.

2. The County shall have the right at any time to suspend or revoke the County issued authorization of any County Registered Transporter for any of the following causes:

   A. Falsification or misrepresentation of any statements in any authorization application;

   B. Lapse or cancellation of any required insurance coverages;

   C. Collection and/or transportation of any municipal waste and/or recyclables in a careless or negligent manner or any other manner that does not comply with the requirements of this Ordinance;

   D. Transportation and disposal of any municipal waste collected from sources within Cumberland County at any site other than those processing or disposal facilities designated by the County; and

   E. Failure to meet the specific reporting requirements outlined in this Ordinance; and

   F. Violation of any part of this Ordinance, any other applicable county ordinances or other applicable Pennsylvania laws or regulations.

SECTION 9- INJUNCTIVE POWERS

The County or its designated agency may petition the Court of Common Pleas of Cumberland County for an injunction, either mandatory or prohibitive, in order to enforce any of the provisions of this Ordinance.

SECTION 1O -SEVERABILITY

In the event that any section, paragraph, sentence, clause, or phrase of this Ordinance, or any part thereof, shall be declared illegal, invalid or unconstitutional for any reason, the remaining provisions of this Ordinance shall not be affected, impaired or invalidated by such action.

SECTION 11 -CONFLICT AND REPEAL

Any ordinances or any part of any ordinances, which conflict with this Ordinance are hereby repealed insofar as the same is specifically inconsistent with this Ordinance. Ordinance 97-1, the Waste Management and Recycling Ordinance of Cumberland County enacted April 28, 1997 and the Cumberland County Municipal Waste Management Hauler Regulations enacted May 12, 1997 are specifically repealed by this Ordinance.

SECTION 12- EFFECTIVE DATE

This Ordinance shall take effect on November 1, 2013.

ORDAINED AND ENACTED this_14th day of October, 2013.

COUNTY OF CUMBERLAND
BOARD OF COMMISSIONERS

ATTEST:

Lawrence Thomas, Chief Clerk

Barbara B. Cross, Chairman

James H. Hertzler, Vice-Chairman

Gary Eichelberger, Secretary

Appendix E

Transporter Registration

Forms

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Cumberland County Waste and Recycling Transporter Registration

Please complete and submit this form to:
Cumberland County Recycling & Waste Department
310 Allen Road, Suite 201, Carlisle, PA 17013
Phone: (717) 240-6489

New Application_____**Renewal**_____

APPLICANT INFORMATION				
Company				
Street Address				
City		State		ZIP
Mailing Address (if different from above)				
City		State		ZIP
Corporation	Limited Liability Partnership	Limited Liability Company	Partnership-Limited	Partnership-General
Sole Proprietorship	Individual	Municipality	School District	Gov't Agency
Federal Employer ID No.		SSI #	PA Waste Transporter Authorization #	
Company Contact				
Last Name		First		M.I.
Phone		E-mail Address		

INSURANCE	
General Liability *(Provide Certificate of Insurance as Proof)*	
Insurance Company	Policy Number
Policy Effective Date	Policy Expiration Date
Automobile Liability *(Provide Certificate of Insurance as Proof)*	
Insurance Company	Policy Number
Policy Effective Date	Policy Expiration Date
Worker's Compensation *(Provide Certificate of Insurance as Proof)*	
Insurance Company	Policy Number
Policy Effective Date	Policy Expiration Date

COLLECTION

Waste Collected *(mark all that apply)*

Municipal ☐ Construction/Demolition ☐ Sewage Sludge ☐ Residual ☐ Asbestos ☐ Ash ☐ Infectious/Chemo ☐

Recycling/Document Destruction Collection Method *(mark all that apply)*

Source Separated ☐ Commingle (Glass, Metal, Plastics Mixed Together) ☐

Dual Stream (Glass, Metal, Plastics Mixed Together / Paper Cardboard Separate) ☐ Single Stream ☐ (All Mixed Together)

Recycling/Document Destruction Materials Collected *(mark all that apply)*

Glass Clear ☐ Glass Colored ☐ Aluminum Cans ☐ Bi-Metal Cans ☐ Plastics #1 ☐ Plastics#2 ☐ Plastics Other ☐

Newspaper ☐ Magazines ☐ Office Paper ☐ Mixed Paper (Junk Mail, etc.) ☐ Cardboard ☐ Paperboard ☐ Plastics Other ☐

Source Separated Food Waste ☐ Leaf/Yard Waste ☐ Electronic Waste ☐ Textiles ☐ Telephone Books ☐

Others ☐ Please list:

TRANSFER, DISPOSAL AND RECYCLING FACILITIES *(Indicate all facilities used by your company)*

Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐
Facility	Transfer ☐	Disposal ☐	Recycling ☐

FLEET		
Vehicle Identification Number	**License Number**	**Vehicle Type** *(Truck, Tractor, Trailer)* **and Gross Vehicle Weight**

DISCLAIMER AND SIGNATURE

The transporter hereby agrees to protect, indemnify and hold harmless, the Authority and the County, it's officers, agents, servants and employees from and against all liabilities, actions, suits, legal proceedings, claims, demands, costs, expenses and attorney's fees, and shall defend the Authority and the County and its officers, agents and employees in any suit, including appeals, for personal injury to, or death, of any person or persons, or loss or damage, or any other loss, resulting from a willful or negligent act or omission of the Hauler, it's officers, agents, servants and employees in the performance of its activities contemplated under the County Municipal Waste Transporters Ordinance.

I hereby certify that the information provided herein and attached is true and correct and that I have read and am familiar with the requirements of the County of Cumberland, Pennsylvania governing the collection and disposal of municipal waste I certify that all insurance meets the state and federal minimums.

_____ _____ _____

Signature of Applicant **Title** **Date**

Revised 11-23-10

FOR COUNTY USE ONLY: Date Application Received: _____ Reviewed By: _____ _____

Approved by: _____ Date: _____

Appendix F

Delegation Agreement

Appointing the Implementing Entity

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DELEGATION AGREEMENT BETWEEN
C U M B E R L A N D C O U N T Y
a n d t h e
CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

THIS AGREEMENT, dated this _17__ day of _December, 2012, by and between **Cumberland County, Pennsylvania** ("County"), a political subdivision of the Commonwealth of Pennsylvania, and **Cumberland County Recycling & Waste Authority** ("Authority"), a Municipal Authority incorporated under the Act of May 2, 1945, P.L. 382, as amended, and now known as the Municipality Authorities Act of 2001.

RECITALS:

WHEREAS, by Articles of Incorporation dated April 16, 1975, the Solid Waste Authority of Cumberland County was issued a Certificate of Incorporation by virtue of Resolution No. 3-27-75 of the County of Cumberland; and

WHEREAS, by Articles of Amendment dated August 20, 2007, the Solid Waste Authority of Cumberland County amended its Articles of Incorporation to change the name of the Solid Waste Authority of Cumberland County to the Cumberland County Recycling & Waste Authority; and

WHEREAS, Section 101(b)(10) of the Municipal Waste Planning, Recycling and Waste Reduction Act, being Act 101, 1988, as approved July 28, 1988 (53 P.S. 4000.101 et. seq.), ("Act 101"), gave the County primary responsibility for planning for municipal waste management within its boundaries and the primary power to control the flow of municipal waste generated within its boundaries; and

WHEREAS, Act 101 directs the County to prepare a Municipal Waste Management Plan; and

WHEREAS, Section 303(d) of Act 101 authorizes the County to delegate to the Authority, the power to undertake to fulfill some or all of the County's responsibilities under Act 101 for municipal waste planning and implementation of the approved County plan; and

WHEREAS, the Commissioners of Cumberland County originally established the Authority, for the stated purpose to acquire, hold, construct, equip, furnish, improve, maintain, operate, own, lease, either as lessor or lessee, projects relating to the management and control of solid waste within Cumberland County; and

WHEREAS, by previous Delegation Agreement dated September 23, 1991 (the "1991 Delegation Agreement"), which terminated all prior agreements between the County and Authority, the Commissioners of Cumberland County authorized the Authority to advise and recommend to the County on all matters relating to solid waste matters, and defined the Cumberland County Solid Waste Department ("Department") as the entity to carry out all necessary functions relating to County solid waste matters; and

WHEREAS, 1991 Delegation Agreement established the Authority as an operational authority, with specific rights and duties necessary to address all relevant solid waste and recycling matters; and

WHEREAS, the Department and the Authority are responsible for preparing the Cumberland County Municipal Waste Management Plan, ("Plan"); and

WHEREAS, the Plan provides that the Authority and Department will assume and fulfill some or all of the County's rights, duties and obligations under Act 101 for Regulated Municipal Waste planning and for implementation of the Plan; and

WHEREAS, the Plan will be effected and carried forth by a Cumberland County Ordinance ("County Ordinance") and by entering into this Delegation Agreement ("Agreement") with the Authority; and

WHEREAS, it is the intention of the parties that their rights and duties be modified hereby, notwithstanding the foregoing;

WHEREAS, the County has adopted and approved the Plan and the County Ordinance;

NOW THEREFORE the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, the parties agree as follows:

I. <u>Recitals</u>

The Recitals above are incorporated herein by reference and made a part of this Agreement.

II. <u>Prior Agreements of and Pertaining to the Parties</u>

With the exception of the Articles of Incorporation dated April 16, 1975, this Agreement shall terminate and replace all other Agreements between the parties including the 1991 Delegation Agreement.

III. <u>County Solid Waste Department</u>

The County intends to utilize the Department to perform the acts and functions necessary to manage solid waste and recycling within the county as required by law, including, but not limited to, the following:

A. The Department shall implement and carry out the day to day activities of the Plan.

B. Department, at the direction of the County or the Authority, shall develop and prepare all planning recommendations, which, after acceptance by the Authority, will be presented to the County for final approval.

C. The Department's director and/or his designee shall coordinate with, and attend all meetings of, the Authority so as to allow coordination and dissemination of information as is necessary to further the requirements of Act 101, and any applicable regulations adopted pursuant to Act 101.

IV. Definition of Responsibilities Between Parties

The County and the Authority desire by this Agreement to define and authorize responsibilities between the County (including the Department), and the Authority as to the requirements set forth in Act 101 and all other matters relating to the Authority's purpose under the Articles of Incorporation, the Plan, and the County Ordinance.

V. Delegation of Responsibility

In accordance with Section 303(d) of Act 101, which authorizes the County to enter into a Delegation Agreement with the Authority, the County does hereby delegate certain responsibilities to the Authority and additionally mandate certain responsibilities to the Authority.

A. The County hereby delegates to the Authority, subject to the terms and provisions of this Agreement, the County's planning responsibilities under Act 101 which responsibilities are subject to the review and approval of the County.

B. The Authority shall utilize the Department to develop recommendations necessary for its delegated planning responsibilities.

C. The Authority shall recommend to the County for approval:

An annual budget; [I do not know why this edit changed the numbering!]

1. Planning, management, and implementation strategies for all activities necessary to provide those services presently being performed by the Department and those required to carry out or implement the Plan (including any amendments or revisions thereto);

2. Planning, management, and implementation strategies for all recycling programs as required under Chapter 15 of Act 101, or any other applicable law; or as provided in the Plan;

3. Planning, management, and implementation strategies for administration and enforcement of the County Ordinance, Cumberland County Municipal Waste Management Hauler Regulations, or any other law or ordinance as necessary, and any amendments thereto;

4. Proposed rulemaking related to any necessary law or ordinance, or any amendment thereto;

5. Proposed service, maintenance, repair, and replacement actions for County and Authority equipment, including but not limited to yard waste processing equipment;

6. Proposed fees as shall be reasonable and sufficient to ensure the effective operation, management and purposes of the Authority;

   a. Said fees shall be charged according to all then-existing federal and state laws and regulations;[this is redundant given the preface to this paragraph]

      (i) This Agreement specifically contemplates all future changes in law which would allow the County or Authority to charge fees related to the County's waste management duties and responsibilities;

7. Responses to permit applications filed with the DEP or any other applicable state or federal agency.

D. The Authority shall also be delegated the ability to:

1. Receive, on behalf of the County, copies of all Department of Environmental Protection (DEP) notices and reports with respect to Solid Waste which would otherwise be delivered to the County;

   a. The Authority, through the Department, shall provide copies of such notices or reports to the County in a timely fashion;

2. Provide the Department with guidance and direction with regard to any grants which the Authority or County may be entitled to apply for or receive;

   a. The Department shall follow all, then currently existing, County procedures for the application, submission, and acceptance of grants;

3. Provide the Department with guidance and direction with regard to the issuance, drafting, and/or selection of any request for proposals or other bids required for Act 101, the Plan, or to effectuate any service presently being performed by the Department;

   a. The Department shall follow all, then currently existing, County procedures for procurement.

4. Provide the Department with guidance and direction with regard to the drafting and negotiation of any contracts which are required by Act 101, the Plan, or to effectuate any service presently being performed by the Department;

   a. Once the framework for a contract is recommended by the Authority, the Department shall coordinate with the County solicitor for finalization of the contract;

   b. Once a contract is recommended by the County solicitor, it shall be presented to the non-County party for execution;

   c. Once a contract is signed by the non-County party, it shall be presented to the County for final acceptance and signature.

5. Subject to County budget allowance, retain special counsel to provide advice at Authority meetings as well as to the Department on an as-needed basis with regard to issues related to Act 101, the Municipal Authorities' Act, and/or other relevant legal issues.

E. The County shall:

1. Otherwise retain all responsibility for the Plan and compliance with Act 101 and/or any other applicable law or regulation;

2. Appoint members of the Board of the Authority to fill Board vacancies in accordance with the Articles of Incorporation of the Authority;

3. Approve an annual budget, sufficient in County's sole discretion, to carry out the Plan, and the programs and services approved and authorized therein,;

4. Designate a County Commissioner as the liaison to the Authority and Department Staff.

VI. Severability

If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed and enforced consistent with its express purposes as if such invalid or unenforceable provision had not been contained in this Agreement.

VII. Amendment

The Agreement shall not be modified or amended except by written instrument duly executed on behalf of the County and the Authority.

VIII. Indemnification

The Authority shall protect, indemnify and hold the County harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, expenses, suits or attorneys' fees and shall defend the County in any suit arising out of events or activities occurring in connection with this Agreement and which result, or are alleged to result from any acts or omissions of the Authority.

These indemnification provisions are for the protection of these parties only and shall not establish any rights or liabilities in any other persons. The Authority

shall have available in any civil action filed against the Authority all defenses available to the County.

The County and the Authority, for themselves and their respective assignees, subrogees, successors and assigns, each waive the right of recovery against the other, and the other's members and commissioners, officers, employees, and business guests, and their respective heirs, administrators, executors, successors and assigns for such liabilities, actions, damages, claims, demands, judgments, losses, expenses, suits or attorneys' fees described in the coverage provisions of their respective contracts. The County and the Authority agree to request the consent of their insurers to the waiver contained in this Agreement, if such consent is required, and in the event either insurer does not consent, this paragraph shall be void and of no force or effect.

IX. <u>Term of Agreement</u>

This Agreement shall become operative and binding upon the date of its execution, that being the date of the last signatory. It shall continue in full force and effect unless either the County or the Authority provides written notice to the other party at least one hundred eighty (180) days prior to its intent to change or terminate the Agreement.

IN WITNESS WHEREOF, the County and the Authority have caused this Agreement to be executed in their respective names, have caused their respective corporate seals to be affixed hereto and have caused this Agreement to be attested by all their duly authorized officers and representatives. The County and the Authority have caused this Agreement to be dated as of the date first written above.

ATTEST

Dennis Marion, Chief Clerk

CUMBERLAND COUNTY

Barbara B. Cross, Chairman

James H. Hertzler, Vice-Chairman

Gary Eichelberger, Secretary

ATTEST:

Anthony L. Laporte, Secretary

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Robert J. Moore, Chairman

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Appendix G

Resolution to Approve the Plan

County Adopts the Recommendations of the Plan

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CUMBERLAND COUNTY PENNSYLVANIA

RESOLUTION 2013-27

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY, PENNSYLVANIA, ADOPTING THE REVISED MUNICIPAL WASTE MANAGEMENT PLAN FOR CUMBERLAND COUNTY

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have undertaken the development of a revised Municipal Waste Management Plan for Cumberland County in accordance with the requirements of the Solid Waste Management Act of 1980 (Act 97) and the Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 101); and

WHEREAS, this Revised Municipal Waste Management Plan for Cumberland County will be financed by a grant from the Pennsylvania Department of Environmental Protection and local funds and services provided by the Cumberland County Commissioners; and

WHEREAS, upon the recommendations of the Cumberland County Recycling & Waste Authority and the Cumberland County Solid Waste Advisory Committee, the Board of County Commissioners have reviewed and approved the recommendations of this proposed plan to insure the availability of adequate permitted processing and disposal capacity for the municipal waste generated within Cumberland County.

NOW, THEREFORE, be it resolved that the Cumberland County Board of Commissioners does hereby approve and adopt the 2012 Revised Municipal Waste Management Plan for Cumberland County pursuant to the requirement of Section 501 of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 101).

ADOPTED THIS 12th DAY OF NOVEMBER, 2013.

ATTEST:

Lawrence Thomas, Chief Clerk

BOARD OF COMMISSIONERS

Barbara B. Cross, Chairman

James H. Hertzler, Vice-Chairman

Gary Eichelberger, Secretary

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Appendix H

References and Acknowledgements

Resources, Publications

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BACKGROUND MATERIALS

The following books, documents, articles and other publications were used as professional sources of information during the development of the Plan revisions.

Alternatives to Disposal - Final Report. Santa Barbara County. 2003 Multi-jurisdictional Solid Waste Task Group. Santa Barbara, California

Anaerobic Outlook for MSW Streams. 2007 Maria Kelleher, Kelleher Environmental, Ontario, Canada for BioCycle Magazine, Emmaus, Pennsylvania

County Population Projections: Pennsylvania 2010-2030. 2009 Pennsylvania State Data Center. Harrisburg, Pennsylvania

Cumberland County Comprehensive Plan, 2003, 2004 Cumberland County Department of Planning. Carlisle, Pennsylvania

The Cumberland County Chesapeake Bay Tributary Strategy. 2005 Cumberland County Conservation District. Carlisle, Pennsylvania

Evaluation of Emissions from the Open Burning of Household Waste in Barrels: Volume 1. Technical Report. 1997. Prepared for the United States Environmental Protection Agency

Handbook for the Collection, Transportation, Disposal and Land Application of Residential Septage in Pennsylvania. 2004. Pennsylvania Department of Environmental Protection, Harrisburg, Pennsylvania

How to Price Residential Solid Waste Collection Services for Profit. 1997. Tim Clark Consulting, Inc. Hanover, Pennsylvania

Los Angeles County Conversion Technology Evaluation Report –Phase II.. 2007. Prepared for The County Of Los Angeles Department Of Public Works and The Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force's Alternative Technology Advisory Subcommittee, by Alternative Resources, Inc., Concord, MA 01742.

Municipal Solid Waste in the United States, 2001. Prepared for the United States Environmental Protection Agency by Franklin Associates, Prairie Village, Kansas

Municipal Solid Waste in the United States: Facts and Figures for 2009 Prepared for the United States Environmental Protection Agency by Franklin Associates, Prairie Village, Kansas

Municipal Waste Landfill Annual Operation Reports. 2009 Pennsylvania Department of Environmental Protection, Bureau of Land Recycling and Waste Management. Harrisburg, Pennsylvania.

Pennsylvania County Data Book ,Cumberland County. 2010 Pennsylvania State Data Center, Institute of State and Regional Affairs, Harrisburg, Pennsylvania

Pennsylvania Infectious and Chemotherapeutic Waste Plan. 1990 Prepared for the Pennsylvania Department of Environmental Resources by Jack Faucett Associates, Inc.

Pennsylvania Licensed Infectious and Chemotherapeutic Waste Transporters Registration 2009. Pennsylvania Department of Environmental Protection, Bureau of Land Recycling and Waste Management. Harrisburg, Pennsylvania

Practical Recycling Economics: Making the Numbers Work for Your Program. 1999 Prepared for the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste by Cook College Office of Continuing Professional Education Rutgers, the State University of New Jersey, New Brunswick, NJ

Residential Open Burning in Pennsylvania. Fact Sheet. Pennsylvania Department of Environmental Protection, Bureau of Air Quality. Harrisburg, Pennsylvania

Sewage Sludge and Septage Management in Pennsylvania. 1998 Pennsylvania Department of Environmental Protection, Harrisburg, Pennsylvania

Statewide Waste Composition Study. 2003. prepared for the Pennsylvania Department of Environmental Protection by R.W. Beck. Harrisburg, Pennsylvania.

Appendix I

Public Participation

Presentations, Meeting Minutes and Public Comments/Responses

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INTRODUCTORY MEETING

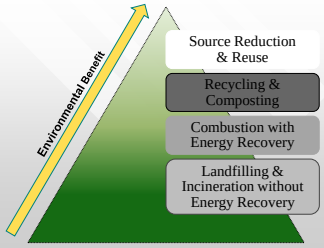
Tonight's Topics

- Act 101 Planning Requirements
- State of the County
  - Disposal Trends
  - Recycling Trends
- PADEP Technical Guidance
  - Disposal Capacity
  - Waste Flow Control
- Public Roles and Functions
- Open Discussion/ Survey

Primary Responsibilities

- Secure Disposal Capacity
- Attain State's 35% Recycling Goal
- Demonstrate Environmental Benefits
- Designate an Entity to Implement Plan
- Enforceable Ordinances & Contracts

Solid Waste Management Hierarchy



Disposal Trends

- Composition of Waste
  - Municipal Waste = 79.74%
  - Construction Demo = 16.66%
  - Sewage Sludge = 3.60%
- Flow control to designated facilities
  - 20 disposal sites designated
  - 11 designated sites received waste
- Allocation of tons by type of facility
  - 23.2% Public Incinerators
  - 76.8% Private Landfills
- 70 PA Waste Transporter Authorizations

Evaluating Cumberland's Recycling

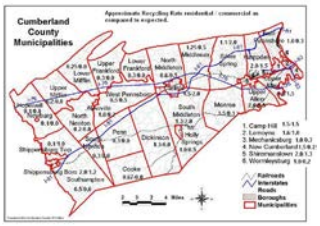
- Three Tiered Analysis
- National Trends
- County Trends
- Municipal Reports
- Allocated Materials from Commingles and Single Stream Programs

Materials Management Diamond

Material Types		Management Technologies
pre-consumer materials, scrap metal, printer scrap	Always Recycled by Industry No Government Involvement 10%	scraps yard, steel & paper mills
bottles, cans & newspapers yard waste from homes	Currently Recycled Through Municipal Curbside/Drop-off Programs 15%	standard curbside bins, non-automated collection vehicles & roll-off containers
standard recyclables from non-participating homes, businesses, events, parks, cars	Currently Economic to Recycle But Not Recovered 25%	larger single stream bins, automated collection vehicles , business systems
food scraps, construction & demolition debris	Potentially Economic to Recycle But No Current Recovery Infrastructure or Local Markets 25%	grinders, land spreaders, anaerobic digesters, biomass facilities
multi-material/composite packaging & products	Currently Not Economic to Recycle 15%	WTE, gasification & pyrolysis
personal hygiene products & highly contaminated materials	Never Economic to Recycle 10%	landfilling

Cumberland County vs. The Nation

Residential & Commercial Trends



Implementing Roles/Functions

- Operators
  - Tipping/Collection Fees Support Overall Services
- Contract Administrators
  - User Fees Support Curbside Services
  - Franchise Fees Support Ancillary Services
- Program Administrators
  - Reliant on Grants, Event Fees, County Support
- Data Management and Reporting
  - No Funding/No Services

Open Discussion Follow-Up Survey

- What do the numbers really tell us?
- Is current infrastructure adequate to meet countywide needs?
  - Disposal
    - HHW
    - Pharmaceuticals
  - Composting
    - Yard Waste
    - Food Scraps
  - Recycling
    - E-Waste
    - Construction Demolition
- What obstacles exist to meet countywide needs?
- What are sources of support and/or resistance?
- What county role/function provides best opportunity to meet and sustain countywide needs?
- What is the role/function and responsibility of municipalities?
  - Residents
  - Businesses
- What is the role /function of private sector service providers?

Nestor Resources, Inc.

Nestor Resources, Inc.
208 Kozy Corner Road
Valencia, PA 16059

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E-mail: info@nestorresources.com
Internet: www.nestorresources.com

CUMBERLAND COUNTY MUNICIPAL SOLID WASTE MANAGEMENT PLAN REVISION

Why Revise the Plan?

- Act 101 (The Municipal Waste Planning Recycling and Waste Reduction Act of 1988) requires counties to update their plans every 10 years
- Revisions are triggered by expiration of disposal capacity agreements
- Revision process begins three years prior to expiration
- Impact of court rulings on hauler licensing and waste flow issues
- New PADEP Technical Guidance for Plan Development

Goals & Objectives of Planning Process

- Determine future needs and guidelines for disposal capacity agreements
- Evaluate waste management practices and conditions in municipalities
- Establish benchmarks in existing program to measure future performance
- Determine realistic potential to meet the state's recycling goals
- Ensure public health and safety by promoting availability of proper waste collection and disposal
- Identify services desired by the local community
- Specify laws and methods of enforcement to ensure compliance with plan objectives
- Develop a feasible action plan and timeline to implement any changes required

How does it become a plan?

- Authority describes issues, targets future needs, provides background
- Analyses and recommendations from consultant
- Meetings to cover the most significant issues
- Input from committee and municipalities
- Final Approval - Department of Solid Waste & Recycling, Board of County Commissioners, PADEP
- **CAUTION – Substantial revisions require ratification by 50% of municipalities with 51% of population. (**changes in waste flow control, public ownership of facilities, elimination of recycling, etc)

Developments in the Process to Date

- Identified the sources, types and amounts of materials generated in Northumberland
- Analysis of the current organizational structure and recommendations for improvement
- Review of the current collection/ disposal practices and recommendations for future disposal needs
- Cost/benefit analyses and public operated transfer facility
- Discussion of legal issues with impact on the decision making process
- Utilization of existing transfer and disposal facilities
- Review the impact of the existing plan on current collection and processing for disposal or reuse
- Assessment of programs and service offerings of the county, municipalities and the private sector

Issues Remaining

- Explore reasonable methods and alternatives to compliment and enhance the existing plan, and comply with PADEP guidelines
- Explore and make recommendations for funding mechanisms
- Provide cost/benefit analyses and other supporting data to justify decisions of the County
- Provide the tools to ensure the plan can be implemented and programs sustained. (ordinances, contracts, reporting mechanisms, budgetary guidelines)

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Nestor Resources, Inc.

Dear Board Member:

During the planning process is always productive to obtain constructive feedback from stakeholders. As a the Director of the Board of the Cumberland County Recycling and Solid Waste Authority, you were appointed to represent the interests of one or more specific segments of the County. These include residents, businesses, the waste and recycling industry, municipal government and civic organizations. Because of your association with these special interest groups, your comments and opinions are vital in determining the future of municipal solid waste management in Cumberland County.

Nestor Resources recognizes that the meeting format is often a difficult time to express one's thoughts. Sometimes it takes time to digest new information. Often there are time constraints that prohibit lengthy discussions. It might be simply more comfortable to express one's thoughts in a more discreet conversation. Whatever the case, we would like to offer you this opportunity to comment in a confidential fashion.

Your participation in this survey will provide to us as your consultant valuable guidance. It will allow us to know those areas in which we should devote more attention. It will tell us issues that deserve greater clarification and explanation. Lastly, it will alert us to issues, obstacle, or opinions that may not have been conveyed to us by the staff.

We thank you in advance for the time and consideration we know you will give to each survey question. While the aggregate of opinions will be presented to the Authority, your individual comments will remain private.

Please return the survey in the envelope provided no later than December 22.

Respectfully yours,

Michele Nestor

President

Nestor Resources, Inc.

Revising the Plan

Cumberland County's current solid waste management plan requires little or no changes

COMMENTS

Primary need for revisions include contract, licensing, related legal issues and funding

Nestor Resources, Inc.

Informed Decision Makers

I receive sufficient information to make informed decisions on solid waste issues for the County.

COMMENTS

- Board members have level of comfort

Need to improve outreach to County Commissioners

Nestor Resources, Inc.

Mission and Accomplishments

I am satisfied with the role the Authority plays in waste management in the County.

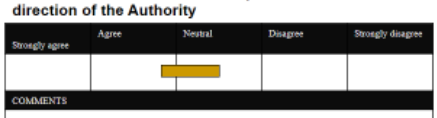
COMMENTS

- Prime focus - provider of special collection services

Nestor Resources, Inc.

Vision

I am satisfied with the leadership and direction of the Authority



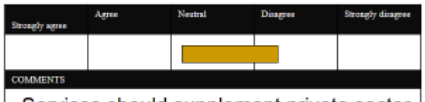
COMMENTS

- Staff performs well
- Must adjust budgetary game plan to changing financial environment

Nestor Resources, Inc.

Operations

The Authority should take a more active role in ownership/operation of solid waste services



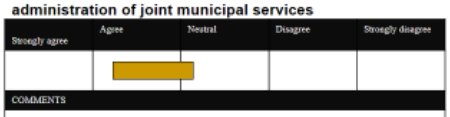
COMMENTS

- Services should supplement private sector offerings (i.e. special collections)
- Facility ownership not favored

Nestor Resources, Inc.

"Council of Governments" Approach

The Authority should take a more active role in contract administration of joint municipal services



COMMENTS

- Potential to provide value added services
- Potential to obtain added funding
- Some uncertainty on structure

Nestor Resources, Inc.

Elimination of Services

The Authority needs to scale back and assume a strictly data management & reporting role

Strongly agree	Agree	Neutral	Disagree	Strongly disagree

COMMENTS

- Not desirable, but possible fall back position

Nestor Resources, Inc.

Dollars and Cents

Long term funding is probably the most critical issue facing the Authority

Strongly agree	Agree	Neutral	Disagree	Strongly disagree

COMMENTS

- Need to negotiate "tipping" fees or sponsorships
- Must introduce user fees for all services
- County funding is inconsistent

Nestor Resources, Inc.

Impact of Funding

The Authority's financial status should influence decisions made on countywide waste management issues

Strongly agree	Agree	Neutral	Disagree	Strongly disagree

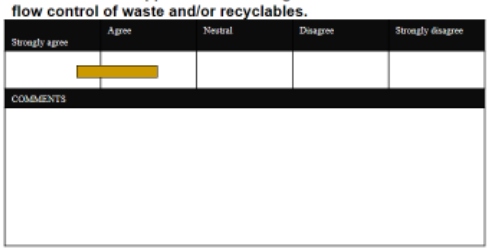
COMMENTS

- Not without adding value
- New sources of revenue must be secured
- Too much dependence on grants

Nestor Resources, Inc.

Laws and Regulations

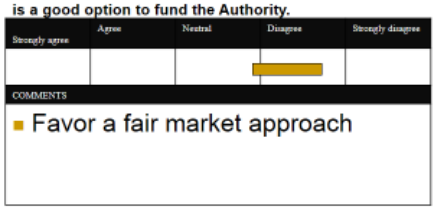
I understand the opportunities and legal issues associated with flow control of waste and/or recyclables.



Nestor Resources, Inc.

Flow Control

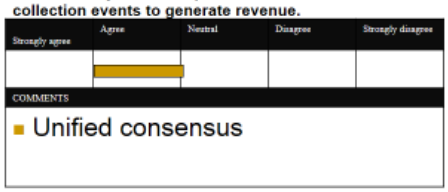
Flow control of waste and/or recyclables to a public facility is a good option to fund the Authority.



Nestor Resources, Inc.

Service Fees

The Authority should implement user fees at its collection events to generate revenue.



Nestor Resources, Inc.

Targeted Services

When considering the County as a whole, these services are potential targets for improvement
Rate on a scale from 1-5, with 1 being the lowest and 5 being the highest.

Curbside Recycling	Drop-off Recycling	Household Hazardous Waste Collection	Electronic Waste Collection	White Goods Collections
3.25	3.5	4.5	4	3.75
Curbside Waste Collection	Convenience Centers for Waste Collection	Construction Demolition Disposal or Recycling	Yard Waste Management	Commercial Recycling
1	3.5	3.5	3.5	3

COMMENTS

- Convenience Centers could resolve issues and generate revenue

Nestor Resources, Inc.

Addressing Illegal Dumps

Illegal dumping could be realistically controlled by a variety of options
Rate on a scale from 1-5, with 1 being the lowest and 5 being the highest,

Mandatory Waste Collection	Municipal Waste Collection Contracts	Enforcement and Prosecution	Special Collection Events	Not a Problem
3.50	3.75	2.40	3.40	1

COMMENTS

- Surveillance cameras suggested

Nestor Resources, Inc.

Challenges

The following are common obstacles to change which are encountered during the planning process. Please rate the items that you feel will have significant impact on any plan revisions.

Rate on a scale from 1-5, with 1 being the lowest and 5 being the highest.

County Politics	County Finances	Municipal Politics	Municipal Finances	Public Apathy
4	4.75	2.75	3.25	2.2
Not in My Backyard	Consumer Willingness to Pay	Legal Issues	Industry Issues	Other
4.25	3.75	4.25	2.5	1.6

COMMENTS

- Must provide value added services to affect change

Nestor Resources, Inc.

Cumberland County Recycling & Waste Authority
7 Irvine Row
Carlisle, PA 17013-3387
Telephone (717) 240-6489, Fax (717) 240-5337
Email: recycling@ccpa.net

Minutes of Meeting
November 16, 2009

1. Call to Order:
   Chairman Robert Moore called the meeting to order at 7:00 PM.

2. Roll Call of Members:
   Robert Moore, Anthony Lepore, Mike Grove, William Neidigh, and John Thomas were present. Staff present - Thomas Imphong, Executive Director; Justin Miller, Recycling Coordinator and Jennifer Crum, Administrative Assistant. Also present – Michele Nestor, Consultant – Nestor Resources Inc. Solid Waste Advisory Committee – Diane Hollinger, David R. Parthemore, Glenda Boyer, Raymond T. Carey, Paul N. Garrett, and Donna Paul.

   The Executive Director introduced the Authority board to the Advisory Committee and also introduced the Advisory Committee to the Authority board.

3. Additions or Deletions to Agenda:
   There were none.

4. Public Comments:
   There were none.

5. Approval of the Minutes:
   Mike Grove made a motion to approve the minutes of the October 20th meeting as submitted. The motion was seconded by Tony Lepore. The motion carried.

6. Treasurers Report:
   Secretary Tony Lepore presented invoices from Solicitor Zeigler in the amount of $317.00 for legal services for the month of October 2009. William Neidigh made a motion to recommend approval for payment. Michael Grove seconded the motion. The motion carried.

7. Plan Revision/HHW Committee Report:
   The Executive Director introduced consultant Michele Nestor of Nestor Resources. Ms. Nestor provided an overview to the Solid Waste Advisory Committee and Authority on the Waste Management Plan and Plan Revision requirements, the Solid Waste Advisory Committee's role in the Planning process and status of the Plan Revision. Additionally, she briefed that the Plan Revision process will need approval by the Authority, County Commissioners, and the State. Further discussion was held regarding current funding status and the need to find a future revenue source for the Authority to continue with recycling programs and education.

8. Recycling Committee Report:
   The Recycling Coordinator had no additional report. Mr. Miller individually acknowledged committee members for all they've done to assist the Authority.

9. Recycling & Waste Activities Report:
   The Executive Director referred the board to the monthly report with nothing further to add.

10. Solicitors Report: No report.

11. Old Business: None

12. New Business:

- **Solicitor Appointment for Year 2010:** Chairman Robert Moore requested a motion to reappoint Solicitor Paul L. Zeigler as the Authority's Solicitor for year 2010, with no changes to fees as listed: monthly meeting = $200 an hour, general council = $140 an hour, and litigation = $150 an hour. Anthony Lepore made a motion as requested. John Thomas seconded the motion. The motion carried.
- **Approval of Recycling & Waste Authority Monthly Meeting Dates for Year 2010:** Chairman Robert Moore requested a motion to approve year 2010 monthly Authority meeting dates as listed: Tuesday, January 19th at 5:00 p.m., Tuesday, February 16th at 7:00 p.m., Monday, March 15th at 7:00 p.m., Monday, April 19th at 7:00 p.m., Monday, May 17th at 7:00 p.m., Monday, June 21st at 7:00 p.m., Monday, July 19th at 7:00 p.m., Monday, August 16th at 7:00 p.m., Monday, September 20th at 7:00 p.m., Tuesday, October 19th at 7:00 p.m., Monday, November 15th at 7:00 p.m., and Monday, December 20th at 7:00 p.m. Michael Grove made a motion as requested. John Thomas seconded the motion. The motion carried.

13. Next Regular Board Meeting:
The next regular board meeting is scheduled for **Monday, December 21, 2009 at 7:00 PM** at Business Central.

14. Adjournment:
Chairman Moore requested a motion be made to adjourn at 8:15 p.m. William Neidigh made a motion as requested. Mike Grove seconded the motion. The motion carried.

Cumberland County Recycling & Waste Authority
7 Irvine Row
Carlisle, PA 17013-3387
Telephone (717) 240-6489, Fax (717) 240-5337
Email: recycling@ccpa.net

Solid Waste Advisory Committee Minutes
March 16, 2010
9:30 a.m.

The Cumberland County Solid Waste Advisory Committee met on March 16th, 2010, at Cumberland County Service Center, 310 Allen Road, Carlisle, PA 17013, meeting room PS3.

Present were Tim Stout, South Middleton Township; Diane Hollinger, South Middleton Township; Paul Garrett, Mechanicsburg Area Environmental Clubs; Glenda Boyer, Mechanicsburg Borough; David Parthemore, North Newton Township; Michele Nestor, Nestor Resources, Inc.; Ed Ward, Penn Waste; and Donna Paul, Lower Allen Township. Staff present was Justin Miller, Cumberland County Recycling & Waste Authority; and Jennifer Crum, Cumberland County Recycling & Waste Authority.

Review of Act 101

Recycling Coordinator, Justin Miller welcomed everyone to the Solid Waste Advisory Committee Meeting.

The County Waste Management Plan is required to be updated every 10 years. A solid waste advisory committee is one of the requirements for that process. Mr. Miller reviewed Act 101,

Sections 400.303 – Duties of Counties and 400.304 – Duties of Municipalities. Ms. Nestor stated that the county appears to work well with municipalities on needs and issues relating to waste and recycling.

Yard Waste Recycling Program

Mr. Miller briefed the committee how the program is scheduled with municipalities. Mr. Ward questioned how many times a year a municipality offers a yard waste collection or curbside collection. Mr. Miller explained that collecting once a month is the requirement or twice a year if a drop-off site is also offered. Ms. Nestor described how other counties conduct their yard waste collections. Ms. Boyer stated

that Mechanicsburg Borough has curbside collections for yard waste. Discussion followed on issues relating to large pieces of yard waste and how that is handled.

Mr. Miller explained that the program started in the early 1990's with Shippensburg Borough and Camp Hill Borough having their own sites with small outdated equipment, making the job difficult and time consuming for the employees. Equipment was purchased with state grants to share with all municipalities that had a program. The program grew to approximately 13municipal sites that lease the equipment on a yearly basis. The equipment is transported from site to site scheduling with a local towing/maintenance vendor.

Mr. Miller showed a power point presentation on all the different pieces of equipment ,interaction with the residents and sites, and the financial side of the program. Discussion on902 grants to purchase equipment and the future of these grants, along with the administrative fee that the Authority no longer receives was discussed.

Ms. Paul stated that Lower Allen Township has added a delivery service to their program for a fee, which is going well.

Draft Chapters

Ms. Nestor requested that the committee review the draft chapters and make any suggestions for changes, additions or deletions. Mr. Miller stated the plan update has been on hold due to the $2.50/ton fee litigation, requiring the need to find a new revenue source. Bills are pending at the House and Senate to allow counties to collect the fee. Local representatives and county commissioners support is needed for reinstating the law.

Ms. Nestor explained with the unknown of a revenue source the Waste Management Plan could go either way. There has been discussion of voluntary fees or sponsorships for the programs to continue. Mr. Parthemore questioned if a facility/landfill contribution was considered on the waste tonnage received from the county. The previous plan required waste facilities to contract with the county requiring the facility to pay a fee of $2.50/ton on every ton of county waste delivered to their facility.

Mr. Miller mentioned that Director, Thomas Imphong had attended a meeting with the County Commissioners and local representatives regarding support of reinstating the fee. Some legislators see the recycling program fee as an additional tax and are against it.

Until it is known which way the house bill will go, Ms. Nestor stressed the need for a reservation clause to be added to the waste management plan that would allow a

change regarding collection of a fee from waste facilities when or if that becomes law.

Mr. Parthemore talked about the county owned recycling site that was in the process of municipal approvals when a local resident threatened to sue the county if it was built. He gave his view of the four municipal recycling sites, the cost, time and manual labor involved. Ms. Boyer questioned the cost to haul the recyclables to the Cumberland County Landfill recycling site. Mr. Miller explained how the process of hauling and off-loading the material is handled.

Discussion was held on how mandatory curbside trash and recycling could be included in the Waste Management Plan for the western end of the county. Mr. Stout mentioned he had heard the state required population of 10,000 residents per municipality that requires mandatory trash and recycling collection at curbside is being considered to change the population threshold to 5,000 per municipality. Ms. Boyer suggested looking into the Clean Air Act to omit burning county wide. Currently specific municipalities have burn ordinances that do not allow burning of trash.

Mr. Miller referred a question to Mr. Ward, if an individual subscription from residents or a contract with a municipality is preferred by a hauler. Mr. Ward stated that they definitely prefer a municipal contract. It saves time and costs to the business and residents.

Mr. Miller concluded the meeting by thanking everyone for their time and input to the meeting agenda. He then invited everyone to the South Middleton Township Yard Waste Site for a demonstration of the grinder. The meeting was concluded at 11:30 a.m.

Respectfully submitted,

Jennifer Crum

PROOF OF PUBLICATION

State of Pennsylvania, County of Cumberland

Jackie Cox, Director of Sales, of The Sentinel, of the County and State aforesaid, being duly sworn, deposes and says that THE SENTINEL, a newspaper of general circulation in the Borough of Carlisle, County and State aforesaid, was established December 13th, 1881, since which date THE SENTINEL has been regularly issued in said County, and that the printed notice or publication attached hereto is exactly the same as was printed and published in the regular editions and issues of
THE SENTINEL on the following day(s):
September 23, 2013

COPY OF NOTICE OF PUBLICATION

NOTICE

NOTICE IS HEREBY GIVEN by the Board of Commissioners of Cumberland County, Pennsylvania, of its intention to consider for adoption, and to vote upon enactment of, an ordinance entitled and summarized hereafter, at its regularly scheduled meeting to be held on Monday, October 14, 2013, at 2:00 p.m., in the Commissioners Hearing Room, 2nd floor, Cumberland County Courthouse, 1 Courthouse Square, Carlisle, Pennsylvania, or at another public meeting at said location not less than seven (7) nor more than 60 days following publication of this notice.

The title of the proposed ordinance is An Ordinance Of The County Of Cumberland, Pennsylvania, Establishing A Hauler Registration Program To Be Administered By The Cumberland County Department Of Recycling And Waste Management For All Persons That Collect And Transport Municipal Waste And/Or Recyclables Generated From Sources Located In Cumberland County; Providing Waste Flow Control Requirements To Direct Waste To Designated Processing And/Or Disposal Sites; And Providing Penalties For Violation Of This Ordinance.

Summary: Section 1 establishes the title of the Ordinance as the County Municipal Waste and Recycling Transporters Ordinance. Section 2 establishes definitions for various terms and phrases used in the Ordinance. Section 3 establishes standards and compliance requirements for transporters (a collector/transporter of municipal waste and/or recyclables). Section 4 establishes registration requirements for persons collecting or transporting municipal wastes or recyclables originating in Cumberland County. Section 5 identifies prohibited activities. Section 6 exempts municipalities and municipally owned vehicles participating in municipal sponsored clean-up days from the provisions of the Ordinance. Section 7 establishes various reporting requirements for transporters. Section 8 establishes penalties for Ordinance violations, including fines, imprisonment, suspension and revocation. Section 9 allows for County injunctive powers. Section 10 provides for severability in the event of invalidity. Section 11 addresses conflict and repeal. Section 12 establishes an effective date of the Ordinance.

The full text of the proposed ordinance may be examined at the Commissioners' Office, 2nd floor, Cumberland County Courthouse, 1 Courthouse Square, Carlisle, Pennsylvania, or the Cumberland County Law Library, during regular business hours. In addition, a copy of the proposed ordinance has been filed with the newspaper publishing this notice.

Cumberland County Board of Commissioners: Barbara B. Cross, James H. Hertzler, Gary Eichelberger, Lawrence Thomas, Chief Clerk; Edward L. Schorpp, Solicitor

Affiant further deposes that he/she is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.

Jackie Cox

Sworn to and subscribed before me this

24th day of September 2013.

Bethany M. Holtry
Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Bethany M. Holtry, Notary Public
Carlisle Boro, Cumberland County
My Commission Expires Sept. 26, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

SAMPLE REQUEST FOR COMMENTS FROM SWAC

June 25, 2013

Glenda Boyer, Member, Cumberland County Solid Waste Advisory Committee
Mechanicsburg Borough
36 West Allen Street
Mechanicsburg, PA 17055

RE: Cumberland County Municipal Waste Management Plan Revision

Dear Ms. Boyer:

The Cumberland County Municipal Waste Plan (Plan), developed and required by The Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 101), is designed to provide for the long-term disposal capacity (a minimum of 10 years) of County generated municipal waste, address waste reduction and recycling and assist municipalities develop or expand recycling programs. Additionally, the Plan allows continual review of program effectiveness and when necessary, adjust or revise the planning concepts.

Cumberland County determined, through recommendations from the Cumberland County Recycling & Waste Authority, that a non-substantial revision to the Cumberland County Municipal Waste Management Plan was required. The revision was developed under Title 25-Environmental Resources, Municipal Waste Planning, Recycling and Waste Reduction Regulations, Chapter Plan Revisions.

The completed non-substantial Draft Plan revision retains the same overall approach to waste management and recycling as the 1997 Plan. Data has been updated using 2010 as a base year. The revised Draft Plan revision continues to provide for guaranteed disposal capacity and maximum disposal fees for municipal waste generated within Cumberland County for 10 years through new contracts with designated disposal facilities. Waste Haulers may continue to choose any of the designated disposal facilities, negotiate the disposal fee they pay and are protected by a contracted maximum disposal fee for the contract period. Other current County waste management and recycling programs have been retained.

Act 101 provides for public comment, including the Solid Waste Advisory Committee and each Municipality within the County, for a period of thirty (30) days for a non-substantial Plan revision.

Accordingly, an electronic version of the Draft Cumberland County Municipal Waste Management Plan revision was posted on June 25, 2013 for the Cumberland County Solid Waste Advisory Committee's review at the following link: http://www.ccpa.net/index.aspx?NID=3830. Any comments should be made in writing no later than July 26, 2013 to me at the above address. A paper copy or a CD will be provided upon request.

If you have any questions regarding this matter, contact me at the above address or telephone (717) 240-6489.

Sincerely,

Thomas M. Imphong, Director

SAMPLE REQUEST FOR COMMENTS FROM MUNICIPALITIES

June 25, 2013

Gary Kline, Manager
Camp Hill Borough
2145 S. Walnut Street
Camp Hill, PA 17011

RE: Cumberland County Municipal Waste Management Plan Revision

Dear Mr. Kline:

The Cumberland County Municipal Waste Plan (Plan), developed and required by The Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 101), is designed to provide for the long-term disposal capacity (a minimum of 10 years) of County generated municipal waste, address waste reduction and recycling and assist municipalities develop or expand recycling programs. Additionally, the Plan allows continual review of program effectiveness and when necessary, adjust or revise the planning concepts.

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Act 101 provides for public comment, including from each Municipality within the County and the Solid Waste Advisory Committee, for a period of thirty (30) days for a non-substantial Plan revision.

Accordingly, an electronic version of the Draft Cumberland County Municipal Waste Management Plan revision was posted on June 25, 2013 for your municipality's review at the following link: http://www.ccpa.net/index.aspx?NID=3830 . Any comments should be made in writing no later than July 26, 2013 to me at the above address. A paper copy or a CD will be provided upon request.

If you have any questions regarding this matter, contact me at the above address or telephone (717) 240-6489.

Sincerely,

Thomas M. Imphong, Director

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Appendix J

Executed Disposal Capacity Agreements

Please Note:

- ***In the hard copy, published version of the Cumberland County Municipal Waste Management Plan, the executed disposal capacity agreements are inserted behind this cover sheet.***
- ***For the CD-ROM electronic digital version of the plan, the executed disposal capacity agreements are not incorporated into the document, but are provided in a separate folder on the disk.***
- ***For the internet version of the plan, the executed disposal capacity agreements are not incorporated into the document, but are available for review at the offices of the Cumberland County Recycling & Waste Authority.***

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ADVANCED DISPOSAL

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Community Refuse Service, Inc d/b/a Cumberland County Landfill

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 100945 issued by PADEP

is located in Hopewell and North Newton Townships (Municipality)(ies),

Cumberland County, Pennsylvania State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

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

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

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

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

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

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

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

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

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

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

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

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

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

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

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

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

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

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

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

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

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

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

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

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

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

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

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

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

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

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

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

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

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

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

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

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

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

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

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

8. Assignment of Contract

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

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

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

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

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

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

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

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

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

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

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

2. Types and Quantities of Municipal Waste

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

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

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

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

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

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

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

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

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

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

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

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

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

2. Daily Operational Records

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

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

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

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

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

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

6. Special Reporting Requirements

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

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

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

2. Proof of Insurance Coverage

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

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

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

VI. NONDISCRIMINATION

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

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

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

VIII. PERMITS

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

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Close CHAIR DATE 8-9-12

ATTEST: Joan Burkhart
Mgr. CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Anthony Lenore ATTEST: Dale A Lane

CONTRACTOR

CONTRACTOR: Scott E. Fr WITNESS; Christine Hart

TITLE: Secretary

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	85.00	90.00	95.00	105.00	85.00	100.00
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Environmental Stewardship	0.25	0.25	0.25	0.25	0.25	0.25
Growing Greener II	4.00	4.00	4.00	4.00	4.00	4.00
PA Act 101	2.00	2.00	2.00	2.00	2.00	2.00
Hopewell Township Host Fee	1.47	1.47	1.47	1.47	1.47	1.47
North Newton Township Host Fee	1.00	1.00	1.00	1.00	1.00	1.00
Newburg Borough Host Fee	0.15	0.15	0.15	0.15	0.15	0.15
Total Tipping Fee including all fees and surcharges	93.87	98.87	103.87	113.87	93.87	108.87

Form B -Reserved Capacity FACILITY: Community Refuse Service, Inc.

Types and Quantities of Municipal Solid Waste Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	600	200	25	250	50	1,125
Tons Per Year	187,200	62,400	7,800	78,000	15,600	351,000
2013						
Tons Per Day	600	200	25	250	50	1,125
Tons Per Year	187,200	62,400	7,800	78,000	15,600	351,000
2014						
Tons Per Day	625	215	25	250	75	1,190
Tons Per Year	195,000	67,080	7,800	78,000	23,400	371,280
2015						
Tons Per Day	625	215	25	250	75	1,190
Tons Per Year	195,000	67,080	7,800	78,000	23,400	371,280
2016						
Tons Per Day	625	215	25	250	75	1,190
Tons Per Year	195,000	67,080	7,800	78,000	23,400	371,280
2017						
Tons Per Day	650	215	25	250	75	1,215
Tons Per Year	202,800	67,080	7,800	78,000	23,400	379,080
2018						
Tons Per Day	650	215	25	250	75	1,215
Tons Per Year	202,800	67,080	7,800	78,000	23,400	379,080
2019						
Tons Per Day	650	215	25	250	75	1,215
Tons Per Year	202,800	67,080	7,800	78,000	23,400	379,080
2020						
Tons Per Day	650	215	25	250	75	1,215
Tons Per Year	202,800	67,080	7,800	78,000	23,400	379,080
2021						
Tons Per Day	675	215	25	250	75	1,240
Tons Per Year	210,600	67,080	7,800	78,000	23,400	386,880

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE Reserving Capacity for % of Cumberland MSW Annually	ANNUAL TONS Reserving Capacity for #Tons Cumberland MSW Annually	OPERATING DAYS Estimated Annual Working Days	TONS PER DAY Reserving Capacity for #Tons Cumberland MSW Daily
2012	250,154	100	257,400	312	825
2013	252,555	100	257,400	312	825
2014	254,955	100	269,880	312	865
2015	257,355	100	269,880	312	865
2016	259,964	100	269,880	312	865
2017	262,573	100	277,680	312	890
2018	265,181	100	277,680	312	890
2019	267,790	100	277,680	312	890
2020	270,399	100	277,680	312	890
2021	272,988	100	285,480	312	915

Operating hours from 7:00 AM to 4:00 PM Monday through Friday and from 7:00 AM to 12:00 Noon on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 100 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Interstate Waste Services, Inc. , Community Refuse Service, Inc.

Address: 3 Jennifer Court, Suite C, Carlisle, PA 17015

Attention: Mr. Mark Harlacker, V.P. Environmental Management

With a copy to: Community Refuse Service, Inc. Attention: Mr. Kevin Bush, General Manager

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SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
☐ $100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose: See Attached
☐ $75,000	
☐ $50,000	
☐ $15,000	
☒ Other $5,000.00	
☐ Decline	

Indicate Any Preferred Programs for Sponsorship

☐	Recycling Drop-Off Collection	☒	Annual Household Hazardous Waste Collections,
☐	Yard Waste Equipment Cooperative	☐	Unwanted Pharmaceuticals Collection Events
☐	Electronics Recycling Center	☐	Tire And White Goods Recycling
☒	Public Education Activities (General)	☒	Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	☐ Monthly $	☐ Quarterly $	☒ Annually $5,000.00

Facility/Organization Community Refuse Service, Inc. d/b/a Cumberland County Land	
Contact Name Mr. Scott E. Friedlander	Title Gen. Counsel, Sec.
Phone 201-258-1292	Email sfriedlander@iswaste.com
Authorized Signature Scott E. Friedlander	Date 2/17/12
Attest Christine Hall	Date 2/17/12

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal

Community Refuse Service, Inc., d/b/a Cumberland County Landfill is interested in sponsoring the Household Hazardous Waste program on an annual basis as indicated on the Sponsorship Commitment Form (page 53). As a municipal solid waste company, it is in our interest to keep common household hazardous wastes out of the landfill and have these types of products properly managed and disposed in accordance with applicable Federal and State guidelines. As a sponsor of the Household Hazardous Waste program, we would request recognition as a sponsor through advertising or other media means.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Mostoller Landfill, Inc.

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 101571 issued by PADEP

is located in Brothers Valley and Somerset Townships (Municipality)(ies),

Somerset County, Pennsylvania State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

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

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

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

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

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

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

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

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

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

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

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

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

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

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

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

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

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

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

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

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

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

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

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

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

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

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

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

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

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

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

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

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

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

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

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

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

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

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

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

8. Assignment of Contract

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

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

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

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

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

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

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

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

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

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

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

2. Types and Quantities of Municipal Waste

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

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

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

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

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

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

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

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

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

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

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

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

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

2. Daily Operational Records

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

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

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

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

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

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

6. Special Reporting Requirements

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

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

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

2. Proof of Insurance Coverage

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

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

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

VI. NONDISCRIMINATION

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

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

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

VIII. PERMITS

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

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

CHAIR DATE 8-9-12

ATTEST: Joe Burkhart

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

ATTEST:

CONTRACTOR

CONTRACTOR: Scott E. Fuller

WITNESS; Christine Hunt

TITLE: Secretary

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	**Construction Demolition**	**Sewage Sludge**	**Approved ICW**	**Other**	**Other**
Base Tipping Fee (without taxes, and other fees)	75.00	80.00	85.00	95.00	85.00	100.00
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Environmental Stewardship	0.25	0.25	0.25	0.25	0.25	0.25
Growing Greener II	4.00	4.00	4.00	4.00	4.00	4.00
PA Act 101	2.00	2.00	2.00	2.00	2.00	2.00
Brothers Valley Host Fee	0.60	0.60	0.60	0.60	0.69	0.60
Somerset Township Host Fee	1.80	1.80	1.80	1.80	2.07	1.80
Somerset County Host Fee	2.00	2.00	2.00	2.00	2.00	2.00
Total Tipping Fee including all fees and surcharges	85.65	90.65	95.65	105.65	95.65	110.65

Form B -Reserved Capacity FACILITY: Mostoller Landfill, Inc.

Types and Quantities of Municipal Solid Waste Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2013						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2014						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2015						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2016						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2017						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200
2018						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200
2019						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200
2020						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200
2021						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE Reserving Capacity for % of Cumberland MSW Annually	ANNUAL TONS Reserving Capacity for #Tons Cumberland MSW Annually	OPERATING DAYS Estimated Annual Working Days	TONS PER DAY Reserving Capacity for #Tons Cumberland MSW Daily
2012	250,154	53	132,600	312	425
2013	252,555	52.5	132,600	312	425
2014	254,955	52	132,600	312	425
2015	257,355	51.5	132,600	312	425
2016	259,964	51	132,600	312	425
2017	262,573	56	148,200	312	475
2018	265,181	55.8	148,200	312	475
2019	267,790	55.3	148,200	312	475
2020	270,399	54.8	148,200	312	475
2021	272,988	54.2	148,200	312	475

Operating hours from 7:00 AM to 6:00 PM Monday through Friday and from 7:00 AM to 12:00 Noon on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 100 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Interstate Waste Services , Mostoller Landfill, Inc.

Address: 3 Jennifer Court, Suite C, Carlisle, PA 17015

Attention: Mr. Mark Harlacker, V.P. Environmental Management

With a copy to: Mostoller Landfill, Inc. Attention: Mr. Kevin Bush, General Manager

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SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
☐ $100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose: See Attached
☐ $75,000	
☐ $50,000	
☐ $15,000	
☒ Other $5,000.00	
☐ Decline	

Indicate Any Preferred Programs for Sponsorship

☐	Recycling Drop-Off Collection	☒	Annual Household Hazardous Waste Collections,
☐	Yard Waste Equipment Cooperative	☐	Unwanted Pharmaceuticals Collection Events
☐	Electronics Recycling Center	☐	Tire And White Goods Recycling
☒	Public Education Activities (General)	☒	Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	☐ Monthly $	☐ Quarterly $	☒ Annually $5,000.00

Facility/Organization Mostoller Landfill, Inc.	
Contact Name Mr. Scott E. Friedlander	Title Gen. Counsel, Sec.
Phone 201-258-1292	Email sfriedlander@iswaste.com
Authorized Signature Scott E. Fr	Date 2/17/12
Attest Christine Hal	Date 2/17/12

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal

Mostoller Landfill, Inc. is interested in sponsoring the Household Hazardous Waste program on an annual basis as indicated on the Sponsorship Commitment Form (page 53). As a municipal solid waste company, it is in our interest to keep common household hazardous wastes out of the landfill and have these types of products properly managed and disposed in accordance with applicable Federal and State guidelines. As a sponsor of the Household Hazardous Waste program, we would request recognition as a sponsor through advertising or other media means.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND WSI Sandy Run Landfill, Inc.

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 101538 issued by PADEP

is located in Broad Top Township (Municipality)(ies),

Bedford County, Pennsylvania State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

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

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

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

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

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

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

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

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

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

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

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

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

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

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

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

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

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

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

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

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

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

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

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

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

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

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

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

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

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

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

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

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

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

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

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

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

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

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

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

8. Assignment of Contract

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

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

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

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

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

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

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

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

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

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

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

2. Types and Quantities of Municipal Waste

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

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

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

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

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

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

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

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

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

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

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

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

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

2. Daily Operational Records

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

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

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

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

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

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

6. Special Reporting Requirements

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

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

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

2. Proof of Insurance Coverage

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

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

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

VI. NONDISCRIMINATION

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

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

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

VIII. PERMITS

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

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Cross CHAIR DATE 8-9-12

ATTEST: Joan Burkhart
Asst. CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Anthony Lepore ATTEST: Dale McGauley

CONTRACTOR

CONTRACTOR: Scott E. Fu WITNESS; Christine Hart

TITLE: Secretary

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	**Construction Demolition**	**Sewage Sludge**	**Approved ICW**	**Other**	**Other**
Base Tipping Fee (without taxes, and other fees)	75.00	80.00	85.00	95.00	85.00	100.00
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Environmental Stewardship	0.25	0.25	0.25	0.25	0.25	0.25
Growing Greener II	4.00	4.00	4.00	4.00	4.00	4.00
PA Act 101	2.00	2.00	2.00	2.00	2.00	2.00
Broad Top Township Host Fee	3.44	3.44	3.44	3.44	3.69	3.44
Wells Township Fee	0.109	0.109	0.109	0.109	0.109	0.109
Hopewell Borough Fee	0.05	0.05	0.05	0.05	0.05	0.05
Coaldale Borough Fee	0.054	0.054	0.054	0.054	0.054	0.054
Six Mile FC	0.065	0.065	0.065	0.065	0.065	0.065
Total Tipping Fee including all fees and surcharges	84.97	89.97	94.97	104.97	95.22	109.97

Form B -Reserved Capacity

FACILITY: WSI Sandy Run Landfill, Inc.

Types and Quantities of Municipal Solid Waste — Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2013						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2014						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2015						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2016						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2017						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200
2018						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200
2019						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200
2020						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200
2021						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE Reserving Capacity for % of Cumberland MSW Annually	ANNUAL TONS Reserving Capacity for #Tons Cumberland MSW Annually	OPERATING DAYS Estimated Annual Working Days	TONS PER DAY Reserving Capacity for #Tons Cumberland MSW Daily
2012	250,154	53	132,600	312	425
2013	252,555	52.5	132,600	312	425
2014	254,955	52	132,600	312	425
2015	257,355	51.5	132,600	312	425
2016	259,964	51	132,600	312	425
2017	262,573	56	148,200	312	475
2018	265,181	55.8	148,200	312	475
2019	267,790	55.3	148,200	312	475
2020	270,399	54.8	148,200	312	475
2021	272,988	54.2	148,200	312	475

Operating hours from 7:00 AM to 4:00 PM Monday through Friday and from 7:00 AM to 12:00 Noon on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 100 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Interstate Waste Services , WSI Sandy Run Landfill, Inc.

Address: 3 Jennifer Court, Suite C, Carlisle, PA 17015

Attention: Mr. Mark Harlacker, V.P. Environmental Management

With a copy to: WSI Sandy Landfill, Inc. Attention: Mr. Kevin Bush, General Manager

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SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
☐ $100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose: See Attached
☐ $75,000	
☐ $50,000	
☐ $15,000	
☒ Other $5,000.00	
☐ Decline	

Indicate Any Preferred Programs for Sponsorship

☐	Recycling Drop-Off Collection	☒	Annual Household Hazardous Waste Collections,
☐	Yard Waste Equipment Cooperative	☐	Unwanted Pharmaceuticals Collection Events
☐	Electronics Recycling Center	☐	Tire And White Goods Recycling
☒	Public Education Activities (General)	☒	Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	☐ Monthly $	☐ Quarterly $	☒ Annually $5,000.00

Facility/Organization WSI Sandy Run Landfill, Inc.	
Contact Name Mr. Scott E. Friedlander	Title Gen. Counsel, Sec.
Phone 201-258-1292	Email sfriedlander@iswaste.com
Authorized Signature Scott E. Friedlander	Date 2/17/12
Attest Christine Hall	Date 2/17/12

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal

WSI Sandy Run Landfill, Inc. is interested in sponsoring the Household Hazardous Waste program on an annual basis as indicated on the Sponsorship Commitment Form (page 53). As a municipal solid waste company, it is in our interest to keep common household hazardous wastes out of the landfill and have these types of products properly managed and disposed in accordance with applicable Federal and State guidelines. As a sponsor of the Household Hazardous Waste program, we would request recognition as a sponsor through advertising or other media means.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Western Berks Acquisition Co., LLC. d/b/a Western Berks Community Landfill

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 100739 issued by PADEP

is located in Cumru Township (Municipality)(ies),

Berks County, Pennsylvania State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

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

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

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

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

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

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

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

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

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

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

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

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

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

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

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

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

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

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

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

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

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

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

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

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

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

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

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

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

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

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

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

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

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

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

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

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

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

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

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

8. Assignment of Contract

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

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

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

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

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

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

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

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

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

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

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

2. Types and Quantities of Municipal Waste

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

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

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

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

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

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

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

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

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

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

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

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

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

2. Daily Operational Records

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

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

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

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

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

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

6. Special Reporting Requirements

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

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

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

2. Proof of Insurance Coverage

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

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

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

VI. NONDISCRIMINATION

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

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

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

VIII. PERMITS

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

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara Boyer CHAIR DATE 8-9-12

ATTEST: Joan Burkhart

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Anthony Lepore

ATTEST: Dale McGarvey

CONTRACTOR

CONTRACTOR: Scott C. Fox

WITNESS; Christine Hart

TITLE: Secretary

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	**Construction Demolition**	**Sewage Sludge**	**Approved ICW**	**Other**	**Other**
Base Tipping Fee (without taxes, and other fees)	95.00	100.00	100.00	105.00	100.00	100.00
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Environmental Stewardship	0.25	0.25	0.25	0.25	0.25	0.25
Growing Greener II	4.00	4.00	4.00	4.00	4.00	4.00
PA Act 101	2.00	2.00	2.00	2.00	2.00	2.00
Cumru Twp. Host Fee to 7/2016	1.50	1.50	1.50	1.50	1.50	1.50
Cumru Twp. Host Fee after 8/16	2.00	2.00	2.00	2.00	2.00	2.00
Berks County Fee - outside Berks	4.50	4.50	4.50	4.50	4.50	4.50
* Used $2.00 Twp. fee in total						
Total Tipping Fee including all fees and surcharges	107.75	112.75	112.75	117.75	112.75	112.75

Form B -Reserved Capacity

FACILITY: Western Berks Community Landfill

Types and Quantities of Municipal Solid Waste — Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2013						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2014						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2015						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2016						
Tons Per Day	200	100	25	50	50	425
Tons Per Year	62,400	31,200	7,800	15,600	15,600	132,600
2017						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200
2018						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200
2019						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200
2020						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200
2021						
Tons Per Day	225	125	25	50	50	475
Tons Per Year	70,200	39,000	7,800	15,600	15,600	148,200

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE Reserving Capacity for % of Cumberland MSW Annually	ANNUAL TONS Reserving Capacity for #Tons Cumberland MSW Annually	OPERATING DAYS Estimated Annual Working Days	TONS PER DAY Reserving Capacity for #Tons Cumberland MSW Daily
2012	250,154	53	132,600	312	425
2013	252,555	52.5	132,600	312	425
2014	254,955	52	132,600	312	425
2015	257,355	51.5	132,600	312	425
2016	259,964	51	132,600	312	425
2017	262,573	56	148,200	312	475
2018	265,181	55.8	148,200	312	475
2019	267,790	55.3	148,200	312	475
2020	270,399	54.8	148,200	312	475
2021	272,988	54.2	148,200	312	475

Operating hours from 7:00 AM to 4:00 PM Monday through Friday and from 7:00 AM to 11:00 Am on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 100 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Interstate Waste Services , Western Berks Community Landfill

Address: 3 Jennifer Court, Suite C, Carlisle, PA 17015

Attention: Mr. Mark Harlacker, V.P. Environmental Management

With a copy to: Western Berks Community Landfill Attention: Mr. Kevin Bush, General Manager

SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
☐ $100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose: See Attached
☐ $75,000	
☐ $50,000	
☐ $15,000	
☒ Other $5,000.00	
☐ Decline	

Indicate Any Preferred Programs for Sponsorship

☐	Recycling Drop-Off Collection	☒	Annual Household Hazardous Waste Collections,
☐	Yard Waste Equipment Cooperative	☐	Unwanted Pharmaceuticals Collection Events
☐	Electronics Recycling Center	☐	Tire And White Goods Recycling
☒	Public Education Activities (General)	☒	Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	☐ Monthly $	☐ Quarterly $	☒ Annually $5,000.00

Facility/Organization WBLF Acquisition Co., LLC.	
Contact Name Mr. Scott E. Friedlander	Title Gen. Counsel, Sec.
Phone 201-258-1292	Email sfriedlander@iswaste.com
Authorized Signature Scott E. Friedlander	Date 2/17/12
Attest Cliff Hart	Date 2/17/12

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal Service Contract. If your Proposal is not selected, your sealed Sponsorship Commitment form will be returned to you unopened.

WBLF Acquisition Co., LLC. is interested in sponsoring the Household Hazardous Waste program on an annual basis as indicated on the Sponsorship Commitment Form (page 53). As a municipal solid waste company, it is in our interest to keep common household hazardous wastes out of the landfill and have these types of products properly managed and disposed in accordance with applicable Federal and State guidelines. As a sponsor of the Household Hazardous Waste program, we would request recognition as a sponsor through advertising or other media means.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Veolia ES Lancaster Landfill, LLC

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 101559 issued by PADEP

is located in Mt Joy Twp (Municipality)(ies),

Lancaster County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

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

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

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

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

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

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

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

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

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

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

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

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

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

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

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

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

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

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

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

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

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

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

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

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

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

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

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

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

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

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

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

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

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

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

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

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

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

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

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

8. Assignment of Contract

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

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

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

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

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

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

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

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

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

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

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

2. Types and Quantities of Municipal Waste

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

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

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

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

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

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

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

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

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

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

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

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

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

2. Daily Operational Records

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

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

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

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

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

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

6. Special Reporting Requirements

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

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

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

2. Proof of Insurance Coverage

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

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

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

VI. NONDISCRIMINATION

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

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

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

VIII. PERMITS

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

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara Boose CHAIR DATE 8-9-12

ATTEST: Joan Burkholder
Deputy. CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Robert J Moore ATTEST:

CONTRACTOR

CONTRACTOR: WITNESS;

TITLE: Area Manager

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)		$62.20*				
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Mt. Joy Twp Host Fee		$1.30				
Total Tipping Fee including all fees and surcharges						

* Escalator of CPI not to exceed 2% annually

Form B -Reserved Capacity FACILITY: Veolia ES Lancaster

Types and Quantities of Municipal Solid Waste — Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	X	250	X	X	X	250
Tons Per Year	X	65,000	X	X	X	65,000
2013						
Tons Per Day		250				
Tons Per Year		65,000				
2014						
Tons Per Day		250				
Tons Per Year		65,000				
2015						
Tons Per Day		250				
Tons Per Year		65,000				
2016						
Tons Per Day		250				
Tons Per Year		65,000				
2017						
Tons Per Day		250				
Tons Per Year		65,000				
2018						
Tons Per Day		250				
Tons Per Year		65,000				
2019						
Tons Per Day		250				
Tons Per Year		65,000				
2020						
Tons Per Day		250				
Tons Per Year		65,000				
2021						
Tons Per Day		250				
Tons Per Year		65,000				

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	250,154	26%	65,000	286	250
2013	252,555	26%			
2014	254,955	25%			
2015	257,355	25%			
2016	259,964	25%			
2017	262,573	25%			
2018	265,181	25%			
2019	267,790	24%			
2020	270,399	24%			
2021	272,988	24%			

Operating hours from 7 AM to 4 PM Monday through Friday and from — to — on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: _____ tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Waste Es Lancaster Landfill

Address: 2487 Cloverleaf Rd, Elizabethtown, PA 17022

Attention: Scott Lombart

With a copy to: _____ Attention: _____

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Veolia ES GREENTREE Landfill LLC

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 101397 issued by PADEP

is located in Fox Twp (Municipality)(ies),

ELK County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

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

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

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

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

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

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

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

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

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

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

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

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

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

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

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

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

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

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

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

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

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

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

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

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

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

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

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

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

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

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

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

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

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

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

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

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

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

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

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

8. Assignment of Contract

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

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

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

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

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

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

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

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

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

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

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

2. Types and Quantities of Municipal Waste

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

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

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

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

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

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

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

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

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

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

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

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

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

2. Daily Operational Records

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

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

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

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

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

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

6. Special Reporting Requirements

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

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

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

2. Proof of Insurance Coverage

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

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

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

VI. NONDISCRIMINATION

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

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

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

VIII. PERMITS

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

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

CHAIR DATE 8-9-12

ATTEST: Joe Burkhart

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

ATTEST:

CONTRACTOR

CONTRACTOR: WITNESS:

TITLE: Area Manager

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)		$31.26*				
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Environmental Stewardship		$0.25				
Act 90		$4.00				
PA Recycling		$2.00				
Fox Twp Host Agmt		$1.24				
Total Tipping Fee including all fees and surcharges		$38.75				

*Escalator of CPI not to exceed 3% annually

Form B -Reserved Capacity FACILITY: Veolia ES Greenthea

Types and Quantities of Municipal Solid Waste — Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day		500				
Tons Per Year		130,000				
2013						
Tons Per Day						
Tons Per Year						
2014						
Tons Per Day						
Tons Per Year						
2015						
Tons Per Day						
Tons Per Year						
2016						
Tons Per Day						
Tons Per Year						
2017						
Tons Per Day						
Tons Per Year						
2018						
Tons Per Day						
Tons Per Year						
2019						
Tons Per Day						
Tons Per Year						
2020						
Tons Per Day						
Tons Per Year						
2021						
Tons Per Day						
Tons Per Year						

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	250,154	100% of C+D waste	130,000 tons C+D only	312	500 TPD C+D only
2013	252,555				
2014	254,955				
2015	257,355				
2016	259,964				
2017	262,573				
2018	265,181				
2019	267,790				
2020	270,399				
2021	272,988				

Operating hours from 7AM to 4PM Monday through Friday and from 7AM to 12AM on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: _____ tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Veolia ES Greentree Landfill

Address: 635 Toby Rd, Kersey, PA 15846

Attention: Donald J. Henrichs

With a copy to: _____ Attention: _____

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Wayne Township Landfill/Clinton County Solid Waste Authority

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 100955 issued by PA Dept. of Enviromental Protection

is located in Wayne Township (Municipality)(ies),

Clinton County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

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

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

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

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

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

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

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

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

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

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

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

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

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

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

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

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

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

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

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

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

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

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

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

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

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

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

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

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

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

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

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

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

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

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

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

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

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

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

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

8. Assignment of Contract

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

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

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

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

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

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

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

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

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

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

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

2. Types and Quantities of Municipal Waste

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

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

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

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

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

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

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

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

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

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

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

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

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

2. Daily Operational Records

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

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

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

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

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

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

6. Special Reporting Requirements

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

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

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

2. Proof of Insurance Coverage

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

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

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

VI. NONDISCRIMINATION

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

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

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

VIII. PERMITS

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

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara D Cross CHAIR DATE 8-9-12

ATTEST: Joe Burkhart
CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Robert J. Moore

ATTEST: Dale McGuire

CONTRACTOR

CONTRACTOR: Jay B. Alexander,

TITLE: General Manager

WITNESS: William Kellander,
Secretary of the Board

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste

The maximum tipping fee shall not exceed the posted gate rate.

Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities

Show a breakdown of those fees in the following table

	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other Asbestos	Other Contaminated Soil
Base Tipping Fee (without taxes, and other fees)	$39.50	$39.50	$39.50	$39.50	$49.50	$39.50
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Host-Community	$1.25	---------->	---------->	---------->	---------->	---------->
Recycling Fund	$2.00	---------->	---------->	---------->	---------->	---------->
Environmental Stewardship	$4.25	---------->	---------->	---------->	---------->	---------->
Host-County	$3.00	---------->	---------->	---------->	---------->	---------->
Total Tipping Fee including all fees and surcharges	$50.00	$50.00	$50.00	$50.00	$60.00	$50.00

Form B -Reserved Capacity

FACILITY: Wayne Township Landfill

Types and Quantities of Municipal Solid Waste — Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other Asbestos	Other Cont. Soil	Total
2012						
Tons Per Day	20	20	20	20	20	100
Tons Per Year	6,240	6,240	6,240	6,240	6,240	31,200
2013						
Tons Per Day	20	20	20	20	20	100
Tons Per Year	6,240	6,240	6,240	6,240	6,240	31,200
2014						
Tons Per Day	20	20	20	20	20	100
Tons Per Year	6,240	6,240	6,240	6,240	6,240	31,200
2015						
Tons Per Day	20	20	20	20	20	100
Tons Per Year	6,240	6,240	6,240	6,240	6,240	31,200
2016						
Tons Per Day	20	20	20	20	20	100
Tons Per Year	6,240	6,240	6,240	6,240	6,240	31,200
2017						
Tons Per Day	20	20	20	20	20	100
Tons Per Year	6,240	6,240	6,240	6,240	6,240	31,200
2018						
Tons Per Day	20	20	20	20	20	100
Tons Per Year	6,240	6,240	6,240	6,240	6,240	31,200
2019						
Tons Per Day	20	20	20	20	20	100
Tons Per Year	6,240	6,240	6,240	6,240	6,240	31,200
2020						
Tons Per Day	20	20	20	20	20	100
Tons Per Year	6,240	6,240	6,240	6,240	6,240	31,200
2021						
Tons Per Day	20	20	20	20	20	100
Tons Per Year	6,240	6,240	6,240	6,240	6,240	31,200

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	250,154	12%	31,200	312	100
2013	252,555	12%	31,200	312	100
2014	254,955	12%	31,200	312	100
2015	257,355	12%	31,200	312	100
2016	259,964	12%	31,200	312	100
2017	262,573	12%	31,200	312	100
2018	265,181	12%	31,200	312	100
2019	267,790	12%	31,200	312	100
2020	270,399	12%	31,200	312	100
2021	272,988	11%	31,200	312	100

Operating hours from 7:00 am to 4:00 pm Monday through Friday and from 7:00 am to Noon on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 0 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Wayne Township Landfill/Clinton County Solid Waste Authority

Address: P.O. Box 209, 264 Landfill Lane, McElhattan, PA 17748

Attention: Jay B. Alexander, General Manager

With a copy to: _____ Attention: _____

SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
$100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
$75,000	
$50,000	
$15,000	
Other $	
Decline ✓	

COPY

Indicate Any Preferred Programs for Sponsorship

	Recycling Drop-Off Collection		Annual Household Hazardous Waste Collections,
	Yard Waste Equipment Cooperative		Unwanted Pharmaceuticals Collection Events
	Electronics Recycling Center		Tire And White Goods Recycling
	Public Education Activities (General)		Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	Monthly $	Quarterly $	Annually $

Facility/Organization Wayne Township Landfill/Clinton County Solid Waste Authority	
Contact Name Jay B. Alexander	Title General Manager
Phone (570)769-6977	Email jalex@waynetwplandfill.com
Authorized Signature	Date 2/20/12
Attest	Date 2/20/12

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal Service Contract. If your Proposal is not selected, your sealed Sponsorship Commitment form will be returned to you unopened.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND The Harrisburg Authority

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 100758 issued by PADEP

is located in Harrisburg (Municipality)(ies),

Dauphin County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

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

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

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

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

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

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

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

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

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

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

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

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

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

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

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

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

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

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

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

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

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

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

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

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

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

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

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

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

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

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

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

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

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

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

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

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

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

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

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

8. Assignment of Contract

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

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

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

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

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

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

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

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

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

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

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

2. Types and Quantities of Municipal Waste

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

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

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

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

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

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

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

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

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

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

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

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

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

2. Daily Operational Records

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

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

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

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

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

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

6. Special Reporting Requirements

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

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

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

2. Proof of Insurance Coverage

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

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

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

VI. NONDISCRIMINATION

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

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

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

VIII. PERMITS

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

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Cross CHAIR DATE 8-9-12

ATTEST: Joann Burkhart
CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Robert J Moon

ATTEST:

CONTRACTOR The Harrisburg Authority

CONTRACTOR:

WITNESS; Angie Leyva
Administrative Assistant

TITLE: Interim Executive Director

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste

The maximum tipping fee shall not exceed the posted gate rate.

Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities

Show a breakdown of those fees in the following table

	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	72.00*	74.75*				
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Recycling Fee	2.00					
Host Fee	1.00	1.00				
Disposal Fee		4.00				
Environmental Stewardship		.25				
Total Tipping Fee including all fees and surcharges	75.00	80.00				

* Adjusted annually for Consumer Price Index - All Northeast Region.

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	250,154	102	255,000	260	100
2013	252,555				
2014	254,955				
2015	257,355				
2016	259,964				
2017	262,573				
2018	265,181				
2019	267,790				
2020	270,399				
2021	272,988				

Operating hours from 6:00 AM to 4:00 PM Monday through Friday and from 7:00 AM to 11:00 AM on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 100 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: The Harrisburg Authority

Address: ~~212 Locust Street, Suite 3~~02, Harrisburg, PA 17101

Attention: Jack Lausch, Facility Director

With a copy to: ~~Shannon G. Williams~~ Attention: ~~Shannon G. Williams,~~ Interim Executive Director

Form B -Reserved Capacity

FACILITY: Harrisburg Resource Recovery Facility

Types and Quantities of Municipal Solid Waste — Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	100					100
Tons Per Year	26,000					26,000
2013						
Tons Per Day						
Tons Per Year						
2014						
Tons Per Day						
Tons Per Year						
2015						
Tons Per Day						
Tons Per Year						
2016						
Tons Per Day						
Tons Per Year						
2017						
Tons Per Day						
Tons Per Year						
2018						
Tons Per Day						
Tons Per Year						
2019						
Tons Per Day						
Tons Per Year						
2020						
Tons Per Day						
Tons Per Year						
2021						
Tons Per Day						
Tons Per Year						

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste

The maximum tipping fee shall not exceed the posted gate rate.

Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities

Show a breakdown of those fees in the following table

	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	72.00*	74.75*				
List Name of Fee, Tax, Surcharge below.	List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW					
Recycling Fee	2.00					
Host Fee	1.00	1.00				
Disposal Fee		4.00				
Environmental Stewardship		.25				
Total Tipping Fee including all fees and surcharges	75.00	80.00				

* Adjusted annually for Consumer Price Index – All Northeast Region.

Form B -Reserved Capacity

FACILITY: Harrisburg Resource Recovery Facility

Types and Quantities of Municipal Solid Waste — Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	100					100
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Tons Per Year						
2014						
Tons Per Day						
Tons Per Year						
2015						
Tons Per Day						
Tons Per Year						
2016						
Tons Per Day						
Tons Per Year						
2017						
Tons Per Day						
Tons Per Year						
2018						
Tons Per Day						
Tons Per Year						
2019						
Tons Per Day						
Tons Per Year						
2020						
Tons Per Day						
Tons Per Year						
2021						
Tons Per Day						
Tons Per Year						

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE Reserving Capacity for % of Cumberland MSW Annually	ANNUAL TONS Reserving Capacity for #Tons Cumberland MSW Annually	OPERATING DAYS Estimated Annual Working Days	TONS PER DAY Reserving Capacity for #Tons Cumberland MSW Daily
2012	250,154	10%	25,018	260	96.25
2013	252,555				
2014	254,955				
2015	257,355				
2016	259,964				
2017	262,573				
2018	265,181				
2019	267,790				
2020	270,399				
2021	272,988				

Operating hours from 6:00 AM to 4:00 PM Monday through Friday and from 7:00 AM to 11:00 AM on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 100 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: The Harrisburg Authority

Address: ~~212 Locust Street, Suite 3~~02, Harrisburg, PA 17101

Attention: Jack Lausch, Facility Director

With a copy to: ~~Shannon G. Williams~~ Attention: ~~Shannon G. Williams,~~ Interim Executive Director

SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
$100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
$75,000	
$50,000	
$15,000	
Other $	
Decline XXX	As a Municipal Authority, THA is unable to commit at this time.

Indicate Any Preferred Programs for Sponsorship

	Recycling Drop-Off Collection		Annual Household Hazardous Waste Collections,
	Yard Waste Equipment Cooperative		Unwanted Pharmaceuticals Collection Events
	Electronics Recycling Center		Tire And White Goods Recycling
	Public Education Activities (General)		Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	Monthly $	Quarterly $	Annually $

Facility/Organization Harrisburg Resource Recovery Facility/The Harrisburg Authority	
Contact Name Shannon G. Williams, P.E.	Title Interim Executive Director
Phone (717) 525-7677	Email shannon.williams@hbgauthority.com
Authorized Signature	Date February 17, 2012
Attest Karen M. McKillip	Date February 17, 2012

Karen M. McKillip, Document Manager/Right to Know Officer

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal Service Contract. If your Proposal is not selected, your sealed Sponsorship Commitment form will be returned to you unopened.

IESI

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND JESI PA BLUE RIDGE CORPORATION

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 100934 issued by PA DEP

is located in Greene Township (Municipality)(ies),

Franklin County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

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

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

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

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

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

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

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

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

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

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

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

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

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

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

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

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

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

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

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

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

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

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

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

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

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

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

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

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

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

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

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

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

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

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

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

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

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

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

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

8. Assignment of Contract

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

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

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

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

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

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

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

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

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

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

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

2. Types and Quantities of Municipal Waste

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

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract. Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

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

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

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

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

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

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping fees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

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

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

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

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

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

2. Daily Operational Records

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

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

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

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

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

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

6. Special Reporting Requirements

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

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

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

2. Proof of Insurance Coverage

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

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

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

VI. NONDISCRIMINATION

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

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

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

VIII. PERMITS

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

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Cross CHAIR DATE 8-9-12

ATTEST: Joan Burkhart

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Anthony Lepore ATTEST:

CONTRACTOR IESI PA BLUE RIDGE CORPORATION

CONTRACTOR: WITNESS;

TITLE: DISTRICT MANAGER

Form A – Cost of Disposal

BLUE RIDGE LANDFILL PERMIT # 100934

Maximum Tipping Fees Per Ton For Each Category of Waste

The maximum tipping fee shall not exceed the posted gate rate.

Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities

Show a breakdown of those fees in the following table

	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	$65.00	$65.00	N/A	N/A	N/A	N/A
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
DEP Recycling Fund	$2.00	$2.00				
DEP Env. Stewardship Fund	4.25	4.25	N/A	N/A	N/A	N/A
Greene Township Host Fee	1.99	1.99				
Total Tipping Fee including all fees and surcharges	$73.24	$73.24	N/A	N/A	N/A	N/A

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	**250,154**	1.2%	3,000	305	100
2013	252,555				
2014	**254,955**				
2015	257,355				
2016	**259,964**				
2017	262,573				
2018	**265,181**				
2019	267,790				
2020	**270,399**				
2021	272,988	1.2%	3,000	305	100

Operating hours from 6 am to 4 pm Monday through Friday and from 6 am to 11 am on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: -0- tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: IESI PA BLUE RIDGE CORPORATION

Address: Box 399 Scotland, PA 17254-0399

Attention: SAM DONATTO

With a copy to: IESI BETHLEHEM LANDFILL Attention: LANDFILL MGR.

2335 APPLEBUTTER RD.
BETHLEHEM, PA 18015

Form B -Reserved Capacity

FACILITY: JEGI BLUE RIDGE LANDFILL PERMIT # 100934

Types and Quantities of Municipal Solid Waste — Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	100	100	N/A	N/A	N/A	200
Tons Per Year	3,000	3,000				6,000
2013						
Tons Per Day						
Tons Per Year						
2014						
Tons Per Day						
Tons Per Year						
2015						
Tons Per Day						
Tons Per Year						
2016						
Tons Per Day						
Tons Per Year						
2017						
Tons Per Day						
Tons Per Year						
2018						
Tons Per Day						
Tons Per Year						
2019						
Tons Per Day						
Tons Per Year						
2020						
Tons Per Day						
Tons Per Year						
2021						
Tons Per Day	100	40	N/A	N/A	N/A	N/A
Tons Per Year	3,000	3,000				

CUMBERLAND COUNTY RFP DISPOSAL

VOLUNTARY SPONSORSHIPS

AS ITS ESTABLISHED POLICY, IESI EVALUATES SPECIFIC REQUESTS ON A CASE BY CASE BASIS.

P.O. Box 399
Scotland, PA 17254-0399

IESI Corporation

717-709-1700 - Tel
717-264-2285 - Fax

SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
$100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
$75,000	
$50,000	
$15,000	
Other $	
Decline	

Indicate Any Preferred Programs for Sponsorship

	Recycling Drop-Off Collection		Annual Household Hazardous Waste Collections,
	Yard Waste Equipment Cooperative		Unwanted Pharmaceuticals Collection Events
	Electronics Recycling Center		Tire And White Goods Recycling
	Public Education Activities (General)		Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	Monthly $	Quarterly $	Annually $

Facility/Organization	
Contact Name	Title
Phone	Email
Authorized Signature	Date
Attest	Date

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal Service Contract. If your Proposal is not selected, your sealed Sponsorship Commitment form will be returned to you unopened.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND IESI PA [redacted] BETHLEHEM CORPORATION

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No [redacted] 100020 issued by PA DEP

is located in Lower Saucon [redacted] Township (Municipality)(ies),

Northampton [redacted] County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

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

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

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

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

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

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

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

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

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

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

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

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

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

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

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

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

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

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

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

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

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

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

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

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

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

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

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

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

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

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

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

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

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

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

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

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

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

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

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

8. Assignment of Contract

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

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

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

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

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

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

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

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

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

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

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

2. Types and Quantities of Municipal Waste

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

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract. Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

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

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

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

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

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

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping fees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

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

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

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

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

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

2. Daily Operational Records

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

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

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

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

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

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

6. Special Reporting Requirements

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

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

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

2. Proof of Insurance Coverage

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

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

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

VI. NONDISCRIMINATION

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

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

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

VIII. PERMITS

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

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

_____ CHAIR DATE 8-9-12

_____ ATTEST: _____

CHIEF CLERK

_____ (SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

_____ ATTEST: _____

_____

_____

CONTRACTOR IFSI PA BETHLEHEM [redacted] CORPORATION

CONTRACTOR _____ WITNESS: _____

TITLE: DISTRICT MANAGER

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste

The maximum tipping fee shall not exceed the posted gate rate.

Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities

Show a breakdown of those fees in the following table

	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	$65.00	$65.00	N/A	N/A	N/A	N/A
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
DEP Recycling Fund	2.00	2.00				
DEP Env. Stewardship Fund	4.25	4.25				
Lower Saucon Township	4.47	4.47				
Total Tipping Fee including all fees and surcharges	$75.72	$75.72	N/A	N/A	N/A	N/A

CUMBERLAND COUNTY RFP DISPOSAL

VOLUNTARY SPONSORSHIPS

AS ITS ESTABLISHED POLICY, IESI EVALUATES SPECIFIC REQUESTS ON A CASE BY CASE BASIS.

P.O. Box 399
Scotland, PA 17254-0399

IESI Corporation

717-709-1700 - Tel
717-264-2285 - Fax

SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
$100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
$75,000	
$50,000	
$15,000	
Other $	
Decline	

Indicate Any Preferred Programs for Sponsorship

	Recycling Drop-Off Collection		Annual Household Hazardous Waste Collections,
	Yard Waste Equipment Cooperative		Unwanted Pharmaceuticals Collection Events
	Electronics Recycling Center		Tire And White Goods Recycling
	Public Education Activities (General)		Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	Monthly $	Quarterly $	Annually $

Facility/Organization	
Contact Name	Title
Phone	Email
Authorized Signature	Date
Attest	Date

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal Service Contract. If your Proposal is not selected, your sealed Sponsorship Commitment form will be returned to you unopened.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Commonwealth Environmental SYstems, L.P.

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 101615 issued by PA Dept. of Environmental Systems, L.P. is located in _____ (Municipality)(ies), Foster, Reilly and Frailey Townships Schuylkill County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

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

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

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

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

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

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

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

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

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

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

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

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

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

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

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

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

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

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

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

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

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

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

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

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

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

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

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

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

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

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

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

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

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

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

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

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

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

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

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

8. Assignment of Contract

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

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

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

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

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

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

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

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

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

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

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

2. Types and Quantities of Municipal Waste

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

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

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

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

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

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

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

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

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

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

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

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

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

2. Daily Operational Records

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

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

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

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

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

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

6. Special Reporting Requirements

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

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

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

2. Proof of Insurance Coverage

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

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

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

VI. NONDISCRIMINATION

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

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

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

VIII. PERMITS

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

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Clow CHAIR DATE 8-9-12

ATTEST: Joann Burkhart
Asst. CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Robert J. Moore ATTEST: Dale McGarvey

CONTRACTOR

CONTRACTOR: Commonwealth Environmental Systems, L.P. WITNESS; Dan O'Brien

TITLE: President, L&D Management Inc.
its General Partner

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	$80.00	$80.00	$80.00	$80.00		
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Act 101 Fees	$2.00	$2.00	$2.00	$2.00		
PaDEP Surcharge (Act 90)	$4.00	$4.00	$4.00	$4.00		
Environmental Stewardship	$0.25	$0.25	$0.25	$0.25		
Host Fees	$6.00	$6.00	$6.00	$6.00		
Total Tipping Fee including all fees and surcharges	$92.25	$92.25	$92.25	$92.25		

Form B -Reserved Capacity FACILITY: Commonwealth Environmental Systems, L.P.

Types and Quantities of Municipal Solid Waste Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other Residual	Other Asbestos	Total
2012						
Tons Per Day	25	25	10	25	5	90
Tons Per Year	6875	6875	2750	6875	1375	24,750
2013						
Tons Per Day	25	25	10	25	5	90
Tons Per Year	6875	6875	2750	6875	1375	24,750
2014						
Tons Per Day	25	25	10	25	5	90
Tons Per Year	6875	6875	2750	6875	1375	24,750
2015						
Tons Per Day	25	25	10	25	5	90
Tons Per Year	6875	6875	2750	6875	1375	24,750
2016						
Tons Per Day	25	25	10	25	5	90
Tons Per Year	6875	6875	2750	6875	1375	24,750
2017						
Tons Per Day	30	30	12	30	5	107
Tons Per Year	8250	8250	3300	8250	1375	29,425
2018						
Tons Per Day	30	30	12	30	5	107
Tons Per Year	8250	8250	3300	8250	1375	29,425
2019						
Tons Per Day	30	30	12	30	5	107
Tons Per Year	8250	8250	3300	8250	1375	29,425
2020						
Tons Per Day	30	30	12	30	5	107
Tons Per Year	8250	8250	3300	8250	1375	29,425
2021						
Tons Per Day	30	30	12	30	5	107
Tons Per Year	8250	8250	3300	8250	1375	29,425

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE Reserving Capacity for % of Cumberland MSW Annually	ANNUAL TONS Reserving Capacity for #Tons Cumberland MSW Annually	OPERATING DAYS Estimated Annual Working Days	TONS PER DAY Reserving Capacity for #Tons Cumberland MSW Daily
2012	250,154	9.89%	24,750	275	90
2013	252,555	9.80%	24,750	275	90
2014	254,955	9.70%	24,750	275	90
2015	257,355	9.62%	24,750	275	90
2016	259,964	9.5%	24,750	275	90
2017	262,573	9.4%	24,750	275	90
2018	265,181	9.3%	24,750	275	90
2019	267,790	9.2%	24,750	275	90
2020	270,399	9.1%	24,750	275	90
2021	272,988	9.0%	24,750	275	90

Operating hours from 6:00 am to 3:00 pm Monday through Friday and from _____ to _____ on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 0 tons

We have no requests from Cumberland County but we activity partcipate in clean ups.

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: CES

Address: 249 Dunham Drive Dunmore, PA 18512

Attention: Dan O'Brien

With a copy to: Same Attention: Louis DeNaples

249 Dunham Drive, Dunmore, PA 18512

Commonwealth
Environmental Systems L.P.

Both Keystone Sanitary Landfill, Inc. and Commonwealth Environmental Systems have exceptional records and reputations regarding participation in community events and programs designed to have positive impacts on education, recycling and the overall well being of the region. In addition, both facilities have recycling containers for such items as glass, plastics, scrap iron and white goods. These are available to the public at no charge.

Relative to the Sponsorship Commitment Form, neither landfill is prepared to make a financial commitment to the County. However, both landfills encourage continued dialogue through the term of the Agreements and will be receptive to all suggestions, recommendations and requests designed to enhance and improve the areas served by the facilities.

Phone
(570) 343-5782

FAX
(570) 348-3135

SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
$100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
$75,000	
$50,000	
$15,000	
Other $	
Decline	

Indicate Any Preferred Programs for Sponsorship

	Recycling Drop-Off Collection		Annual Household Hazardous Waste Collections,
	Yard Waste Equipment Cooperative		Unwanted Pharmaceuticals Collection Events
	Electronics Recycling Center		Tire And White Goods Recycling
	Public Education Activities (General)		Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	Monthly $	Quarterly $	Annually $

Facility/Organization Commonwealth Environmental Systems, L.P.	
Contact Name Dan O'Brien	Title Business Manager
Phone (570) 343-5782	Email ksldobrien@epix.net
Authorized Signature	Date 3-18-12
Attest	Date 3-18-12

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal Service Contract. If your Proposal is not selected, your sealed Sponsorship Commitment form will be returned to you unopened.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Keystone Sanitary Landfill, Inc.

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 101247 issued by PA Dept. of Environmental Portection is located in _____ (Municipality)(ies), Dunmore and Throop Boroughs Lackawanna County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

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

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

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

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

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

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

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

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

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

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

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

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

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

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

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

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

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

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

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

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

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

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

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

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

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

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

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

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

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

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

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

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

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

Refuse -Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

Remaining Permitted Capacity -At any time the remaining weight or volume of Municipal Waste that can be disposed at a permitted Municipal Waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

Residual Waste -Any Garbage, Refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

Resource Recovery Facility -A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from Municipal Waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling Municipal Waste, or any source separation or collection center for composting leaf waste.

Rubbish -Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge -The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge -Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses. Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and process and (dispose) specified quantities and types of Municipal Waste originating from sources located in Cumberland County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of Municipal Waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B:

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of Municipal Waste shall be as listed on Form A.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of Municipal Waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the hours shown on Form B, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New year's Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Cumberland County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

C. The Contractor may also request consent of the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The County shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The Contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's Municipal Waste processing, Landfill or Resource Recovery Facility or, in the case of a transfer station, to weigh all Municipal Waste delivered to the County designated processing or disposal facility by the transfer station. The scale used to weigh Municipal Waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

A. The total weight of each type of Municipal Waste received at the facility from all sources;

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms approved by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause County to be added as an additional insured on all policies of insurance required under the terms of this Contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages would be considered a default by the Contractor in accordance with the provisions of the Contract.

VI. NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin or any other protected category.

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

CHAIR DATE 8-9-12

ATTEST: Joe Burkhart

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

ATTEST:

CONTRACTOR

CONTRACTOR: Keystone Sanitary Landfill, Inc.

WITNESS; Dan OBrien

TITLE: President

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	$80.00	$80.00	$80.00	$80.00		
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Act 101 Fees	$2.00	$2.00	$2.00	$2.00		
PaDEP Surcharge (act 90)	$4.00	$4.00	$4.00	$4.00		
Environmental Stewardship	$0.25	$0.25	$0.25	$0.25		
Host Fees	$2.46	$2.46	$2.46	$2.46		
Total Tipping Fee including all fees and surcharges	$88.88	$88.88	$88.88	$88.88		

Form B -Reserved Capacity FACILITY: Keystone Sanitary Landfill, Inc.

Types and Quantities of Municipal Solid Waste — Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other Residual	Other Asbestos	Total
2012						
Tons Per Day	25	25	10	25	5	90
Tons Per Year	7625	7625	3050	7625	1525	27,450
2013						
Tons Per Day	25	25	10	25	5	90
Tons Per Year	7625	7625	3050	7625	1525	27,450
2014						
Tons Per Day	25	25	10	25	5	90
Tons Per Year	7625	7625	3050	7625	1525	27,450
2015						
Tons Per Day	25	25	10	25	5	90
Tons Per Year	7625	7625	3050	7625	1525	27,450
2016						
Tons Per Day	25	25	10	25	5	90
Tons Per Year	7625	7625	3050	7625	1525	27,450
2017						
Tons Per Day	30	30	12	30	5	107
Tons Per Year	9150	9150	3660	9150	1525	32,635
2018						
Tons Per Day	30	30	12	30	5	107
Tons Per Year	9150	9150	3660	9150	1525	32,635
2019						
Tons Per Day	30	30	12	30	5	107
Tons Per Year	9150	9150	3660	9150	1525	32,635
2020						
Tons Per Day	30	30	12	30	5	107
Tons Per Year	9150	9150	3660	9150	1525	32,635
2021						
Tons Per Day	30	30	12	30	5	107
Tons Per Year	9150	9150	3660	9150	1525	32,635

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	250,154	10.97%	27,450	305	90
2013	252,555	10.86%	27,450	305	90
2014	254,955	10.76%	27,450	305	90
2015	257,355	10.66%	27,450	305	90
2016	259,964	10.55%	27,450	305	90
2017	262,573	10.45%	27,450	305	90
2018	265,181	10.35%	27,450	305	90
2019	267,790	10.25 %	27,450	305	90
2020	270,399	10.15%	27,450	305	90
2021	272,988	10.00	27,450	305	90

Operating hours from 6:00 am to 3:00pm Monday through Friday
and from 6:00 am to 11:00 am on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 0 tons
We have had no requests from Cumberland County but we actively participate in clean ups.

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Keystone Sanitary Landfill, Inc.

Address: 249 Dunham Drive Dunmore, PA 18512

Attention: Dan O'Brien

With a copy to: Same Attention: Louis DeNaples

249 Dunham Drive, Dunmore, PA 18512

Keystone
Sanitary Landfill, Inc.

Both Keystone Sanitary Landfill, Inc. and Commonwealth Environmental Systems have exceptional records and reputations regarding participation in community events and programs designed to have positive impacts on education, recycling and the overall well being of the region. In addition, both facilities have recycling containers for such items as glass, plastics, scrap iron and white goods. These are available to the public at no charge.

Relative to the Sponsorship Commitment Form, neither landfill is prepared to make a financial commitment to the County. However, both landfills encourage continued dialogue through the term of the Agreements and will be receptive to all suggestions, recommendations and requests designed to enhance and improve the areas served by the facilities.

Phone
(570) 343-5782

FAX
(570) 348-3135

SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
$100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
$75,000	
$50,000	
$15,000	
Other $	
Decline	

Indicate Any Preferred Programs for Sponsorship

	Recycling Drop-Off Collection		Annual Household Hazardous Waste Collections,
	Yard Waste Equipment Cooperative		Unwanted Pharmaceuticals Collection Events
	Electronics Recycling Center		Tire And White Goods Recycling
	Public Education Activities (General)		Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	Monthly $	Quarterly $	Annually $

Facility/Organization Keystone Sanitary Landfill, Inc.	
Contact Name Dan O'Brien	Title Business Manager
Phone (570) 343-5782	Email ksldobrien@epix.net
Authorized Signature	Date 3-18-12
Attest	Date 3-18-12

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal Service Contract. If your Proposal is not selected, your sealed Sponsorship Commitment form will be returned to you unopened.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this ~~11th~~ 9th day of ~~May 2012~~ August 2012, by and between THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County" AND Lancaster County Solid Waste Management Authority (Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 100592 issued by PA DEP is located in Conoy Twp (Municipality)(ies), Lancaster County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

WHEREAS, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all Municipal Waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the Municipal Waste processing or disposal facilities where the Municipal Waste generated within Cumberland County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Cumberland County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Contract, shall have the following meanings:

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988.

Affiliate Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) -Large items of Refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste -All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste – Municipal Solid waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract -The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

Department or DEP The Pennsylvania Department of Environmental Protection (DEP).

Domestic or Residential Waste -Solid waste comprised of Garbage and Rubbish, which normally originates from residential private households or apartment houses.

Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector -Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

Hazardous Waste -A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

Leaf Waste -Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program A source separation and collection program for recycling Municipal Waste, or a program of designated drop-off points or collection centers for recycling Municipal Waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipality -Any city, borough, incorporated town, township or county or any municipal authority-created by any of the forejoining.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

Permit -A permit issued by the Pennsylvania DEP to operate a Municipal Waste disposal, processing or transfer station facility.

Permit Area -The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal – Complete response to the Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Waste.

Refuse -Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

Remaining Permitted Capacity -At any time the remaining weight or volume of Municipal Waste that can be disposed at a permitted Municipal Waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

Residual Waste -Any Garbage, Refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

Resource Recovery Facility -A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from Municipal Waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling Municipal Waste, or any source separation or collection center for composting leaf waste.

Rubbish -Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge -The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge -Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses. Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and process and (dispose) specified quantities and types of Municipal Waste originating from sources located in Cumberland County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of Municipal Waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B:

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of Municipal Waste shall be as listed on Form A.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of Municipal Waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the hours shown on Form B, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New year's Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Cumberland County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

C. The Contractor may also request consent of the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The County shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The Contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's Municipal Waste processing, Landfill or Resource Recovery Facility or, in the case of a transfer station, to weigh all Municipal Waste delivered to the County designated processing or disposal facility by the transfer station. The scale used to weigh Municipal Waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

A. The total weight of each type of Municipal Waste received at the facility from all sources;

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms approved by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause County to be added as an additional insured on all policies of insurance required under the terms of this Contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages would be considered a default by the Contractor in accordance with the provisions of the Contract.

VI. NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin or any other protected category.

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

_____ CHAIR DATE 8-9-12

_____ ATTEST: _____

CHIEF CLERK

_____ (SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

_____ ATTEST: _____

_____

_____

CONTRACTOR

CONTRACTOR: _____ WITNESS: _____

TITLE: CEO

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	**Construction Demolition**	**Sewage Sludge**	**Approved ICW**	**Other**	**Other**
Base Tipping Fee (without taxes, and other fees)	$60.00 (1)					
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Act 101 Recycling Fee	$2.00 (2)					
Conoy Township Host Fee	$1.76 (3)					
Environmental Stewardship Fee	$0.25 (4)					
Total Tipping Fee including all fees and surcharges	$64.01					

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

Unlocking the Energy of Innovation

Explanation of Superscripts Shown On "Form A – Cost of Disposal"

(1) The maximum tipping shall increase by 3% each year on January 1st, provided that the tipping fee remains at or below LCSWMA's posted gate rate for that year.

(2) LCSWMA reserves the right to increase the recycling fee due to a change in legislation or the like that increases this fee.

(3) The Conoy Township host fee shall increase by 1.2% each year on January 1st.

(4) LCSWMA reserves the right to increase the environmental stewardship fee due to a change in legislation or the like that increases this fee.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND BFI Waste Systems of North America, LLC d/b/a Conestoga Landfill

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 101509 issued by PADEP

is located in New Morgantown Boro (Municipality)(ies),

Berks County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2011 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2011 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

WHEREAS, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all Municipal Waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the Municipal Waste processing or disposal facilities where the Municipal Waste generated within Cumberland County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Cumberland County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Contract, shall have the following meanings:

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988.

Affiliate Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) -Large items of Refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste -All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste – Municipal Solid waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract -The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

Department or DEP The Pennsylvania Department of Environmental Protection (DEP).

Domestic or Residential Waste -Solid waste comprised of Garbage and Rubbish, which normally originates from residential private households or apartment houses.

Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector -Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

Hazardous Waste -A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

Leaf Waste -Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program A source separation and collection program for recycling Municipal Waste, or a program of designated drop-off points or collection centers for recycling Municipal Waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipality -Any city, borough, incorporated town, township or county or any municipal authority-created by any of the forejoining.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

Permit -A permit issued by the Pennsylvania DEP to operate a Municipal Waste disposal, processing or transfer station facility.

Permit Area -The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal – Complete response to the Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Waste.

Refuse -Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

Remaining Permitted Capacity -At any time the remaining weight or volume of Municipal Waste that can be disposed at a permitted Municipal Waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

Residual Waste -Any Garbage, Refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

Resource Recovery Facility -A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from Municipal Waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling Municipal Waste, or any source separation or collection center for composting leaf waste.

Rubbish -Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge -The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge -Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses. Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and process and (dispose) specified quantities and types of Municipal Waste originating from sources located in Cumberland County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of Municipal Waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B:

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of Municipal Waste shall be as listed on Form A.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of Municipal Waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the hours shown on Form B, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New year's Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Cumberland County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

C. The Contractor may also request consent of the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The County shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The Contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's Municipal Waste processing, Landfill or Resource Recovery Facility or, in the case of a transfer station, to weigh all Municipal Waste delivered to the County designated processing or disposal facility by the transfer station. The scale used to weigh Municipal Waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

A. The total weight of each type of Municipal Waste received at the facility from all sources;

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms approved by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause County to be added as an additional insured on all policies of insurance required under the terms of this Contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages would be considered a default by the Contractor in accordance with the provisions of the Contract.

VI. NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin or any other protected category.

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Cross CHAIR DATE 8-9-12

ATTEST: Joan Burkhart

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Robert J Moon

ATTEST:

CONTRACTOR

CONTRACTOR: Dean W. Vea

WITNESS;

TITLE: Vice President

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste

The maximum tipping fee shall not exceed the posted gate rate.

Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities

Show a breakdown of those fees in the following table

	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	72.60 *	72.60 *	41.15 *			
List Name of Fee, Tax, Surcharge below.	List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW					
Act 101 Recycling/Recycling	2.25	2.25	2.25			
Growing Greener	4.00	4.00	4.00			
Cumberland County	0.00 **	0.00 **	0.00 **			
Royalties	15.58	15.58	10.72			
Township Host Fees	1.57	1.57	1.57			
County	3.00	3.00	3.00			
ERF/FRF (Variable)	17.31 ***	17.31 ***	17.31 ***			
Total Tipping Fee including all fees and surcharges	116.31	116.31	80.00			

*2012 Tipping Fee-Tipping fee will increase 4% annually throughout the duration of the contract for all waste types.

**Cumberland County Fee is anticipated to be zero at the time of the issuance of the contract. If CC imposes a fee later during the contract period, it will be added and passed to the customer.

***ERF (Environmental Recovery Fee) is adjusted annually by corporate and FRF (Fuel Recovery Fee) is adjusted monthly by corporate. The rate that is listed is effective for 2/12.

Form B -Reserved Capacity FACILITY: Conestoga Landfill

Types and Quantities of Municipal Solid Waste Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2013						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2014						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2015						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2016						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2017						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2018						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2019						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2020						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2021						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	250,154	21.9	54,800	274	200
2013	252,555	21.6	54,800	274	200
2014	254,955	21.4	54,800	274	200
2015	257,355	21.2	54,800	274	200
2016	259,964	21.0	54,800	274	200
2017	262,573	20.8	54,800	274	200
2018	265,181	20.6	54,800	274	200
2019	267,790	20.4	54,800	274	200
2020	270,399	20.2	54,800	274	200
2021	272,988	20.0	54,800	274	200

Operating hours from 5am to 8pm Monday through Friday and from 5am to 8pm on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 25 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Conestoga Landfill

Address: 420 Quarry Road/PO Box 128, Morgantown, PA 19543

Attention: Mark C. Pedersen, GM

With a copy to: Conestoga Landfill Attention: Lee Zimmerman

SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
☐ $100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
☐ $75,000	
☐ $50,000	
☐ $15,000	
☐ Other $	
☒ Decline	

Indicate Any Preferred Programs for Sponsorship

☐	Recycling Drop-Off Collection	☐	Annual Household Hazardous Waste Collections,
☐	Yard Waste Equipment Cooperative	☐	Unwanted Pharmaceuticals Collection Events
☐	Electronics Recycling Center	☐	Tire And White Goods Recycling
☐	Public Education Activities (General)	☐	Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	☐ Monthly $	☐ Quarterly $	☐ Annually $

Facility/Organization Conestoga Landfill	
Contact Name Dean DiValerio	Title Area President
Phone 484-444-0981	Email
Authorized Signature Dean DiValerio	Date 2/16/2012
Attest Denise A Weber	Date 2/16/2012

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this ~~MAY~~ 9th day of ~~12~~ August 2012 by and between THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County" AND Greenridge Reclamation LANDFILL, LLC (Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 100281 issued by PA DEP is located in EAST HUNTINGDON (Municipality)(ies), WESTMORELAND County PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

WHEREAS, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all Municipal Waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the Municipal Waste processing or disposal facilities where the Municipal Waste generated within Cumberland County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Cumberland County and to further set forth the agreements between the parties with respect thereto;

Domestic or Residential Waste -Solid waste comprised of Garbage and Rubbish, which normally originates from residential private households or apartment houses.

Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector -Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

Hazardous Waste -A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

Leaf Waste -Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program A source separation and collection program for recycling Municipal Waste, or a program of designated drop-off points or collection centers for recycling Municipal Waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipality -Any city, borough, incorporated town, township or county or any municipal authority-created by any of the forejoining.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

Permit -A permit issued by the Pennsylvania DEP to operate a Municipal Waste disposal, processing or transfer station facility.

Permit Area -The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal – Complete response to the Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Waste.

Refuse -Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

Remaining Permitted Capacity -At any time the remaining weight or volume of Municipal Waste that can be disposed at a permitted Municipal Waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

Residual Waste -Any Garbage, Refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

Resource Recovery Facility -A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from Municipal Waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling Municipal Waste, or any source separation or collection center for composting leaf waste.

Rubbish -Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge -The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge -Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses. Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and process and (dispose) specified quantities and types of Municipal Waste originating from sources located in Cumberland County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of Municipal Waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B:

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of Municipal Waste shall be as listed on Form A.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of Municipal Waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the hours shown on Form B, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New year's Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Cumberland County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

C. The Contractor may also request consent of the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The County shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The Contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's Municipal Waste processing, Landfill or Resource Recovery Facility or, in the case of a transfer station, to weigh all Municipal Waste delivered to the County designated processing or disposal facility by the transfer station. The scale used to weigh Municipal Waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

A. The total weight of each type of Municipal Waste received at the facility from all sources;

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms approved by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause County to be added as an additional insured on all policies of insurance required under the terms of this Contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages would be considered a default by the Contractor in accordance with the provisions of the Contract.

VI. NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin or any other protected category.

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Cross CHAIR DATE 8-9-12

ATTEST: Joan Burkhart
Wlgs. CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

ATTEST:

CONTRACTOR

CONTRACTOR: DL Smith
DAVID L. SMITH

TITLE: General Manager

WITNESS: John McGann

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
Greenridge Landfill	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	72.00	72.00				
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Westmoreland County	.25	.25				
State of Pennsylvania	4.25	4.25				
Act101 Recycling Fund	2.00	2.00				
East Huntington Host Fee	1.00	1.00				
Total Tipping Fee including all fees and surcharges	79.50	79.50				

Form B -Reserved Capacity FACILITY: Greenridge Landfill

Types and Quantities of Municipal Solid Waste Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2013						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2014						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2015						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2016						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2017						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2018						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2019						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2020						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2021						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	250,154	15	39000	312	125
2013	252,555	15	39000	312	125
2014	254,955	15	39000	312	125
2015	257,355	15	39000	312	125
2016	259,964	15	39000	312	125
2017	262,573	15	39000	312	125
2018	265,181	15	39000	312	125
2019	267,790	15	39000	312	125
2020	270,399	14	39000	312	125
2021	272,988	14	39000	312	125

Operating hours from 6:00 AM to 3:00 PM Monday through Friday and from 7:00 AM to 9:00 AM on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 100 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Greenridge Landfill

Address: 234 Landfill Road, Scottdale, Pa 15683

Attention: John McGoran

With a copy to: Greenridge Landfill Attention: David Smith

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SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
$100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
$75,000	
$50,000	
$15,000	
Other $	
Decline X	

Indicate Any Preferred Programs for Sponsorship

	Recycling Drop-Off Collection		Annual Household Hazardous Waste Collections,
	Yard Waste Equipment Cooperative		Unwanted Pharmaceuticals Collection Events
	Electronics Recycling Center		Tire And White Goods Recycling
	Public Education Activities (General)		Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	Monthly $	Quarterly $	Annually $

Facility/Organization Greenridge	
Contact Name David Smith	Title General Manager
Phone 724-887-9400	Email dlsmith@republicservices.com
Authorized Signature	Date 2-17-2012
Attest John J. McGovern	Date 2-17-2012

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal Service Contract. If your Proposal is not selected, your sealed Sponsorship Commitment form will be returned to you unopened.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this ~~12~~ 9th day of ~~MAY~~ August 2012, by and between THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County" AND ALLIED WASTE SYSTEMS OF PENNYSLVANIA LLC (Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 100620 issued by PA DEP is located in FINDLAY TWP (Municipality)(ies), ALLEGHENY County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

WHEREAS, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all Municipal Waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the Municipal Waste processing or disposal facilities where the Municipal Waste generated within Cumberland County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Cumberland County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Contract, shall have the following meanings:

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988.

Affiliate Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) -Large items of Refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste -All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste – Municipal Solid waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract -The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

Department or DEP The Pennsylvania Department of Environmental Protection (DEP).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

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Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988.

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Commercial Waste -All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste – Municipal Solid waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

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County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

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Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

Department or DEP The Pennsylvania Department of Environmental Protection (DEP).

Domestic or Residential Waste -Solid waste comprised of Garbage and Rubbish, which normally originates from residential private households or apartment houses.

Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector -Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

Hazardous Waste -A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

Leaf Waste -Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program A source separation and collection program for recycling Municipal Waste, or a program of designated drop-off points or collection centers for recycling Municipal Waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipality -Any city, borough, incorporated town, township or county or any municipal authority-created by any of the forejoining.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

Permit -A permit issued by the Pennsylvania DEP to operate a Municipal Waste disposal, processing or transfer station facility.

Permit Area -The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal – Complete response to the Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Waste.

Refuse -Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

Remaining Permitted Capacity -At any time the remaining weight or volume of Municipal Waste that can be disposed at a permitted Municipal Waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

Residual Waste -Any Garbage, Refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

Resource Recovery Facility -A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from Municipal Waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling Municipal Waste, or any source separation or collection center for composting leaf waste.

Rubbish -Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge -The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge -Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses. Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and process and (dispose) specified quantities and types of Municipal Waste originating from sources located in Cumberland County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of Municipal Waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B:

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of Municipal Waste shall be as listed on Form A.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of Municipal Waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the hours shown on Form B, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New year's Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Cumberland County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

C. The Contractor may also request consent of the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The County shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The Contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's Municipal Waste processing, Landfill or Resource Recovery Facility or, in the case of a transfer station, to weigh all Municipal Waste delivered to the County designated processing or disposal facility by the transfer station. The scale used to weigh Municipal Waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

A. The total weight of each type of Municipal Waste received at the facility from all sources;

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms approved by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause County to be added as an additional insured on all policies of insurance required under the terms of this Contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages would be considered a default by the Contractor in accordance with the provisions of the Contract.

VI. NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin or any other protected category.

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Cross CHAIR DATE 8-9-12

ATTEST: Joe Burkhart

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Anthony Lenoce

ATTEST: Robert J Moon

CONTRACTOR

CONTRACTOR: Bob Bowl

WITNESS: John McGann

TITLE: General Manager

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
imperial Lnadfill	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	60.68	60.68				
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Findlay Township Host Fee	2.60	2.60				
West Allegheny Schools	.25	.25				
State of Pennsylvania	4.25	4.25				
Act 101 Recycling fund	2.00	2.00				
Allegheny County	.25	.25				
Total Tipping Fee including all fees and surcharges	70.03	70.03				

Form B -Reserved Capacity FACILITY: Imperial Landfill

Types and Quantities of Municipal Solid Waste Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2013						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2014						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2015						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2016						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2017						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2018						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2019						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2020						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000
2021						
Tons Per Day	100	25				125
Tons Per Year	31200	7800				39000

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	250,154	15	39000	312	125
2013	252,555	15	39000	312	125
2014	254,955	15	39000	312	125
2015	257,355	15	39000	312	125
2016	259,964	15	39000	312	125
2017	262,573	15	39000	312	125
2018	265,181	15	39000	312	125
2019	267,790	15	39000	312	125
2020	270,399	14	39000	312	125
2021	272,988	14	39000	312	125

Operating hours from 12:00 AM to 3:00 PM Monday through Friday and from 7:00 AM to 10:00 AM on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 100 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Imperial Landfill

Address: Po Box 47, 11 Boggs Road

Attention: John McGoran

With a copy to: Imperial Landfill Attention: Brent Bowker

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SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
$100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
$75,000	
$50,000	
$15,000	
Other $	
Decline X	

Indicate Any Preferred Programs for Sponsorship

	Recycling Drop-Off Collection		Annual Household Hazardous Waste Collections,
	Yard Waste Equipment Cooperative		Unwanted Pharmaceuticals Collection Events
	Electronics Recycling Center		Tire And White Goods Recycling
	Public Education Activities (General)		Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	Monthly $	Quarterly $	Annually $

Facility/Organization Imperial Landfill	
Contact Name Brent Bowker	Title general Manager
Phone 412-505-1011	Email bbowker@republicservices.com
Authorized Signature Brent Bowker	Date 2-15-2012
Attest John J. McGovern	Date 2/15/2012

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal Service Contract. If your Proposal is not selected, your sealed Sponsorship Commitment form will be returned to you unopened.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Republic Services of Pennsylvania, LLC d/b/a Modern Landfill

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 100113 issued by PADEP

is located in Windsor Township (Municipality)(ies),

York County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2011 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2011 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

WHEREAS, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all Municipal Waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the Municipal Waste processing or disposal facilities where the Municipal Waste generated within Cumberland County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Cumberland County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Contract, shall have the following meanings:

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988.

Affiliate Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) -Large items of Refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste -All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste – Municipal Solid waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract -The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

Department or DEP The Pennsylvania Department of Environmental Protection (DEP).

Domestic or Residential Waste -Solid waste comprised of Garbage and Rubbish, which normally originates from residential private households or apartment houses.

Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector -Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

Hazardous Waste -A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

Leaf Waste -Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program A source separation and collection program for recycling Municipal Waste, or a program of designated drop-off points or collection centers for recycling Municipal Waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipality -Any city, borough, incorporated town, township or county or any municipal authority-created by any of the forejoining.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

Permit -A permit issued by the Pennsylvania DEP to operate a Municipal Waste disposal, processing or transfer station facility.

Permit Area -The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal – Complete response to the Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Waste.

Refuse -Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

Remaining Permitted Capacity -At any time the remaining weight or volume of Municipal Waste that can be disposed at a permitted Municipal Waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

Residual Waste -Any Garbage, Refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

Resource Recovery Facility -A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from Municipal Waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling Municipal Waste, or any source separation or collection center for composting leaf waste.

Rubbish -Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge -The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge -Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses. Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and process and (dispose) specified quantities and types of Municipal Waste originating from sources located in Cumberland County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of Municipal Waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B:

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract. Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of Municipal Waste shall be as listed on Form A.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of Municipal Waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the hours shown on Form B, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New year's Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Cumberland County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

C. The Contractor may also request consent of the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The County shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The Contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's Municipal Waste processing, Landfill or Resource Recovery Facility or, in the case of a transfer station, to weigh all Municipal Waste delivered to the County designated processing or disposal facility by the transfer station. The scale used to weigh Municipal Waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

A. The total weight of each type of Municipal Waste received at the facility from all sources;

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms approved by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause County to be added as an additional insured on all policies of insurance required under the terms of this Contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages would be considered a default by the Contractor in accordance with the provisions of the Contract.

VI. NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin or any other protected category.

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

CHAIR DATE 8-9-12

ATTEST: CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

ATTEST:

CONTRACTOR

CONTRACTOR:

WITNESS;

TITLE: Vice President

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	51.75 *	57.31 *	35.55 *			
List Name of Fee, Tax, Surcharge below.	List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW					
Act 101 Recycling	2.00	2.00	2.00			
Recycling	.25	.25	.25			
Growing Greener	4.00	4.00	4.00			
Cumberland County	0.00 **	0.00 **	0.00 **			
Royalties	2.77	2.77	2.77			
Township Host Fees	2.23	2.23	2.23			
Total Tipping Fee including all fees and surcharges	63.00	68.56	46.80			

*2012 Tipping Fee-Tipping fee will increase 4% annually throughout the duration of the contract for all waste types.
**Cumberland County Fee is anticipated to be zero at the time of the issuance of the contract. If CC imposes a fee later during the contract period, it will be added and passed to the customer.

Form B -Reserved Capacity FACILITY: Modern Landfill

Types and Quantities of Municipal Solid Waste Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2013						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2014						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2015						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2016						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2017						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2018						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2019						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2020						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						
2021						
Tons Per Day	125	50	25		N/A	200
Tons Per Year						

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	250,154	21.9	54,800	274	200
2013	252,555	21.6	54,800	274	200
2014	254,955	21.4	54,800	274	200
2015	257,355	21.2	54,800	274	200
2016	259,964	21.0	54,800	274	200
2017	262,573	20.8	54,800	274	200
2018	265,181	20.6	54,800	274	200
2019	267,790	20.4	54,800	274	200
2020	270,399	20.2	54,800	274	200
2021	272,988	20.0	54,800	274	200

Operating hours from 6am to 4pm Monday through Friday and from 5am to 11am on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 25 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Modern Landfill

Address: 4400 Mt. Pisgah Road, York PA 17406

Attention: Mark C. Pedersen, GM

With a copy to: Modern Landfill Attention: Amy Downing

SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
☐ $100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
☐ $75,000	
☐ $50,000	
☐ $15,000	
☐ Other $	
☒ Decline	

Indicate Any Preferred Programs for Sponsorship

☐	Recycling Drop-Off Collection	☐	Annual Household Hazardous Waste Collections,
☐	Yard Waste Equipment Cooperative	☐	Unwanted Pharmaceuticals Collection Events
☐	Electronics Recycling Center	☐	Tire And White Goods Recycling
☐	Public Education Activities (General)	☐	Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	☐ Monthly $	☐ Quarterly $	☐ Annually $

Facility/Organization Modern Landfill	
Contact Name Dean DiValerio	Title Area President
Phone 484-444-0981	Email
Authorized Signature Dean DiVa	Date 2/16/2012
Attest Denise A Weber	Date 2/16/2012

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal

VOGEL HOLDING

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Seneca Landfill/Seneca Landfill, Inc.

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 100403 issued by PA Department of Environmental Protection is located in Jackson/Lancaster Townships (Municipality)(ies), Butler County, Pennsylvania State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

WHEREAS, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all Municipal Waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the Municipal Waste processing or disposal facilities where the Municipal Waste generated within Cumberland County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Cumberland County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Contract, shall have the following meanings:

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988.

Affiliate Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) -Large items of Refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste -All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste – Municipal Solid waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract -The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

Department or DEP The Pennsylvania Department of Environmental Protection (DEP).

Domestic or Residential Waste -Solid waste comprised of Garbage and Rubbish, which normally originates from residential private households or apartment houses.

Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector -Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

Hazardous Waste -A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

Leaf Waste -Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program A source separation and collection program for recycling Municipal Waste, or a program of designated drop-off points or collection centers for recycling Municipal Waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipality -Any city, borough, incorporated town, township or county or any municipal authority-created by any of the forejoining.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

Permit -A permit issued by the Pennsylvania DEP to operate a Municipal Waste disposal, processing or transfer station facility.

Permit Area -The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal – Complete response to the Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Waste.

Refuse -Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

Remaining Permitted Capacity -At any time the remaining weight or volume of Municipal Waste that can be disposed at a permitted Municipal Waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

Residual Waste -Any Garbage, Refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

Resource Recovery Facility -A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from Municipal Waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling Municipal Waste, or any source separation or collection center for composting leaf waste.

Rubbish -Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge -The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge -Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses. Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and process and (dispose) specified quantities and types of Municipal Waste originating from sources located in Cumberland County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of Municipal Waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B:

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract. Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of Municipal Waste shall be as listed on Form A.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of Municipal Waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the hours shown on Form B, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New year's Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Cumberland County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

C. The Contractor may also request consent of the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The County shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The Contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's Municipal Waste processing, Landfill or Resource Recovery Facility or, in the case of a transfer station, to weigh all Municipal Waste delivered to the County designated processing or disposal facility by the transfer station. The scale used to weigh Municipal Waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

A. The total weight of each type of Municipal Waste received at the facility from all sources;

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms approved by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause County to be added as an additional insured on all policies of insurance required under the terms of this Contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages would be considered a default by the Contractor in accordance with the provisions of the Contract.

VI. NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin or any other protected category.

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Cross CHAIR DATE 8-9-12

ATTEST: Joe Burkhart

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Robert J Moore ATTEST: Cynthia Lepore

CONTRACTOR

CONTRACTOR: Edward R Vogel WITNESS; Cheryl C Sloan

TITLE: V.P.

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste

The maximum tipping fee shall not exceed the posted gate rate.

Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities

Show a breakdown of those fees in the following table

	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	$91.90	$91.90	$91.90	$116.90	$116.90	
List Name of Fee, Tax, Surcharge below:	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Pa State Disposal	$4.00	$4.00	$4.00	$4.00	$4.00	
PA State Recycling	$2.00	$2.00	$2.00	$2.00	$2.00	
PA State Stewardship	$0.25	$0.25	$0.25	$0.25	$0.25	
Host Municipality (Jackson)	$1.18	$1.18	$1.18	$1.18	$1.18	
" " (Lancaster)	$0.32	$0.32	$0.32	$0.32	$0.32	
Host County (Butler)	$0.35	$0.35	$0.35	$0.35	$0.35	
Total Tipping Fee including all fees and surcharges	$100.00	$100.00	$100.00	$125.00	$125.00	

Form B -Reserved Capacity FACILITY: Seneca Landfill, Inc.

Types and Quantities of Muncipal Solid Waste Specify tons per day and tons per year

Yea r	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2013						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2014						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2015						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5			11763
2016						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2017						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2018						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2019						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2020						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2021						
Tons per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE Reserving Capacity for % of Cumberland MSW Annually	ANNUAL TONS Reserving Capacity for #Tons Cumberland MSW Annually	OPERATING DAYS Estimated Annual Working Days	TONS PER DAY Reservng Capacity for #Tons Cumberland MSW Daily
2012	250,154	5%	13070	313	41.76
2013	252,555	5%	13070	313	41.76
2014	254,955	5%	13070	313	41.76
2015	257,355	5%	13070	313	41.76
2016	259,964	5%	13070	313	41.76
2017	262,573	5%	13070	313	41.76
2018	265,181	5%	13070	313	41.76
2019	267,790	5%	13070	313	41.76
2020	270,399	5%	13070	313	41.76
2021	272,988	5%	13070	313	41.76

Operating hours from 8:00 AM to 3:00 PM Monday through Friday and from 8:00 AM to 11:00 AM on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 1 tons

Notices

All Notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Seneca Landfill, Inc.
Address: PO Box 1080 Mars, PA 16046
Attention: Edward R. Vogel, Vice President
With a copy to: Edward R Vogel Attention: _____

SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
$100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
$75,000	
$50,000	
$15,000	Seneca Landfill declines any sponsorship arrangement at this time but is willing to work with the Cumberland County Recycling & Waste Authority as needed through private negotiation.
Other $	
Decline X	

Indicate Any Preferred Programs for Sponsorship

	Recycling Drop-Off Collection		Household Hazardous Waste Annual Collection Event,
	Recycling Processing Center		Unwanted Pharmaceuticals Collection Events
	Electronics Recycling Center		Tire And White Goods Recycling
	Collection Of Oil Based Paints And Pesticides,		Public Education Campaign To Promote Proper Waste Collection

Indicate Preferred Schedule of Payments for Sponsorship	Monthly $	Quarterly $	Annually $

Facility/Organization: Seneca Landfill, Inc.	
Contact Name: Edward R. Vogel	Title: Vice President
Phone: 724-625-1511	Email: ervogel@vogeldisposal.com
Authorized Signature: Edward R Vogel / Edward R Vogel	Date: 2/20/2012
Attest: Cheryl C Sloan	Date: 2/20/2012

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal Service Contract. If your Proposal is not selected, your sealed Sponsorship Commitment form will be returned to you unopened.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012, by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Tri-County Landfill/Tri-County Landfill, Inc.

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No N/A issued by Pending issuance by Pennsylvania DEP

is located in Liberty/Pine Townships (Municipality)(ies),

Mercer County, Pennsylvania State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

WHEREAS, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all Municipal Waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the Municipal Waste processing or disposal facilities where the Municipal Waste generated within Cumberland County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Cumberland County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Contract, shall have the following meanings:

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988.

Affiliate Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) -Large items of Refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste -All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste – Municipal Solid waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract -The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

Department or DEP The Pennsylvania Department of Environmental Protection (DEP).

Domestic or Residential Waste -Solid waste comprised of Garbage and Rubbish, which normally originates from residential private households or apartment houses.

Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector -Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

Hazardous Waste -A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

Leaf Waste -Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program A source separation and collection program for recycling Municipal Waste, or a program of designated drop-off points or collection centers for recycling Municipal Waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipality -Any city, borough, incorporated town, township or county or any municipal authority-created by any of the forejoining.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

Permit -A permit issued by the Pennsylvania DEP to operate a Municipal Waste disposal, processing or transfer station facility.

Permit Area -The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal – Complete response to the Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Waste.

Refuse -Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

Remaining Permitted Capacity -At any time the remaining weight or volume of Municipal Waste that can be disposed at a permitted Municipal Waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

Residual Waste -Any Garbage, Refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

Resource Recovery Facility -A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from Municipal Waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling Municipal Waste, or any source separation or collection center for composting leaf waste.

Rubbish -Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge -The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge -Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses. Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and process and (dispose) specified quantities and types of Municipal Waste originating from sources located in Cumberland County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of Municipal Waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B:

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of Municipal Waste shall be as listed on Form A.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of Municipal Waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the hours shown on Form B, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New year's Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Cumberland County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

C. The Contractor may also request consent of the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The County shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The Contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's Municipal Waste processing, Landfill or Resource Recovery Facility or, in the case of a transfer station, to weigh all Municipal Waste delivered to the County designated processing or disposal facility by the transfer station. The scale used to weigh Municipal Waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

A. The total weight of each type of Municipal Waste received at the facility from all sources;

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms approved by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause County to be added as an additional insured on all policies of insurance required under the terms of this Contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages would be considered a default by the Contractor in accordance with the provisions of the Contract.

VI. NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin or any other protected category.

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Cross CHAIR DATE 8-9-12

ATTEST: Joe Burkhart

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Robert J Moore ATTEST: Anthony Lore

CONTRACTOR

CONTRACTOR: Edward R Vogel WITNESS; Cheryl C Sloan

TITLE: V.P

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	$91.90	$91.90	$91.90	$116.90	$116.90	
List Name of Fee, Tax, Surcharge below:	List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW					
PA State Disposal	$4.00	$4.00	$4.00	$4.00	$4.00	
PA State Recycling	$2.00	$2.00	$2.00	$2.00	$2.00	
PA State Stewardship	$0.25	$0.25	$0.25	$0.25	$0.25	
Host County (Mercer)	TBD	TBD	TBD	TBD	TBD	
Host Municipality	TBD	TBD	TBD	TBD	TBD	
Total Tipping Fee including all fees and surcharges	$100.00	$100.00	$100.00	$125.00	$125.00	

Form B -Reserved Capacity FACILITY: Tri-County Landfill, Inc.

Types and Quantities of Muncipal Solid Waste Specify tons per day and tons per year

Yea r	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2013						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2014						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2015						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5			11763
2016						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2017						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2018						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2019						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2020						
Tons Per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070
2021						
Tons per Day	18.79	12.53	6.26	4.18		41.76
Tons Per Year	5881.5	3921.0	1960.5	1307.0		13070

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE Reserving Capacity for % of Cumberland MSW Annually	ANNUAL TONS Reserving Capacity for #Tons Cumberland MSW Annually	OPERATING DAYS Estimated Annual Working Days	TONS PER DAY Reservng Capacity for #Tons Cumberland MSW Daily
2012	250,154	5%	13070	313	41.76
2013	252,555	5%	13070	313	41.76
2014	254,955	5%	13070	313	41.76
2015	257,355	5%	13070	313	41.76
2016	259,964	5%	13070	313	41.76
2017	262,573	5%	13070	313	41.76
2018	265,181	5%	13070	313	41.76
2019	267,790	5%	13070	313	41.76
2020	270,399	5%	13070	313	41.76
2021	272,988	5%	13070	313	41.76

Operating hours from 7:00 AM to 3:30 PM Monday through Friday and from 7:00 AM to 11:00 AM on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 1 tons

Notices

All Notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Tri-County Landfill, Inc.

Address: 159 TCI Park Drive Grove City, PA 16127

Attention: Edward R. Vogel, Vice President

With a copy to: Edward R Vogel Attention: _____

SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
$100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
$75,000	
$50,000	
$15,000	Tri-County Landfill declines any sponsorship arrangement at this time but is willing to work with the Cumberland County Recycling & Waste Authority as needed through private negotiation.
Other $	
Decline X	

Indicate Any Preferred Programs for Sponsorship

	Recycling Drop-Off Collection		Household Hazardous Waste Annual Collection Event,
	Recycling Processing Center		Unwanted Pharmaceuticals Collection Events
	Electronics Recycling Center		Tire And White Goods Recycling
	Collection Of Oil Based Paints And Pesticides,		Public Education Campaign To Promote Proper Waste Collection

Indicate Preferred Schedule of Payments for Sponsorship	Monthly $	Quarterly $	Annually $

Facility/Organization Tri-County Landfill, Inc.	
Contact Name Edward R. Vogel	Title Vice President
Phone 724-625-1511	Email ervogel@vogeldisposal.com
Authorized Signature Edward R Vogel	Date 2/20/2012
Attest Cheryl C Sloan	Date 2/20/2012

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal Service Contract. If your Proposal is not selected, your sealed Sponsorship Commitment form will be returned to you unopened.

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND York County Resource Recovery Center/ YCSWRA

(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 400561 issued by PADEP

is located in Manchester Township (Municipality)(ies),

York County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

WHEREAS, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all Municipal Waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the Municipal Waste processing or disposal facilities where the Municipal Waste generated within Cumberland County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Cumberland County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Contract, shall have the following meanings:

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988.

Affiliate Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) -Large items of Refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste -All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste – Municipal Solid waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract -The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

Department or DEP The Pennsylvania Department of Environmental Protection (DEP).

Domestic or Residential Waste -Solid waste comprised of Garbage and Rubbish, which normally originates from residential private households or apartment houses.

Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector -Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

Hazardous Waste -A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

Leaf Waste -Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program A source separation and collection program for recycling Municipal Waste, or a program of designated drop-off points or collection centers for recycling Municipal Waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipality -Any city, borough, incorporated town, township or county or any municipal authority-created by any of the forejoining.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

Permit -A permit issued by the Pennsylvania DEP to operate a Municipal Waste disposal, processing or transfer station facility.

Permit Area -The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal – Complete response to the Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Waste.

Refuse -Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

Remaining Permitted Capacity -At any time the remaining weight or volume of Municipal Waste that can be disposed at a permitted Municipal Waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

Residual Waste -Any Garbage, Refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

Resource Recovery Facility -A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from Municipal Waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling Municipal Waste, or any source separation or collection center for composting leaf waste.

Rubbish -Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge -The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge -Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses. Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and process and (dispose) specified quantities and types of Municipal Waste originating from sources located in Cumberland County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of Municipal Waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B:

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of Municipal Waste shall be as listed on Form A.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of Municipal Waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the hours shown on Form B, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New year's Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Cumberland County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

C. The Contractor may also request consent of the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The County shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The Contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's Municipal Waste processing, Landfill or Resource Recovery Facility or, in the case of a transfer station, to weigh all Municipal Waste delivered to the County designated processing or disposal facility by the transfer station. The scale used to weigh Municipal Waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

A. The total weight of each type of Municipal Waste received at the facility from all sources;

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms approved by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause County to be added as an additional insured on all policies of insurance required under the terms of this Contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages would be considered a default by the Contractor in accordance with the provisions of the Contract.

VI. NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin or any other protected category.

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Cross CHAIR DATE 8-9-12

ATTEST: Joan Burkhart

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Robert J Moon

ATTEST:

CONTRACTOR

CONTRACTOR:

David E. Vollero

TITLE: Executive Director

York County Solid Waste and Refuse Authority

WITNESS; Greg Pearson

Form A – Cost of Disposal

Maximum Tipping Fees Per Ton For Each Category of Waste

The maximum tipping fee shall not exceed the posted gate rate.

Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities

Show a breakdown of those fees in the following table

	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	2012 $ 75.74 plus any Cumberland Co. fees	NA	NA	NA	NA	NA
List Name of Fee, Tax, Surcharge below.	**List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW**					
Recycling Fee	$ 2					
Municipal Host Fee	$ 1					
Total Tipping Fee including all fees and surcharges	2012 $78.74 plus any Cumberland Co. fees	NA	NA	NA	NA	NA

$78.74 is the maximum tipping fee per ton for 2012 msw. The maximum tipping fees for subsequent years are show on the next page, Attachment to Form A.

York County Solid Waste Authority
York County Resource Recovery Center
February 2012

Attachment to Form A – Cost of Disposal, Maximum Tipping Fees Per Ton For MSW

Total Tipping Fee including all fees and surcharges

2012 - $78.74 plus any Cumberland Co. Administrative and/or Recycling Fees or Surcharges

2013 - $81.89 plus any Cumberland Co. Administrative and/or Recycling Fees or Surcharges

2014 - $85.17 plus any Cumberland Co. Administrative and/or Recycling Fees or Surcharges

2015 - $88.58 plus any Cumberland Co. Administrative and/or Recycling Fees or Surcharges

2016 - $92.12 plus any Cumberland Co. Administrative and/or Recycling Fees or Surcharges

2017 - $95.80 plus any Cumberland Co. Administrative and/or Recycling Fees or Surcharges

2018 - $99.63 plus any Cumberland Co. Administrative and/or Recycling Fees or Surcharges

2019 - $103.62 plus any Cumberland Co. Administrative and/or Recycling Fees or Surcharges

2020 - $107.76 plus any Cumberland Co. Administrative and/or Recycling Fees or Surcharges

2021 - $112.07 plus any Cumberland Co. Administrative and/or Recycling Fees or Surcharges

Form B -Reserved Capacity FACILITY: York Co. RRC

Types and Quantities of Municipal Solid Waste Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	10	NA	NA	NA	NA	10
Tons Per Year	2,750	NA	NA	NA	NA	2,750
2013						
Tons Per Day	10	NA	NA	NA	NA	10
Tons Per Year	2,750	NA	NA	NA	NA	2,750
2014						
Tons Per Day	10	NA	NA	NA	NA	10
Tons Per Year	2,750	NA	NA	NA	NA	2,750
2015						
Tons Per Day	10	NA	NA	NA	NA	10
Tons Per Year	2,750	NA	NA	NA	NA	2,750
2016						
Tons Per Day	10	NA	NA	NA	NA	10
Tons Per Year	2,750	NA	NA	NA	NA	2,750
2017						
Tons Per Day	10	NA	NA	NA	NA	10
Tons Per Year	2,750	NA	NA	NA	NA	2,750
2018						
Tons Per Day	10	NA	NA	NA	NA	10
Tons Per Year	2,750	NA	NA	NA	NA	2,750
2019						
Tons Per Day	10	NA	NA	NA	NA	10
Tons Per Year	2,750	NA	NA	NA	NA	2,750
2020						
Tons Per Day	10	NA	NA	NA	NA	10
Tons Per Year	2,750	NA	NA	NA	NA	2,750
2021						
Tons Per Day	10	NA	NA	NA	NA	10
Tons Per Year	2,750	NA	NA	NA	NA	2,750

2,750 TPY = 10 tpd x 275 estimated annual days available to accept Cumberland County msw. See attachment to Form B.

Form B - Part II Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE Reserving Capacity for % of Cumberland MSW Annually	ANNUAL TONS Reserving Capacity for #Tons Cumberland MSW Annually	OPERATING DAYS Estimated Annual Working Days	TONS PER DAY Reserving Capacity for #Tons Cumberland MSW Daily
2012	250,154	1%	2,750	275	10
2013	252,555	1%	2,750	275	10
2014	254,955	1%	2,750	275	10
2015	257,355	1%	2,750	275	10
2016	259,964	1%	2,750	275	10
2017	262,573	1%	2,750	275	10
2018	265,181	1%	2,750	275	10
2019	267,790	1%	2,750	275	10
2020	270,399	1%	2,750	275	10
2021	272,988	1%	2,750	275	10

Operating hours from 6 a.m. to 4 p.m. Monday through Friday and from 6 a.m. to noon on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 0 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: York County Solid Waste Authority

Address: 2700 Blackbridge Rd, York, PA 17406

Attention: Gregg Pearson

With a copy to: YCSWA Attention: Jerry Grim

See attachment to Form B .

York County Solid Waste Authority
York County Resource Recovery Center
February 2012

Attachment to Form B – Reserved Capacity

There may be approximately thirty (30) annual working days when the YCSWA is unable to accept Cumberland County MSW at the YCRRC. This will likely be due to combustor unit maintenance outages and the resulting lack of out-of-county waste processing capacity.

Waste haulers delivering Cumberland County MSW are given advance notice of these outages and unit processing shortfalls.

Section 13
Voluntary Support of Programs

SPONSORSHIP COMMITMENT FORM

Suggested Annual Renewing Sponsorship Levels	To support the programs and services of the Cumberland County Recycling & Waste Authority, we agree to provide a sponsorship grant at the level we have indicated at left.
☐ $100,000	Describe here, any alternate sponsorship arrangement that the organization desires to propose:
☐ $75,000	
☐ $50,000	
☐ $15,000	
☐ Other $	
☒ Decline	

Indicate Any Preferred Programs for Sponsorship

☐	Recycling Drop-Off Collection	☐	Annual Household Hazardous Waste Collections,
☐	Yard Waste Equipment Cooperative	☐	Unwanted Pharmaceuticals Collection Events
☐	Electronics Recycling Center	☐	Tire And White Goods Recycling
☐	Public Education Activities (General)	☐	Public Education Activities (Specific Topic)

Indicate Preferred Schedule of Payments for Sponsorship	☐ Monthly $	☐ Quarterly $	☐ Annually $

Facility/Organization York County Resource Recovery Center / YCSWA	
Contact Name Gregg Pearson	Title Mgr./Recyc. & Plan
Phone 717-845-1066	Email g.pearson@ycswa.com
Authorized Signature	Date 2/16/12
Attest Gregg Pearson	Date 2/16/12

Monetary gestures offered to sponsor and support the programs of the Cumberland County Recycling & Waste Authority are strictly voluntary. Sponsorships and donations cannot be considered in the evaluation of proposals or designation of a facility for inclusion in the Cumberland County Municipal Solid Waste Management Plan. Should you wish to serve as a Sponsor, please complete the Sponsorship Commitment form and submit it with your Proposal. Should you decide not to provide support, please mark the "Decline" box and sign the form. Please submit these forms in a separate, sealed envelope with your Proposal. On the outside of the envelope, print your name and "Sponsorship Commitment form." If your Proposal is selected, your Sponsorship Commitment form will be opened at the first Authority Board meeting which follows the execution of your Municipal Waste Disposal Service Contract. If your Proposal is not selected, your sealed Sponsorship Commitment form will be returned to you unopened.

WASTE MANAGEMENT

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Waste Management of Pennsylvania, Inc. Laurel Highlands (Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 101534 issued by PA DEP is located in Jackson Township (Municipality)(ies), Cambria County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

WHEREAS, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all Municipal Waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the Municipal Waste processing or disposal facilities where the Municipal Waste generated within Cumberland County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Cumberland County and to further set forth the agreements between the parties with respect thereto;

Domestic or Residential Waste -Solid waste comprised of Garbage and Rubbish, which normally originates from residential private households or apartment houses.

Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector -Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

Hazardous Waste -A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

Leaf Waste -Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program A source separation and collection program for recycling Municipal Waste, or a program of designated drop-off points or collection centers for recycling Municipal Waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipality -Any city, borough, incorporated town, township or county or any municipal authority-created by any of the forejoining.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and process and (dispose) specified quantities and types of Municipal Waste originating from sources located in Cumberland County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of Municipal Waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B:

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of Municipal Waste shall be as listed on Form A.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of Municipal Waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the hours shown on Form B, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New year's Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Cumberland County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

C. The Contractor may also request consent of the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The County shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Cross CHAIR DATE 8-9-12

ATTEST: Joe Burkhart

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Robert J Moore

ATTEST: Dale McGuire

CONTRACTOR

CONTRACTOR: John S. Skoutelas

WITNESS: Charles Raudenbush, Jr.

TITLE: John S. Skoutelas
Vice President

Form A – Cost of Disposal

Laurel Highlands

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	See Attached					
List Name of Fee, Tax, Surcharge below.	List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW					
Total Tipping Fee including all fees and surcharges						

Laurel Highlands

Contract Year	Municipal Waste Price / Ton	C&D Price / Ton	Sewage Sludge Price / Ton	ICW Price / Ton	Other Price / Ton
2012	$ 43.22	$ 62.72	$ 62.72	$ 62.72	
2013	$ 45.38	$ 65.86	$ 65.86	$ 65.86	
2014	$ 47.65	$ 69.15	$ 69.15	$ 69.15	
2015	$ 50.03	$ 72.61	$ 72.61	$ 72.61	
2016	$ 52.53	$ 76.24	$ 76.24	$ 76.24	
2017	$ 55.16	$ 80.05	$ 80.05	$ 80.05	
2018	$ 57.92	$ 84.05	$ 84.05	$ 84.05	
2019	$ 60.82	$ 88.25	$ 88.25	$ 88.25	
2020	$ 63.86	$ 92.66	$ 92.66	$ 92.66	
2021	$ 67.05	$ 97.29	$ 97.29	$ 97.29	

Disposal Site		Type	Gate Rate	PA Fee	Jackson Twp.	Cambria Co.	Total Fees	First Yr. Base Rate
BU # 65	Laurel Highlands	MSW	$ 51.50	$ 6.25	$ 1.03	$ 1.00	$ 8.28	$ 43.22
BU # 65	Laurel Highlands	C&D	$ 71.00	$ 6.25	$ 1.03	$ 1.00	$ 8.28	$ 62.72

Form B -Reserved Capacity FACILITY: Laurel Highlands Landfill

Types and Quantities of Municipal Solid Waste — Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	50	25	2	20		97
Tons Per Year	15,000	7,000	500	6,000		28,500
2013						
Tons Per Day						
Tons Per Year						
2014						
Tons Per Day						
Tons Per Year						
2015						
Tons Per Day						
Tons Per Year						
2016						
Tons Per Day						
Tons Per Year						
2017						
Tons Per Day						
Tons Per Year						
2018						
Tons Per Day						
Tons Per Year						
2019						
Tons Per Day						
Tons Per Year						
2020						
Tons Per Day						
Tons Per Year						
2021						
Tons Per Day						
Tons Per Year						

Form B - Part II Reserved Capacity Laurel Highlands Landfill

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	250,154	11.5%	28,500	310	92
2013	252,555				
2014	254,955				
2015	257,355				
2016	259,964				
2017	262,573				
2018	265,181				
2019	267,790				
2020	270,399				
2021	272,988				

Operating hours from 7:00 AM to 3:00 PM Monday through Friday and from 7:00 AM to 3:00 PM on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 50 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Waste Management of Pennsylvania, Inc.

Address: 444 Oxford Valley Road, Suite 220, Langhorne, PA 19047

Attention: Charles Raudenbush, Jr.

With a copy to: Legal Department Attention: Jeff Viola
100 Brandywine Blvd.
Newtown, PA 18940

Land Air Water Legal Solutions LLC

David W. Buzzell
dbuzzell@landairwater.com
610.898.3860

February 13, 2012

Mr. Thomas Imphong, Executive Director
Cumberland County Recycling & Waste Authority
7 Irvine Row
Carlisle, PA 17013

Re: Cumberland County Request for Proposals for
Municipal Solid Waste Disposal Capacity 2012-2021.

Dear Mr. Imphong:

The Pennsylvania Waste Industries Association ("PWIA") submits these comments in response to Cumberland County's Request for Proposals for Municipal Solid Waste Disposal Capacity 2012-2021. PWIA is the Pennsylvania chapter of the National Solid Wastes Management Association, a non-profit organization that represents the interests of the North American waste services industry. PWIA members include both privately held and publicly traded companies, and own and operate numerous commercial solid waste facilities throughout the Commonwealth. In addition to solid waste landfills, our members operate resource recovery facilities, recycling facilities, transfer stations and collection operations. PWIA's missions are to advance the safe, efficient and environmentally responsible management of solid waste, and to promote sound public policy affecting the management of solid waste.

In developing these comments, the following documents were reviewed:

- The Request for Proposals, Municipal Solid Waste Disposal Capacity, 2012-2021, dated on or about December 27, 2011, and prepared for The Cumberland County Recycling & Waste Authority and The Cumberland County Board of Commissioners; and
- The Cumberland County Municipal Waste Management Plan, Final February 1997, prepared by Gannett Fleming, Inc., for the Solid Waste Authority of Cumberland County, as revised April 23, 1999, February 14, 2001, and December 9, 2003 (Resolution No. 2003-28).

Based on its review of these documents, PWIA submits the following comments and objections:

First, the timeline of events related to the Request for Proposals for Municipal Solid Waste Disposal Capacity ("RFP") is unclear. As stated in the current and prior versions of the Cumberland County Municipal Waste Management Plan at Section 7.5, and as required under the Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101"), 53 P.S. §4000.100, *et seq.*, the 10-year plan and draft implementing documents are to be submitted and approved by DEP *before* any individual processing or disposal facility is required to agree to a new 10-year waste disposal capacity agreement. While responses to the RFP are due February 21, 2012, the Effective Date set forth in Section II of the form Municipal Waste Disposal Services Contract indicates that disposal service is to commence January 1, 2012. In contrast, PWIA has been advised that the County is still in the process of developing its Act 101 Plan Revision, which is currently not scheduled to be completed until June 2012. PWIA requests that the sequence of events be clarified and be consistent with the requirements of Act 101.

Second, Section 2 of the RFP sets forth a detailed list of Evaluation Criteria, to be utilized by the County of Cumberland and the Cumberland County Recycling & Waste Authority "in evaluating and ranking proposals." While the list is not inconsistent with those utilized in prior RFPs, several of the criteria – such as "Financial Stability," "Regulatory Compliance" and "Technical Design and Operational Plan" -- are within the exclusive jurisdiction of DEP, not County government. The Pennsylvania Department of Environmental Protection ("DEP") is charged by statute and regulation to ensure the financial assurance of each operator and disposal facility in the Commonwealth of Pennsylvania, including both closure and post-closure bonding and pollution liability insurance. See, 35 P.S. §6018.502(e) and §6018.505, and 25 Pa Code §271.301, *et seq*. DEP is specifically vested with the exclusive authority under the Solid Waste Management Act (35 P.S. §6018.101, et seq.) and its regulations to investigate the compliance history of an individual applicant to determine, *inter alia*, its "intent, willingness and ability" to comply with the laws of the Commonwealth. These rules and regulations also establish detailed design and operating requirements that are pre-determined by the Commonwealth and DEP to ensure sound and reliable environmentally safe facilities which meet Federal, State and Local regulatory standards for municipal solid waste management. As such, these criteria are effectively subsumed within the RFP criterion "Operating Permit Status and Capacity." To the extent the County is intending to duplicate that effort, it is beyond the scope of the County's authority. As long as a specific processing or disposal facility holds a valid DEP permit, and/or license, which has not been suspended or revoked, that should end the inquiry for the County.

Finally, PWIA objects to the solicitation in Section 6 of the RFP, "Voluntary Support for Local Programs," as an inappropriate attempt to circumvent the Pennsylvania appellate case law, and DEP affirmations, establishing that such fees (a/k/a administrative fees, licensing fees, etc.) are a direct violation of Act 101, and any plan or plan revision that requires or even suggests such a fee is unlawful. While couched as "voluntary" and "not part of the evaluation criteria" (see RFP, p.12), the inclusion of the County's solicitation for financial sponsorships within the RFP document strongly suggests a link between the response to the RFP and the Contractor's willingness to provide the requested "support." Moreover, the use of a "separate, sealed envelope" that "does not get opened unless the Contractor's proposal is selected" does not redress the situation. What prevents an aggressive responder from disclosing the content of their generous "support" in an effort to gain a competitive advantage? Once disclosed, it would seem difficult, at best, to re-level the playing field, especially in light of the extensive discussion of financial need and dour consequences to the citizens of Cumberland County if that need is not met. PWIA objects to the inclusion of Section 6 in the RFP.

PWIA thanks you for the opportunity to comment on this RFP. Please do not hesitate to contact me with any questions or concerns.

Very truly yours,

David W. Buzzell

DWB

Cc: Tim O'Donnell, President
Mary Webber

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Waste Management of Pennsylvania, Inc. Mountain View (Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 101100 issued by PA DEP is located in Antrim & Mountgomey Townships (Municipality)(ies), Franklin County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

WHEREAS, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all Municipal Waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the Municipal Waste processing or disposal facilities where the Municipal Waste generated within Cumberland County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Cumberland County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Contract, shall have the following meanings:

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988.

Affiliate Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) -Large items of Refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste -All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste – Municipal Solid waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract -The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

Department or DEP The Pennsylvania Department of Environmental Protection (DEP).

Domestic or Residential Waste -Solid waste comprised of Garbage and Rubbish, which normally originates from residential private households or apartment houses.

Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector -Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

Hazardous Waste -A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

Leaf Waste -Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program A source separation and collection program for recycling Municipal Waste, or a program of designated drop-off points or collection centers for recycling Municipal Waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipality -Any city, borough, incorporated town, township or county or any municipal authority-created by any of the forejoining.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Cross CHAIR DATE 8-5-12

ATTEST: Joe Burkhart

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Robert J Moore

ATTEST: Dale McGuire

CONTRACTOR

CONTRACTOR: John S. Skoutelas

WITNESS: Charles Raudenbush, Jr.

TITLE: John S. Skoutelas
Vice President

Form A – Cost of Disposal

Mountain View

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	See Attached					
List Name of Fee, Tax, Surcharge below.	List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW					
Total Tipping Fee including all fees and surcharges						

Mountainview (PA)					
Contract Year	Municipal Price / Ton	C&D Price / Ton	Sewage Sludge Price / Ton	ICW Price / Ton	Other Price / Ton
2012	$ 59.30	$ 52.60	$ 59.30	$ 59.30	
2013	$ 62.27	$ 55.23	$ 62.27	$ 62.27	
2014	$ 65.38	$ 57.99	$ 65.38	$ 65.38	
2015	$ 68.65	$ 60.89	$ 68.65	$ 68.65	
2016	$ 72.08	$ 63.93	$ 72.08	$ 72.08	
2017	$ 75.68	$ 67.13	$ 75.68	$ 75.68	
2018	$ 79.46	$ 70.49	$ 79.46	$ 79.46	
2019	$ 83.43	$ 74.01	$ 83.43	$ 83.43	
2020	$ 87.60	$ 77.71	$ 87.60	$ 87.60	
2021	$ 91.98	$ 81.60	$ 91.98	$ 91.98	

Disposal Site		Type	Gate Rate	PA Fee	Antrim Twp.	Franklin Co.	Adams Co.	Total Fees	First Yr. Base Rate
BU # 2086	Mountainview	MSW	$ 69.20	$ 6.25	$ 1.66	$ 1.74	$ 0.25	$ 9.90	$ 59.30
BU # 2086	Mountainview	C&D	$ 62.50	$ 6.25	$ 1.66	$ 1.74	$ 0.25	$ 9.90	$ 52.60

Form B -Reserved Capacity FACILITY: Mountain View Reclamation Landfill

Types and Quantities of Municipal Solid Waste Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	100	25	2	20		147
Tons Per Year	30,000	7,000	500	6,000		43,500
2013						
Tons Per Day						
Tons Per Year						
2014						
Tons Per Day						
Tons Per Year						
2015						
Tons Per Day						
Tons Per Year						
2016						
Tons Per Day						
Tons Per Year						
2017						
Tons Per Day						
Tons Per Year						
2018						
Tons Per Day						
Tons Per Year						
2019						
Tons Per Day						
Tons Per Year						
2020						
Tons Per Day						
Tons Per Year						
2021						
Tons Per Day						
Tons Per Year						

Form B - Part II Reserved Capacity

Mountain View Reclamation Landfill

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	250,154	17.5%	43,500	310	140
2013	252,555				
2014	254,955				
2015	257,355				
2016	259,964				
2017	262,573				
2018	265,181				
2019	267,790				
2020	270,399				
2021	272,988				

Operating hours from 7:00 AM to 4:00 PM Monday through Friday and from 7:00 AM to 11:00 AM on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 50 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Waste Management of Pennsylvania, Inc.

Address: 444 Oxford Valley Road, Suite 220, Langhorne, PA 19047

Attention: Charles Raudenbush, Jr.

With a copy to: Legal Department Attention: Jeff Viola

100 Brandywine Blvd.

Newtown, PA 18940

Land Air Water Legal Solutions LLC

David W. Buzzell
dbuzzell@landairwater.com
610.898.3860

February 13, 2012

Mr. Thomas Imphong, Executive Director
Cumberland County Recycling & Waste Authority
7 Irvine Row
Carlisle, PA 17013

Re: Cumberland County Request for Proposals for
Municipal Solid Waste Disposal Capacity 2012-2021.

Dear Mr. Imphong:

The Pennsylvania Waste Industries Association ("PWIA") submits these comments in response to Cumberland County's Request for Proposals for Municipal Solid Waste Disposal Capacity 2012-2021. PWIA is the Pennsylvania chapter of the National Solid Wastes Management Association, a non-profit organization that represents the interests of the North American waste services industry. PWIA members include both privately held and publicly traded companies, and own and operate numerous commercial solid waste facilities throughout the Commonwealth. In addition to solid waste landfills, our members operate resource recovery facilities, recycling facilities, transfer stations and collection operations. PWIA's missions are to advance the safe, efficient and environmentally responsible management of solid waste, and to promote sound public policy affecting the management of solid waste.

In developing these comments, the following documents were reviewed:

- The Request for Proposals, Municipal Solid Waste Disposal Capacity, 2012-2021, dated on or about December 27, 2011, and prepared for The Cumberland County Recycling & Waste Authority and The Cumberland County Board of Commissioners; and
- The Cumberland County Municipal Waste Management Plan, Final February 1997, prepared by Gannett Fleming, Inc., for the Solid Waste Authority of Cumberland County, as revised April 23, 1999, February 14, 2001, and December 9, 2003 (Resolution No. 2003-28).

Based on its review of these documents, PWIA submits the following comments and objections:

First, the timeline of events related to the Request for Proposals for Municipal Solid Waste Disposal Capacity ("RFP") is unclear. As stated in the current and prior versions of the Cumberland County Municipal Waste Management Plan at Section 7.5, and as required under the Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101"), 53 P.S. §4000.100, *et seq*., the 10-year plan and draft implementing documents are to be submitted and approved by DEP *before* any individual processing or disposal facility is required to agree to a new 10-year waste disposal capacity agreement. While responses to the RFP are due February 21, 2012, the Effective Date set forth in Section II of the form Municipal Waste Disposal Services Contract indicates that disposal service is to commence January 1, 2012. In contrast, PWIA has been advised that the County is still in the process of developing its Act 101 Plan Revision, which is currently not scheduled to be completed until June 2012. PWIA requests that the sequence of events be clarified and be consistent with the requirements of Act 101.

Second, Section 2 of the RFP sets forth a detailed list of Evaluation Criteria, to be utilized by the County of Cumberland and the Cumberland County Recycling & Waste Authority "in evaluating and ranking proposals." While the list is not inconsistent with those utilized in prior RFPs, several of the criteria – such as "Financial Stability," "Regulatory Compliance" and "Technical Design and Operational Plan" -- are within the exclusive jurisdiction of DEP, not County government. The Pennsylvania Department of Environmental Protection ("DEP") is charged by statute and regulation to ensure the financial assurance of each operator and disposal facility in the Commonwealth of Pennsylvania, including both closure and post-closure bonding and pollution liability insurance. See, 35 P.S. §6018.502(e) and §6018.505, and 25 Pa Code §271.301, *et seq*. DEP is specifically vested with the exclusive authority under the Solid Waste Management Act (35 P.S. §6018.101, et seq.) and its regulations to investigate the compliance history of an individual applicant to determine, *inter alia*, its "intent, willingness and ability" to comply with the laws of the Commonwealth. These rules and regulations also establish detailed design and operating requirements that are pre-determined by the Commonwealth and DEP to ensure sound and reliable environmentally safe facilities which meet Federal, State and Local regulatory standards for municipal solid waste management. As such, these criteria are effectively subsumed within the RFP criterion "Operating Permit Status and Capacity." To the extent the County is intending to duplicate that effort, it is beyond the scope of the County's authority. As long as a specific processing or disposal facility holds a valid DEP permit, and/or license, which has not been suspended or revoked, that should end the inquiry for the County.

Finally, PWIA objects to the solicitation in Section 6 of the RFP, "Voluntary Support for Local Programs," as an inappropriate attempt to circumvent the Pennsylvania appellate case law, and DEP affirmations, establishing that such fees (a/k/a administrative fees, licensing fees, etc.) are a direct violation of Act 101, and any plan or plan revision that requires or even suggests such a fee is unlawful. While couched as "voluntary" and "not part of the evaluation criteria" (see RFP, p.12), the inclusion of the County's solicitation for financial sponsorships within the RFP document strongly suggests a link between the response to the RFP and the Contractor's willingness to provide the requested "support." Moreover, the use of a "separate, sealed envelope" that "does not get opened unless the Contractor's proposal is selected" does not redress the situation. What prevents an aggressive responder from disclosing the content of their generous "support" in an effort to gain a competitive advantage? Once disclosed, it would seem difficult, at best, to re-level the playing field, especially in light of the extensive discussion of financial need and dour consequences to the citizens of Cumberland County if that need is not met. PWIA objects to the inclusion of Section 6 in the RFP.

PWIA thanks you for the opportunity to comment on this RFP. Please do not hesitate to contact me with any questions or concerns.

Very truly yours,

David W. Buzzell

DWB

Cc: Tim O'Donnell, President
Mary Webber

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

AND Waste Management of Pennsylvania, Inc. Shade Landfill (Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 101421 issued by PA DEP is located in Shade Township (Municipality)(ies), Somerset County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

WHEREAS, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all Municipal Waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the Municipal Waste processing or disposal facilities where the Municipal Waste generated within Cumberland County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Cumberland County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Contract, shall have the following meanings:

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988.

Affiliate Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) -Large items of Refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste -All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste – Municipal Solid waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract -The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

Department or DEP The Pennsylvania Department of Environmental Protection (DEP).

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Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector -Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

Hazardous Waste -A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

Leaf Waste -Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program A source separation and collection program for recycling Municipal Waste, or a program of designated drop-off points or collection centers for recycling Municipal Waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipality -Any city, borough, incorporated town, township or county or any municipal authority-created by any of the forejoining.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

Permit -A permit issued by the Pennsylvania DEP to operate a Municipal Waste disposal, processing or transfer station facility.

Permit Area -The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal – Complete response to the Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Waste.

Refuse -Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

Remaining Permitted Capacity -At any time the remaining weight or volume of Municipal Waste that can be disposed at a permitted Municipal Waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

Residual Waste -Any Garbage, Refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

Resource Recovery Facility -A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from Municipal Waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling Municipal Waste, or any source separation or collection center for composting leaf waste.

Rubbish -Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge -The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge -Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses. Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and process and (dispose) specified quantities and types of Municipal Waste originating from sources located in Cumberland County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of Municipal Waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B:

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of Municipal Waste shall be as listed on Form A.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of Municipal Waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the hours shown on Form B, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New year's Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Cumberland County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

C. The Contractor may also request consent of the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The County shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The Contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's Municipal Waste processing, Landfill or Resource Recovery Facility or, in the case of a transfer station, to weigh all Municipal Waste delivered to the County designated processing or disposal facility by the transfer station. The scale used to weigh Municipal Waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

A. The total weight of each type of Municipal Waste received at the facility from all sources;

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms approved by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause County to be added as an additional insured on all policies of insurance required under the terms of this Contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages would be considered a default by the Contractor in accordance with the provisions of the Contract.

VI. NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin or any other protected category.

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

Barbara B Close CHAIR DATE 8-9-12

ATTEST: Jon Burkhart

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

Robert J. Moore

ATTEST:

CONTRACTOR

CONTRACTOR: John S. Skoutelas

WITNESS:

Charles Raudenbush, Jr.

TITLE: John S. Skoutelas
Vice President

Form A – Cost of Disposal

Shade

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	See Attached					
List Name of Fee, Tax, Surcharge below.	List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW					
Total Tipping Fee including all fees and surcharges						

Shade				
Contract	Municipal	C&D	Sewage Sludge	ICW	Other
Year	Price / Ton	Price / Ton	Price / Ton	Price / Ton	Price / Ton
2012	$ 43.29	$ 43.79	$ 43.79	$ 43.79	
2013	$ 45.45	$ 45.98	$ 45.98	$ 45.98	
2014	$ 47.72	$ 48.28	$ 48.28	$ 48.28	
2015	$ 50.11	$ 50.69	$ 50.69	$ 50.69	
2016	$ 52.62	$ 53.22	$ 53.22	$ 53.22	
2017	$ 55.25	$ 55.88	$ 55.88	$ 55.88	
2018	$ 58.01	$ 58.67	$ 58.67	$ 58.67	
2019	$ 60.91	$ 61.60	$ 61.60	$ 61.60	
2020	$ 63.96	$ 64.68	$ 64.68	$ 64.68	
2021	$ 67.16	$ 67.91	$ 67.91	$ 67.91	

Disposal Site		Type	Gate Rate	PA Fee	Somerset	Shade Twp.	Total Fees	First Yr. Base Rate
BU # 231	Shade	MSW	$ 53.00	$ 6.25	$ 1.70	$ 1.76	$ 9.71	$ 43.29
BU # 231	Shade	C&D	$ 53.50	$ 6.25	$ 1.70	$ 1.76	$ 9.71	$ 43.79

Form B -Reserved Capacity FACILITY: Shade Landfill

Types and Quantities of Municipal Solid Waste — Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	50	25	2	20		97
Tons Per Year	15,000	7,000	500	6,000		28,500
2013						
Tons Per Day						
Tons Per Year						
2014						
Tons Per Day						
Tons Per Year						
2015						
Tons Per Day						
Tons Per Year						
2016						
Tons Per Day						
Tons Per Year						
2017						
Tons Per Day						
Tons Per Year						
2018						
Tons Per Day						
Tons Per Year						
2019						
Tons Per Day						
Tons Per Year						
2020						
Tons Per Day						
Tons Per Year						
2021						
Tons Per Day						
Tons Per Year						

Form B - Part II Reserved Capacity Shade Landfill

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	250,154	11.5%	28,500	310	92
2013	252,555				
2014	254,955				
2015	257,355				
2016	259,964				
2017	262,573				
2018	265,181				
2019	267,790				
2020	270,399				
2021	272,988				

Operating hours from 6:00 AM to 6:00 PM Monday through Friday and from 6:00 AM to 1:00 PM on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 50 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Waste Management of Pennsylvania, Inc.

Address: 444 Oxford Valley Road, Suite 220, Langhorne, PA 19047

Attention: Charles Raudenbush, Jr.

With a copy to: Legal Department Attention: Jeff Viola

100 Brandywine Blvd.

Newtown, PA 18940

Land Air Water Legal Solutions LLC

David W. Buzzell
dbuzzell@landairwater.com
610.898.3860

February 13, 2012

Mr. Thomas Imphong, Executive Director
Cumberland County Recycling & Waste Authority
7 Irvine Row
Carlisle, PA 17013

Re: Cumberland County Request for Proposals for Municipal Solid Waste Disposal Capacity 2012-2021.

Dear Mr. Imphong:

The Pennsylvania Waste Industries Association ("PWIA") submits these comments in response to Cumberland County's Request for Proposals for Municipal Solid Waste Disposal Capacity 2012-2021. PWIA is the Pennsylvania chapter of the National Solid Wastes Management Association, a non-profit organization that represents the interests of the North American waste services industry. PWIA members include both privately held and publicly traded companies, and own and operate numerous commercial solid waste facilities throughout the Commonwealth. In addition to solid waste landfills, our members operate resource recovery facilities, recycling facilities, transfer stations and collection operations. PWIA's missions are to advance the safe, efficient and environmentally responsible management of solid waste, and to promote sound public policy affecting the management of solid waste.

In developing these comments, the following documents were reviewed:

- The Request for Proposals, Municipal Solid Waste Disposal Capacity, 2012-2021, dated on or about December 27, 2011, and prepared for The Cumberland County Recycling & Waste Authority and The Cumberland County Board of Commissioners; and
- The Cumberland County Municipal Waste Management Plan, Final February 1997, prepared by Gannett Fleming, Inc., for the Solid Waste Authority of Cumberland County, as revised April 23, 1999, February 14, 2001, and December 9, 2003 (Resolution No. 2003-28).

Based on its review of these documents, PWIA submits the following comments and objections:

First, the timeline of events related to the Request for Proposals for Municipal Solid Waste Disposal Capacity ("RFP") is unclear. As stated in the current and prior versions of the Cumberland County Municipal Waste Management Plan at Section 7.5, and as required under the Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101"), 53 P.S. §4000.100, *et seq*., the 10-year plan and draft implementing documents are to be submitted and approved by DEP *before* any individual processing or disposal facility is required to agree to a new 10-year waste disposal capacity agreement. While responses to the RFP are due February 21, 2012, the Effective Date set forth in Section II of the form Municipal Waste Disposal Services Contract indicates that disposal service is to commence January 1, 2012. In contrast, PWIA has been advised that the County is still in the process of developing its Act 101 Plan Revision, which is currently not scheduled to be completed until June 2012. PWIA requests that the sequence of events be clarified and be consistent with the requirements of Act 101.

Second, Section 2 of the RFP sets forth a detailed list of Evaluation Criteria, to be utilized by the County of Cumberland and the Cumberland County Recycling & Waste Authority "in evaluating and ranking proposals." While the list is not inconsistent with those utilized in prior RFPs, several of the criteria – such as "Financial Stability," "Regulatory Compliance" and "Technical Design and Operational Plan" -- are within the exclusive jurisdiction of DEP, not County government. The Pennsylvania Department of Environmental Protection ("DEP") is charged by statute and regulation to ensure the financial assurance of each operator and disposal facility in the Commonwealth of Pennsylvania, including both closure and post-closure bonding and pollution liability insurance. See, 35 P.S. §6018.502(e) and §6018.505, and 25 Pa Code §271.301, *et seq*. DEP is specifically vested with the exclusive authority under the Solid Waste Management Act (35 P.S. §6018.101, et seq.) and its regulations to investigate the compliance history of an individual applicant to determine, *inter alia*, its "intent, willingness and ability" to comply with the laws of the Commonwealth. These rules and regulations also establish detailed design and operating requirements that are pre-determined by the Commonwealth and DEP to ensure sound and reliable environmentally safe facilities which meet Federal, State and Local regulatory standards for municipal solid waste management. As such, these criteria are effectively subsumed within the RFP criterion "Operating Permit Status and Capacity." To the extent the County is intending to duplicate that effort, it is beyond the scope of the County's authority. As long as a specific processing or disposal facility holds a valid DEP permit, and/or license, which has not been suspended or revoked, that should end the inquiry for the County.

Finally, PWIA objects to the solicitation in Section 6 of the RFP, "Voluntary Support for Local Programs," as an inappropriate attempt to circumvent the Pennsylvania appellate case law, and DEP affirmations, establishing that such fees (a/k/a administrative fees, licensing fees, etc.) are a direct violation of Act 101, and any plan or plan revision that requires or even suggests such a fee is unlawful. While couched as "voluntary" and "not part of the evaluation criteria" (see RFP, p.12), the inclusion of the County's solicitation for financial sponsorships within the RFP document strongly suggests a link between the response to the RFP and the Contractor's willingness to provide the requested "support." Moreover, the use of a "separate, sealed envelope" that "does not get opened unless the Contractor's proposal is selected" does not redress the situation. What prevents an aggressive responder from disclosing the content of their generous "support" in an effort to gain a competitive advantage? Once disclosed, it would seem difficult, at best, to re-level the playing field, especially in light of the extensive discussion of financial need and dour consequences to the citizens of Cumberland County if that need is not met. PWIA objects to the inclusion of Section 6 in the RFP.

PWIA thanks you for the opportunity to comment on this RFP. Please do not hesitate to contact me with any questions or concerns.

Very truly yours,

David W. Buzzell

DWB

Cc: Tim O'Donnell, President
Mary Webber

MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered this 9th day of August, 2012 by and between

THE COUNTY OF CUMBERLAND and, THE CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY, Cumberland County, Pennsylvania, hereinafter jointly referred to as the "County"

Waste Management of Pennsylvania, Inc. AND _____
Southern Alleghenies
(Name of Facility/Parent Company) hereinafter referred to as the "Contractor"

whose permitted landfill Permit No 100081 issued by PADEP
is located in Conemaugh Township (Municipality)(ies),
Somerset County, PA State.

WITNESSETH:

WHEREAS, the Cumberland County Board of Commissioners, acting through the Cumberland County Recycling & Waste Authority, have developed and adopted the 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Cumberland County have duly approved and ratified this 1990 Municipal Waste Management Plan for Cumberland County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1990 Municipal Waste Management Plan for Cumberland County and its revisions in 2000 and 2012 requires that all Municipal Waste generated within Cumberland County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Cumberland County; and

WHEREAS, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all Municipal Waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as one of the Municipal Waste processing or disposal facilities where the Municipal Waste generated within Cumberland County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the goals of the Municipal Waste Management Plan for Cumberland County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Contract, shall have the following meanings:

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill or Resource Recovery Facility, in accordance with its Permit for a Solid Waste Disposal and/or Processing Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Landfill or Resource Recovery Facility's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988.

Affiliate Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) -Large items of Refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste -All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste – Municipal Solid waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract -The Municipal Waste Disposal Service Contract, between the County and the Contractor.

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Cumberland, Pennsylvania, acting by and through the Cumberland County Cumberland County Board of Commissioners and the Cumberland County Recycling & Waste Authority or their designated representative.

Cumberland County- a fourth class county located in the Commonwealth of Pennsylvania

Cumberland County Recycling & Waste Authority – An authority, created by the Cumberland County Board of Commissioners under the the Pennsylvania Municipality Authorities Act (53 Pa. C.S.A. Ch. 56), delegated with the responsibility of developing and implementing the Cumberland County Municipal Solid Waste management Act and associated programs and services.

Department or DEP The Pennsylvania Department of Environmental Protection (DEP).

Domestic or Residential Waste -Solid waste comprised of Garbage and Rubbish, which normally originates from residential private households or apartment houses.

Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector -Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

Hazardous Waste -A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

Leaf Waste -Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Municipal Recycling Program A source separation and collection program for recycling Municipal Waste, or a program of designated drop-off points or collection centers for recycling Municipal Waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipality -Any city, borough, incorporated town, township or county or any municipal authority-created by any of the forejoining.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

Operator Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Pennsylvania Municipality Authorities Act (53 Pa. C.S. Ch. 56)- the law governing municipal authorities in Pennsylvania.

Permit -A permit issued by the Pennsylvania DEP to operate a Municipal Waste disposal, processing or transfer station facility.

Permit Area -The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal – Complete response to the Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

"Put or Pay"- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Waste.

Refuse -Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

Remaining Permitted Capacity -At any time the remaining weight or volume of Municipal Waste that can be disposed at a permitted Municipal Waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

Residual Waste -Any Garbage, Refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

Resource Recovery Facility -A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from Municipal Waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling Municipal Waste, or any source separation or collection center for composting leaf waste.

Rubbish -Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge -The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge -Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the Landfill or Resource Recovery Facility pursuant to the provisions of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the Landfill or Resource Recovery Facility, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Disposal site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Landfill or Resource Recovery Facility in its Plan as a designated non-exclusive processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective on the date set forth below. The contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on January 1, 2012 or such date as the Landfill or Resource Recovery Facility with a pending permit application receives a permit approved by the DEP (or the equivalent regulatory agency in state which the facility is located) for receipt of Municipal Waste under the Permit.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP (or the equivalent regulatory agency in state which the facility is located) Permit for the Landfill or Resource Recovery Facility, or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to

submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Cumberland County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste disposal cost (i.e., any disposal cost in excess of the amount that haulers normally would have paid for disposal of the same amount of waste at the Contractors' Landfill or Resource Recovery Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Landfill or Resource Recovery Facility) if any, that the haulers have incurred for transportation and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports. in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of $300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot, insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld) .The delegation of any Contract duties will require the written consent of the surety for the Contractor's performance bond, since such delegation will not relieve the Contractor or his surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Landfill or Resource Recovery Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws

or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Disposal Capacity Contract between the County and the Contractor, superseding all prior disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste disposal contracts between them are hereby rendered null and void and superseded by this Contract. Any existing Host County Fee Agreements between the parties shall remain in full force and effect not withstanding any provisions of this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the Request For Proposals (RFP) submitted by Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses. Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

County: Cumberland County Recycling and Waste Authority
7 Irvine Row, Carlisle, PA 17013 Attention: Mr. Thomas Imphong, Executive Director

Contractor Notice Address as shown on Form B.

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III. SERVICE, OPERATIONS AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept and process and (dispose) specified quantities and types of Municipal Waste originating from sources located in Cumberland County, in accordance with all applicable Federal, state and local regulations. Nothing herein shall prohibit any Contractor from entering into any separate contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of Municipal Waste that will be accepted at the Contractor's facility under this contract shall be those as listed in Form B:

Annual adjustments to the maximum Municipal Waste quantities may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of Municipal Waste shall be as listed on Form A.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's facility under this Contract will be delivered to the Contractor's facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act 90 as well as those regularly engaged in the business of waste transportation but are exempt. Only Municipal Waste materials delivered to the Contractor's facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of Municipal Waste from waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 during the hours shown on Form B, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New year's Day). In the event of any lengthy travel time from sources in the County to an out-of-county disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Cumberland County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporter authorized by the Pennsylvania Waste Transportation Safety Act 90 regarding the acceptance of waste materials at his

facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Cumberland County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected by the County in its recycling program are being routinely delivered to Contractor for waste disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the facility by the haulers registered by the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90 shall be responsible for the prompt removal and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping tees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt, that is greater than the maximum rates established by this Contract for each type of waste. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

C. The Contractor may also request consent of the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The County shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the $3.25/ton surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania landfill facilities by Act 101 ($3.00/ton surcharge for resource recovery facilities), or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. **RESERVED** County Administration/Recycling Surcharge

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The Contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's Municipal Waste processing, Landfill or Resource Recovery Facility or, in the case of a transfer station, to weigh all Municipal Waste delivered to the County designated processing or disposal facility by the transfer station. The scale used to weigh Municipal Waste shall conform to the Weights and Measurement Act of 1965 (73 P.S. sections 1651- 1692) and applicable regulations thereunder; the operator of the scale shall be a licensed public weighmaster under the Public Weighmasters Act (13 P.S. sections 1771-1796) and any regulations.

2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

A. The total weight of each type of Municipal Waste received at the facility from all sources;

B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and

C. The name of each waste hauler or transporter delivering Municipal Waste to the facility.

3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms approved by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;

B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Cumberland County.

c. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County;

D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Cumberland County; and

E. A summary of the total weight, by municipality, of Municipal Waste received from each municipality in Cumberland County delivering Municipal Waste to the Contractor during each month.

4. Annual Operation Report

The Contractor shall prepare and submit on forms approved by the County an annual operation report for each calendar year or other fiscal year approved by the County. The annual operation report shall be submitted to the County on or before June 30th of each year unless an alternate submission date is approved by the County. At a minimum, the following information shall be included in the annual operational report:

A. The total weight of each type of Municipal Waste received from all sources during the annual reporting period;

B. The names of the waste haulers or transporters and self- haulers that delivered waste originating from sources in Cumberland County;

C. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Cumberland County; and

D. A summary of the total weight, by municipality, of each type of Municipal Waste received each month from all waste haulers delivering waste originating from sources in Cumberland county;

E.. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;

F. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

G. For resource recovery or Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

H. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the facility during the year; and

I. If available to the Contractor, Certificate of good standing- from its bonding company.

J. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

A. Changes in the permitted site volume or capacity,

B. Changes in the permitted average and/or maximum daily waste volume or loading rates,

C. Changes in the excavation contours or final contours, including the final elevations and slopes,

D. Changes in the permitted acreage, and

E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste disposal services under this Contract. Contractor shall cause County to be added as an additional insured on all policies of insurance required under the terms of this Contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

A. States the name of the insurance company, the insured owner and facility covered by the policy.

B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.

C. Identifies the beginning and ending dates for the policy.

D. Specifies that a minimum 120-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.

E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.

F. Be signed by an authorized, licensed agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages would be considered a default by the Contractor in accordance with the provisions of the Contract.

VI. NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin or any other protected category.

VII. INDEMNIFICATION

The Contractor or its successors and assign shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims,

demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 Pa. C.S. § 6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF CUMBERLAND,

BOARD OF COMMISSIONERS

CHAIR DATE 8-5-12

ATTEST:

CHIEF CLERK

(SEAL)

CUMBERLAND COUNTY RECYCLING & WASTE AUTHORITY

ATTEST:

CONTRACTOR

CONTRACTOR: John S. Skoutelas

WITNESS: Charles Raudenbush, Jr.

TITLE: John S. Skoutelas
Vice President

Form A – Cost of Disposal

Southern Alleghenies

Maximum Tipping Fees Per Ton For Each Category of Waste The maximum tipping fee shall not exceed the posted gate rate. Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities Show a breakdown of those fees in the following table						
	MSW	Construction Demolition	Sewage Sludge	Approved ICW	Other	Other
Base Tipping Fee (without taxes, and other fees)	See Attached					
List Name of Fee, Tax, Surcharge below.	List Amount for Each Fees, Taxes, Surcharges that will apply to Cumberland County MSW					
Total Tipping Fee including all fees and surcharges						

Southern Alleghenies

Contract Year	Municipal Price / Ton	C&D Price / Ton	Sewage Sludge Price / Ton	ICW Price / Ton	Other Price / Ton
2012	$ 50.22	$ 50.22	$ 50.22	$ 50.22	
2013	$ 52.73	$ 52.73	$ 52.73	$ 52.73	
2014	$ 55.37	$ 55.37	$ 55.37	$ 55.37	
2015	$ 58.14	$ 58.14	$ 58.14	$ 58.14	
2016	$ 61.05	$ 61.05	$ 61.05	$ 61.05	
2017	$ 64.10	$ 64.10	$ 64.10	$ 64.10	
2018	$ 67.31	$ 67.31	$ 67.31	$ 67.31	
2019	$ 70.68	$ 70.68	$ 70.68	$ 70.68	
2020	$ 74.21	$ 74.21	$ 74.21	$ 74.21	
2021	$ 77.92	$ 77.92	$ 77.92	$ 77.92	

Disposal Site		Type	Gate Rate	PA Fee	Somerset	Conemaugh	Total Fees	First Yr. Base Rate
BU # 64	Shade	MSW	$ 59.50	$ 6.25	$ 1.73	$ 1.30	$ 9.28	$ 50.22
BU # 64	Shade	C&D	$ 59.50	$ 6.25	$ 1.73	$ 1.30	$ 9.28	$ 50.22

Form B -Reserved Capacity FACILITY: Southern Alleghenies Landfill

Types and Quantities of Municipal Solid Waste Specify tons per day and tons per year

Year	MSW Only	C&D	Sludge	Other	Other	Total
2012						
Tons Per Day	50	25	2	20		97
Tons Per Year	15,000	7,000	500	6,000		28,500
2013						
Tons Per Day						
Tons Per Year						
2014						
Tons Per Day						
Tons Per Year						
2015						
Tons Per Day						
Tons Per Year						
2016						
Tons Per Day						
Tons Per Year						
2017						
Tons Per Day						
Tons Per Year						
2018						
Tons Per Day						
Tons Per Year						
2019						
Tons Per Day						
Tons Per Year						
2020						
Tons Per Day						
Tons Per Year						
2021						
Tons Per Day						
Tons Per Year						

Form B - Part II Reserved Capacity

Southern Alleghenies Landfill

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL CUMBERLAND MSW TONS PER YEAR (all categories)	PERCENTAGE **Reserving Capacity for % of Cumberland MSW Annually**	ANNUAL TONS **Reserving Capacity for #Tons Cumberland MSW Annually**	OPERATING DAYS **Estimated Annual Working Days**	TONS PER DAY **Reserving Capacity for #Tons Cumberland MSW Daily**
2012	250,154	11.5%	28,500	310	92
2013	252,555				
2014	254,955				
2015	257,355				
2016	259,964				
2017	262,573				
2018	265,181				
2019	267,790				
2020	270,399				
2021	272,988				

Operating hours from 7:00 AM to 3:00 PM Monday through Friday
and from 7:00 AM to 3:00 PM on Saturdays,

Indicate tons of Cumberland County Municipal Waste donated by Contractor per year for non-profit activities including but not limited to road adoptions and open dump clean-ups: 50 tons

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: Waste Management of Pennsylvania, Inc.

Address: 444 Oxford Valley Road, Suite 220, Langhorne, PA 19047

Attention: Charles Raudenbush, Jr.

With a copy to: Legal Department Attention: Jeff Viola
100 Brandywine Blvd.
Newtown, PA 18940

Land Air Water Legal Solutions LLC

David W. Buzzell
dbuzzell@landairwater.com
610.898.3860

February 13, 2012

Mr. Thomas Imphong, Executive Director
Cumberland County Recycling & Waste Authority
7 Irvine Row
Carlisle, PA 17013

Re: Cumberland County Request for Proposals for
Municipal Solid Waste Disposal Capacity 2012-2021.

Dear Mr. Imphong:

The Pennsylvania Waste Industries Association ("PWIA") submits these comments in response to Cumberland County's Request for Proposals for Municipal Solid Waste Disposal Capacity 2012-2021. PWIA is the Pennsylvania chapter of the National Solid Wastes Management Association, a non-profit organization that represents the interests of the North American waste services industry. PWIA members include both privately held and publicly traded companies, and own and operate numerous commercial solid waste facilities throughout the Commonwealth. In addition to solid waste landfills, our members operate resource recovery facilities, recycling facilities, transfer stations and collection operations. PWIA's missions are to advance the safe, efficient and environmentally responsible management of solid waste, and to promote sound public policy affecting the management of solid waste.

In developing these comments, the following documents were reviewed:

- The Request for Proposals, Municipal Solid Waste Disposal Capacity, 2012-2021, dated on or about December 27, 2011, and prepared for The Cumberland County Recycling & Waste Authority and The Cumberland County Board of Commissioners; and
- The Cumberland County Municipal Waste Management Plan, Final February 1997, prepared by Gannett Fleming, Inc., for the Solid Waste Authority of Cumberland County, as revised April 23, 1999, February 14, 2001, and December 9, 2003 (Resolution No. 2003-28).

Based on its review of these documents, PWIA submits the following comments and objections:

First, the timeline of events related to the Request for Proposals for Municipal Solid Waste Disposal Capacity ("RFP") is unclear. As stated in the current and prior versions of the Cumberland County Municipal Waste Management Plan at Section 7.5, and as required under the Municipal Waste Planning, Recycling and Waste Reduction Act ("Act 101"), 53 P.S. §4000.100, *et seq*., the 10-year plan and draft implementing documents are to be submitted and approved by DEP *before* any individual processing or disposal facility is required to agree to a new 10-year waste disposal capacity agreement. While responses to the RFP are due February 21, 2012, the Effective Date set forth in Section II of the form Municipal Waste Disposal Services Contract indicates that disposal service is to commence January 1, 2012. In contrast, PWIA has been advised that the County is still in the process of developing its Act 101 Plan Revision, which is currently not scheduled to be completed until June 2012. PWIA requests that the sequence of events be clarified and be consistent with the requirements of Act 101.

Second, Section 2 of the RFP sets forth a detailed list of Evaluation Criteria, to be utilized by the County of Cumberland and the Cumberland County Recycling & Waste Authority "in evaluating and ranking proposals." While the list is not inconsistent with those utilized in prior RFPs, several of the criteria – such as "Financial Stability," "Regulatory Compliance" and "Technical Design and Operational Plan" -- are within the exclusive jurisdiction of DEP, not County government. The Pennsylvania Department of Environmental Protection ("DEP") is charged by statute and regulation to ensure the financial assurance of each operator and disposal facility in the Commonwealth of Pennsylvania, including both closure and post-closure bonding and pollution liability insurance. See, 35 P.S. §6018.502(e) and §6018.505, and 25 Pa Code §271.301, *et seq*. DEP is specifically vested with the exclusive authority under the Solid Waste Management Act (35 P.S. §6018.101, et seq.) and its regulations to investigate the compliance history of an individual applicant to determine, *inter alia*, its "intent, willingness and ability" to comply with the laws of the Commonwealth. These rules and regulations also establish detailed design and operating requirements that are pre-determined by the Commonwealth and DEP to ensure sound and reliable environmentally safe facilities which meet Federal, State and Local regulatory standards for municipal solid waste management. As such, these criteria are effectively subsumed within the RFP criterion "Operating Permit Status and Capacity." To the extent the County is intending to duplicate that effort, it is beyond the scope of the County's authority. As long as a specific processing or disposal facility holds a valid DEP permit, and/or license, which has not been suspended or revoked, that should end the inquiry for the County.

Finally, PWIA objects to the solicitation in Section 6 of the RFP, "Voluntary Support for Local Programs," as an inappropriate attempt to circumvent the Pennsylvania appellate case law, and DEP affirmations, establishing that such fees (a/k/a administrative fees, licensing fees, etc.) are a direct violation of Act 101, and any plan or plan revision that requires or even suggests such a fee is unlawful. While couched as "voluntary" and "not part of the evaluation criteria" (see RFP, p.12), the inclusion of the County's solicitation for financial sponsorships within the RFP document strongly suggests a link between the response to the RFP and the Contractor's willingness to provide the requested "support." Moreover, the use of a "separate, sealed envelope" that "does not get opened unless the Contractor's proposal is selected" does not redress the situation. What prevents an aggressive responder from disclosing the content of their generous "support" in an effort to gain a competitive advantage? Once disclosed, it would seem difficult, at best, to re-level the playing field, especially in light of the extensive discussion of financial need and dour consequences to the citizens of Cumberland County if that need is not met. PWIA objects to the inclusion of Section 6 in the RFP.

PWIA thanks you for the opportunity to comment on this RFP. Please do not hesitate to contact me with any questions or concerns.

Very truly yours,

David W. Buzzell

DWB

Cc: Tim O'Donnell, President
Mary Webber