

Appendix B

Solicitation for Disposal Capacity Contract Provisions

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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 Carteau, 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.

Carteau 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," Carteau 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 in-

cludes 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.

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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., Prevaling 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.

REQUEST FOR PROPOSALS

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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

Michele Nestor
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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.

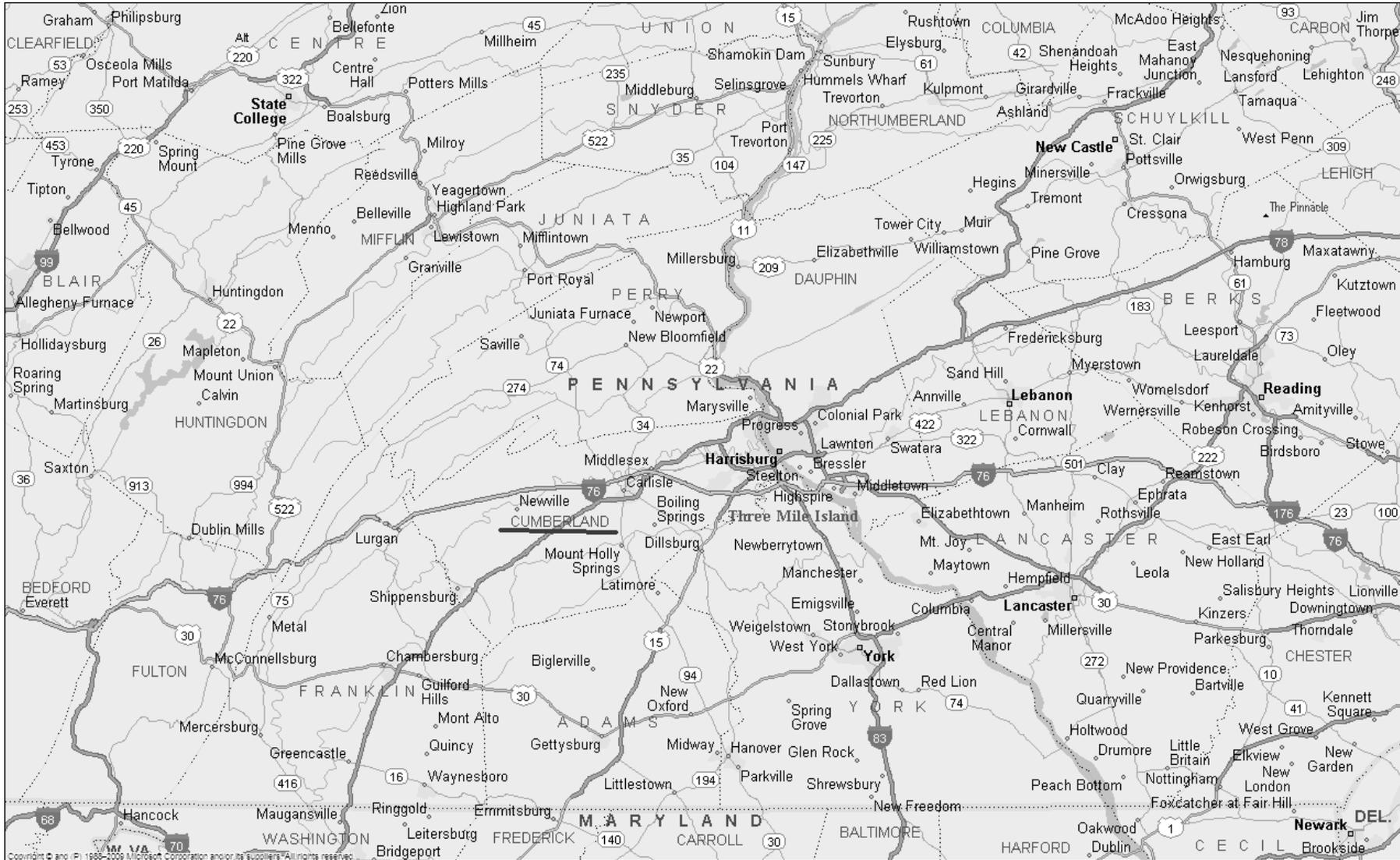
PROJECTED LANDFILL CAPACITY REQUIREMENTS

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 foregoing.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste

from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source separated recyclable materials or material approved by DEP for beneficial use.

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

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

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 defective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's landfill of any minimum quantities of Municipal Waste 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 notwithstanding 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 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 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, 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 assigns shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and 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 a 10 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.

