

2022 CENTRE COUNTY SOLID WASTE MANAGEMENT PLAN

Prepared in Accordance with the provisions of The Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101 of 1988)

Prepared by

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A substantial revision of the 2015 Centre County Solid Waste Management Plan.



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EXECUTIVE SUMMARY

Centre County has been involved in planning the management of municipal waste since 1968, when the development of a county-wide plan was first initiated. As a result, Centre County adopted its first waste management plan in 1972, the Centre County Solid Waste Authority was created, and a privately owned landfill was placed under contract to the Authority and a Transfer Station was constructed and operated by the Authority. In 1985, Centre County updated its waste management plan to include the utilization of disposal facilities with the Clinton County Solid Waste Authority and the development of a recycling program. In 1988, the Pennsylvania General Assembly passed Act 101, which required each county to develop a municipal waste management plan with the guidance of an advisory committee. Each county plan must: 1) ensure that the county has ten years of disposal capacity, 2) provide for a full, fair and open discussion of alternative methods of municipal waste disposal and recycling, 3) ensure the development of a recycling program that is realistic and economically feasible, 4) address the reduction of the need for disposal capacity, 5) discuss the methods available to increase the number of pay-as-you-throw programs, 6) include discussion of reduction of per capita waste generation and 7) have a description of methods to educate residents about waste reduction and recycling. Although the 1985 plan was recognized as “grandfathered” by the Pennsylvania Department of Environmental Protection, Act 101 required that the plan be revised within two years of the effective date of the Act, and as such, a revised plan was submitted to the Department in 1990 and approved.

The 1990 plan has been revised substantially and non-substantially several times since then. All documents are available to the Department by contacting CCRRA.

In an effort to outline the Centre County Recycling and Refuse Authority’s new mission and vision statement, the following plan is presented.

MISSION STATEMENT

To enhance the quality of life in Centre County by providing environmentally sound and economically efficient integrated waste management, waste reduction and recycling services through cooperative work with the private sector and educational services.

VISION STATEMENT

CCRRA is the leader in achieving ZERO waste for Centre County.

HISTORY

Centre County is the fifth largest county in Pennsylvania, covering approximately 1,115 square miles, with a population of 158,757 people as of the 2020 Census. The County is subdivided into thirty-five municipalities (ten boroughs and twenty-five townships). The County is also home to the main campus of The Pennsylvania State University.

In accordance with the Pennsylvania Municipal Authorities Act, the Centre County Commissioners created the Centre County Solid Waste Authority in 1971. The Authority would become the implementing agency for the management of solid waste generated in Centre County.

In 1989, the Centre County Solid Waste Authority began the implementation of a major recycling program for the County. Construction began on an intermediate processing facility and the Authority began to purchase equipment necessary to provide residential curbside collection, commercial collection and drop-off service to County residents. Substantial funding, in excess of \$2,000,000, was received through DEP grant programs to initiate this recycling effort.

The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101 of 1988), was the driving force behind the County's efforts to undertake and provide adequate recycling and waste disposal services for County residents. This Act mandated that three Centre County municipalities provide curbside and commercial recycling collection services and that the County provide for ten years of disposal capacity for its municipal waste. A County Waste Management Ordinance was adopted by the Centre County Commissioners in 1991 to allow the Authority to effectively implement the 1990 Plan.

Recycling collection services were provided to approximately 15,000 residences, 500 commercial establishments and The Pennsylvania State University. Today, those numbers are in excess of 28,000 households served by the Authority, and nearly 1000 individual businesses. Over 63 recycling drop-off sites, comprised of more than 150 individual containers throughout the County, afford all residents the opportunity to recycle. Act 101 set a recycling goal of 25%, to be reached by 1997. In 1993, Centre County was one of six in Pennsylvania to attain that goal, with a rate of 27.5%. Today, Centre County boasts a recycling rate of over 50%. The Authority intends to maintain and increase recycling in Centre County as opportunities to do so arise. To that end, many recyclable commodities have been added to the program over the years.

In 2012, to more accurately reflect the Authority's role in county government, the CCSWA changed its name to the Centre County Recycling and Refuse Authority (CCRRA). As it marks its 50th year of service to county residents, the Authority continues to provide leadership and oversight of solid waste management practices. Grant writing assistance provided to county municipalities has resulted in more than \$40 million for the county's 35 municipalities and the Authority.

The Authority provides free services that include electronic drop off recycling, an annual household hazardous waste collection event, a quarterly newsletter and educational programs/tours, virtual or in person utilizing our on-site Interpretive Center.

TABLE ONE | Centre County Wasteshed Map

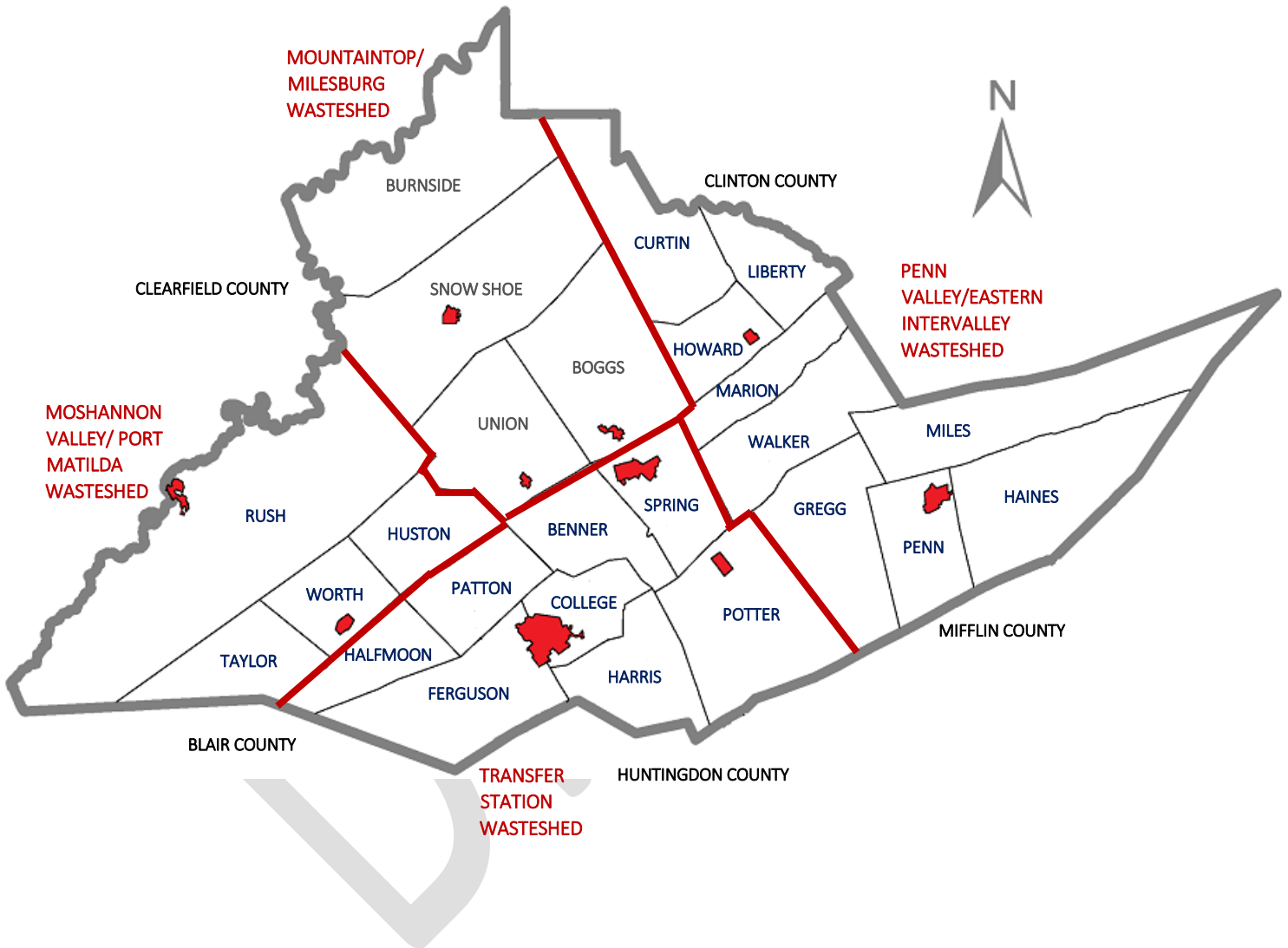


TABLE TWO | Township/Facility Designation List

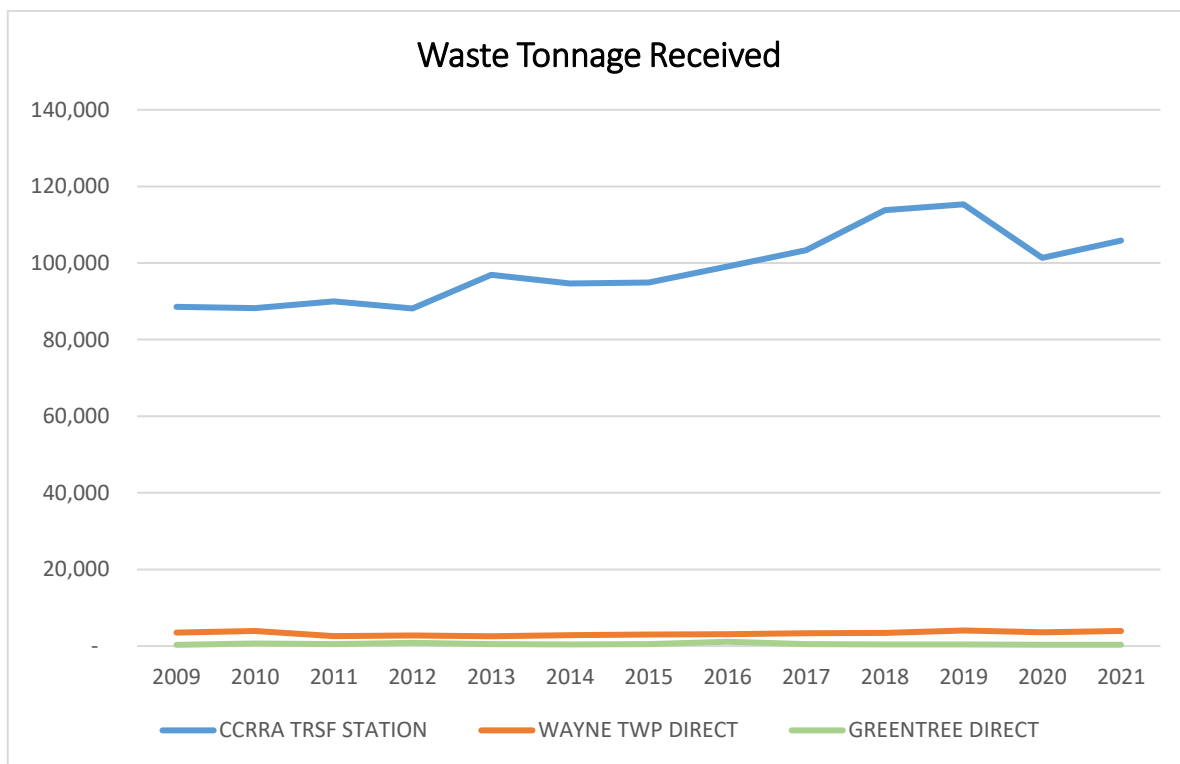
<u>MUNICIPALITY</u>	<u>WASTESHED</u>	<u>DESIGNATED DISPOSAL SITE OPTIONS</u>
Rush Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Philipsburg Boro	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Taylor Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Worth Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Huston Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Port Matilda Boro	MoValley/Port Matilda	Greentree Landfill or Transfer Station
BurnsideTownship	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Snow Shoe Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Snow Shoe Boro	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Union Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Unionville Boro	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Boggs Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Milesburg Boro	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Curtin Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Liberty Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Howard Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Howard Boro	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Marion Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Walker Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Miles Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Gregg Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Penn Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Haines Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Millheim Boro	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Halfmoon Township	Transfer Station	Transfer Station Only
Patton Township	Transfer Station	Transfer Station Only
Ferguson Township	Transfer Station	Transfer Station Only
State College Boro	Transfer Station	Transfer Station Only
College Township	Transfer Station	Transfer Station Only
Benner Township	Transfer Station	Transfer Station Only
Spring Township	Transfer Station	Transfer Station Only
Bellefonte Boro	Transfer Station	Transfer Station Only
Harris Township	Transfer Station	Transfer Station Only
Potter Township	Transfer Station	Transfer Station Only
Centre Hall Boro	Transfer Station	Transfer Station Only

CHAPTER 1 | DESCRIPTION of the WASTE

Enumerated in Table 3 below is historical disposal data from the last 13 years (2009 – 2021). Data is available back to 1993, if needed. Appendix 15 further discusses the composition of the waste in Centre County.

TABLE 3

TONS OF WASTE	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
CCRRA TRSF STATION	88,556	88,242	89,942	88,133	96,905	94,682	94,896	99,093	103,345	113,764	115,318	101,377	105,893
WAYNE TWP DIRECT	3,495	3,939	2,605	2,750	2,554	2,806	2,986	3,065	3,312	3,383	4,055	3,631	3,895
GREENTREE DIRECT	310	663	541	803	495	424	462	1,120	528	394	421	365	317
Total	92,361	92,844	93,088	91,686	99,954	97,912	98,344	103,278	107,185	117,541	119,794	105,373	110,105



OTHER WASTES

MEDICAL WASTES

The disposal of medical wastes is governed by DEP regulations. These regulations contain standards for storing, transporting and disposing of medical waste. There are a number of generators of such waste in Centre County, including doctors, dentists, the Rockview State Correctional Institution, Mount Nittany Medical Center and its affiliates, schools, funeral homes and veterinarians. Major physician groups in Centre County include: Mount Nittany Physician Group; Geisinger Scenery Park; and Geisinger Grays Woods. Centre County has approximately 62 dentists. There are approximately 12 veterinary practices in Centre County and approximately 7 funeral homes. Several options exist within the County for generators of medical waste. All of the generators of medical waste ship through a licensed transporter. A number of private sector firms are DEP permitted to transport and disposal of medical waste.

Generators currently have adequate disposal options available to them.

SLUDGE MANAGEMENT

The types of sludges addressed here come from sewage treatment facilities, water treatment facilities, septic tanks, portable toilets and holding tanks. Most of the sources of large amounts of sludge are generated by treatment plants operated by local authorities or state agencies. Those include Bellefonte Borough, Millheim Borough, the Pennsylvania State University, the University Area Joint Authority, Centre Hall – Potter Sewer Authority, and the Moshannon Valley Joint Authority. In an effort to ensure that there is sufficient disposal capacity for these sludges, the Authority will attempt to coordinate efforts to develop economical and environmentally sound methods for sludge disposal. Those landfills currently under contract with the Centre County Recycling and Refuse Authority are accepting treated sludge, provided that the analyses of the sludges conform to landfill permit requirements. Because of this, the Authority has elected not to flow control sludge to specific landfills.

Of the three major sewage treatment facilities in the County, one currently composts its sludge, while the other two have secured DEP permits for agricultural utilization. The smaller treatment facilities are using landfilling, which is the most economical for them. The Authority supports and encourages the reuse of this material whenever possible, however we also understand that economics must be given due consideration.

The University Area Joint Authority (UAJA) is currently in the permitting process for the installation of a bio-digester system that will be able to handle its sludge and possibly other wastes.

SEPTAGE

Septage generated in Centre County is currently collected by private haulers. It is disposed of at sewage treatment facilities. There is sufficient disposal capacity for the amount of septage generated in the County.

ASH

No ash is generated in Centre County.

CONSTRUCTION AND DEMOLITION WASTE

Although the DEP regulations are less stringent for the landfilling of construction and demolitions (CD) waste, there are not sufficient quantities of this waste stream to economically justify the construction of a separate disposal facility. The Authority treats this waste stream as a municipal waste and it will continue to be handled as such. Therefore, there are no exact historical figures concerning this type of waste. In Centre County, Pennsylvania, it is estimated that the following quantities of construction and demolition waste are:

Currently generated each year: approximately 10,000 tons.

Currently recycled each year: approximately 10 tons of vinyl siding at the CRRRA Transfer Station and approximately 3500 tons of general C&D waste at the Glenn O Hawbaker site in Patton Township.

The Authority also continues to explore viable alternatives for this waste stream, such as use of some material for clean fill and the recycling of wood waste via chipping and/or composting. Wood waste recycling began in 2012 and continues to expand at the Transfer Station.

Additionally, to assist our haulers in servicing LEEDS construction projects in the county, the CRRRA has implemented a LEEDS-like weigh slip, which provides documentation on those materials recycled from local building projects.

Other C&D wastes can be processed at the Hawbaker Recycling Center in Patton Township, co-located with the State College Borough Organics Recycling Facility at the site of the Borough's long closed old landfill. Authority staff interacts frequently with the operators of both of these facilities and they are considered an integral part of the waste reduction strategy adopted by the Authority.

DISCARDED APPLIANCES/SCRAP METAL

The Authority currently accepts large appliances and scrap metals for free. These materials are marketed and the revenue generated from the sales is used to offset the cost of refrigerant removal from those appliances that contain chlorofluorocarbons. The Authority will continue recycling these items. The cost to Centre County residents will be determined by the market for scrap material, and may fluctuate. The Authority recycles approximately 1300 tons of scrap metal per year.

RESIDUAL WASTE

Residual wastes are non-hazardous by-products of industrial and manufacturing processes. Residual waste is not part of the municipal waste stream, and as such is not flow controlled by the County Ordinance. In 1994, the

Authority received a permit modification from the DEP to accept certain types of residual waste at the Transfer Station. It is our intent to assist Centre County industries in locating economic and adequate waste disposal capacity. The Authority will continue to support the recycling and reuse of residual waste wherever possible. The Authority believes that adequate disposal capacity for residual waste is currently available.

HOUSEHOLD HAZARDOUS WASTES

Household trash typically contains a small amount of hazardous waste. Such waste includes household cleaners, pesticides, automotive products and paint products. The Authority will continue to establish programs that reduce the amount of such waste found in the municipal waste stream. Beginning in 1990 with the establishment of an automotive wastes recycling program, the Authority has held special collection of various types throughout the years. The demand for waste oil, oil filters and antifreeze recycling is now being met in the private sector, enabling the Authority to turn to yearly collections of Household Hazardous Wastes. The CCRRA will continue to provide for HHW collection and disposal in partnership with the PA DEP, PA DA and others so long as viable funding is available.

The Authority participates in an OEM sponsored electronics recycling program. Currently, all covered devices as defined in ACT 108 of 2010 are collected from residents at no charge at the Authority's Transfer Station. Electronics recycling is available Monday-Saturday from 8:00 am to 4:00 pm.

Since the inception of the Drug Enforcement Agency's Drug "Take Back" program, the Authority has worked together with DEA and local police departments to ensure the availability of this program to all Centre County residents.

CHAPTER 2 | DESCRIPTION of FACILITIES

The Transfer Station (primary disposal site) is a permitted facility (DEP permit # 100904) with an open top loading system. The Laurel Highlands Landfill (DEP permit #101534) is a Waste Management owned/operated landfill in Cambria County. Please see environmental analysis, attached. The Wayne Township Landfill (DEP permit #100955) is a landfill located in Clinton County, PA. (DEP permit #101397) located in Elk County.

It is anticipated, upon full execution of all attendant contracts, that there will be sufficient capacity to receive Centre County's waste during the period of the Plan.

CHAPTER 3 | ESTIMATED FUTURE CAPACITY

While the population of Centre County is expected to continue to grow, waste reduction and enhanced recycling efforts are expected to diminish the need for capacity. In addition, the "zero waste" goal established by the Authority to be achieved in 30 years' time will continue to reduce the amount of landfill or other disposal methods

needed. There is more than adequate capacity contracted with the Laurel Highlands Landfill to meet the needs of Centre County for the current Planning period (through 2032), regardless of continued waste reduction efforts.

Table 4:

2022	2023	2024	2025	2026	2027	2028	2029	2030
*100,164	*94,746	*89,620	*84,772	*80,186	*75,848	*71,745	*67,864	*64,192

*estimated tons

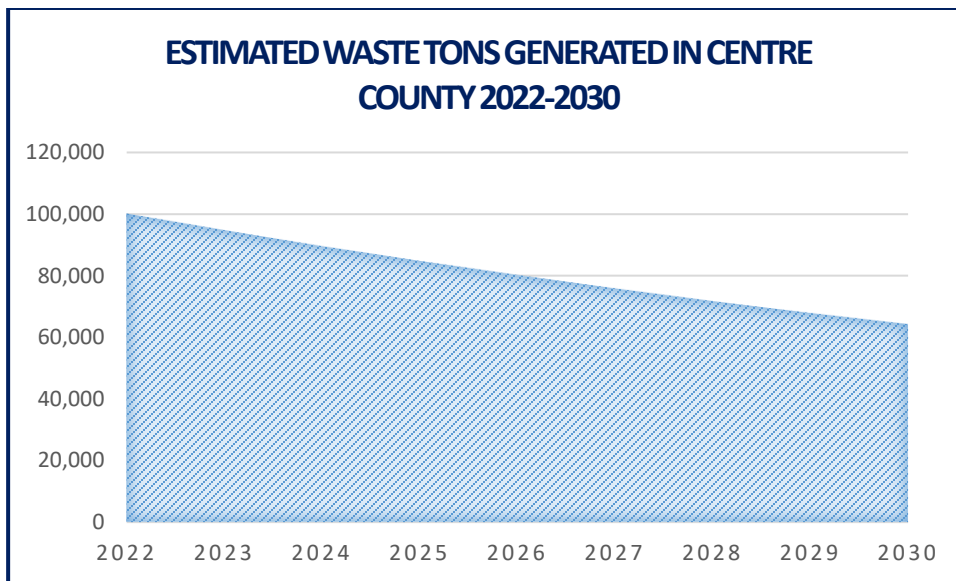


TABLE 5 | Population Trends (Based on 2010 and 2020 US Census Data)

Municipality	1990 Population	2000 Population	2010 Population	2020 Population	2030 Projected Population
Bellefonte Borough	6,358	6,395	6,187	6,207	7,350
Benner Township	5,085	5,217	6,188	6,188	6,810
Boggs Township	2,686	2,834	2,985	2,898	3,500
Burnside Township	390	410	439	440	735
Centre Hall Borough	1,203	1,079	1,265	1,216	1,295

College Township	6,709	8,489	9,521	10,239	10,090
Curtin Township	516	551	618	582	660
Ferguson Township	9,368	14,063	17,690	19,634	18,950
Gregg Township	1,805	2,119	2,405	2,398	2,805
Haines Township	1,315	1,479	1,564	1,561	1,705
Halfmoon Township	1,469	2,357	2,667	2,823	3,010
Harris Township	4,167	4,657	4,873	6,088	5,010
Howard Borough	749	699	720	728	745
Howard Township	1,004	924	964	1,008	990
Huston Township	1,282	1,311	1,360	1,394	1,410
Liberty Township	1,747	1,830	2,118	2,081	2,225
Marion Township	730	978	1,224	1,269	1,350
Miles Township	1,494	1,573	1,983	2,011	2,260
Milesburg Borough	1,144	1,187	1,123	1,067	1,205
Millheim Borough	847	749	904	877	940
Patton Township	9,971	11,420	15,311	15,747	16,050
Penn Township	935	1,044	1,181	1,207	1,215
Philipsburg Borough	3,048	3,056	2,770	2,686	2,805
Port Matilda Borough	669	638	606	584	665
Potter Township	3,020	3,339	3,517	3,583	3,785
Rush Township	3,411	3,466	4,008	4,015	4,295
Snow Shoe Borough	800	771	765	760	795
Snow Shoe Township	1,756	1,760	1,746	1,730	1,765
Philipsburg Borough	438	438	n/a	n/a	n/a
Spring Township	5,344	6,117	7,470	8,128	8,695
State College Borough	38,923	38,420	43,034	41,366	43,375
Taylor Township	714	741	853	963	960

Union Township	895	1,200	1,383	1410	1,450
Unionville Borough	284	313	291	287	305
Walker Township	2,801	3,299	4,433	4736	4,815
Worth Township	709	835	824	846	855
Totals	123,786	135,758	153,990	158,757	164,875

REDUCTION OF NEED FOR DISPOSAL

The Authority recognizes the need for planning to reduce the necessity for disposal and this will be addressed in the next three subheadings. It remains a daunting task for a County that is one of the fastest growing in the Commonwealth. The population of Centre County grew from 124,000 in 1990 to over 158,000 in 2020. Centre County’s economy remains generally viable and new housing starts continue to rise. That said, with the ready availability of recycling and continual public education campaigns, the growth in the rate of increase of MSW generated has slowed considerably. Please see TABLE 3. Factors such as weather, natural disasters and building renovations for a continually growing county will continue to influence the MSW generation rate. Of course, 2020, 2021 and possibly ongoing, the Covid 19 pandemic effects are still being measured.

The Borough of State College continues to expand their organics collection program (including household food residuals) to include all Borough residents. The collection of food residuals from commercial establishments (restaurants, institutions, grocery stores) continues to grow monthly. Some businesses outside of the borough are participating. The University Area Joint Authority is in the process of building a bio-digester that may be able to facilitate the acceptance of additional food residuals, from food processors and other generators. The reduction noted in Table 4 best reflects current recycling and waste reduction tactics and takes into account planned additions such as the expansion of organics collection. Several goals in the updated Long Range Strategic Plan (Appendix #5) address the addition of other potential recyclables, as well as waste reduction techniques. Recycling and other activities, like legal mandates, have reduced the waste disposed of in landfills as follows (2021 figures used below):

- Electronics (170 tons per year)
- Recyclables such as glass, aluminum, etc. (approx. 50,000 tons per year)
- Organics | Leaf and Yard Waste collection (3,735 tons per year)
- Siding (7 tons per year)
- Wood Waste (4,525 tons per year)
- Tires (420 tons per year)
- Household Hazardous Waste (20 tons per year)

As other similar waste streams are identified and begin to be recycled in the future, the quantity of waste sent to landfills will continue to be reduced. While 2021 amounts are reflected above, it should be noted that there are anomalies to be expected resulting from the Covid-19 pandemic.

PAY-AS-YOU-THROW

At the time of this Plan revision, Centre County only has one formal Pay-As-You-Throw municipality, Snow Shoe Township. Some private waste haulers offer a PAYT option for their subscription customers. The Authority provides education about PAYT to haulers and municipalities wishing to implement such a system. The Centre Region Council of Governments considered a higher level of PAYT in the last several solicitations for bids for the Regional Recycling and Refuse contract, but decided to stay with a two-tiered system, with a low-usage option, a hybrid of PAYT.

WASTE REDUCTION

The Authority believes that the largest opportunities for waste reduction exist in commercial, institutional and industrial establishments. To this end, waste assessments and waste reduction assistance is offered through the County Recycling Coordinator's office. Two full time commercial recycling coordinator's position were added to this office in 2012. One company was able to reduce their MSW by 2/3 in several weeks simply by the implementation of a company-wide recycling program. The County Recycling Coordinator also works closely with building contractors on how to reduce construction waste and recycle on construction sites.

One of the most exciting things happening in the realm of waste reduction in Centre County currently is the State College Borough Food Waste Collection Program. This program began as a partnership among the Borough of State College, The Centre County Recycling and Refuse Authority and the Pennsylvania State University with initial funding from PA DEP through an Act 198 Grant. Since CCRRA performed its own waste composition study in partnership with PA DEP in 2020-2021, we are confident that an additional 30 % of the County's waste stream can be diverted. The Authority remains committed to furthering organics recycling of all types within the County as the single largest effort to further reduce the County's waste and bring us closer to the Zero Waste goal.

CHAPTER 4 | DESCRIPTION of RECYCLING PROGRAM

HISTORY

The development of a recycling program to provide for more efficient management of municipal solid waste in Centre County was first addressed in the 1985 Solid Waste Plan. The plan contains an inventory of County recycling operations and states that in July of 1985, the Pennsylvania State University, the Centre Region Council of Governments, and the Centre County Solid Waste Authority were actively planning a cooperative source separation program.

In December of 1986, on behalf of the Borough of State College, the Centre County Solid Waste Authority applied for an Act 198 grant from the Department of Environmental Protection for the development of a Recycling Program. The Department was generous enough to supply funding toward the construction of an Intermediate Processing Facility as well as the purchase of equipment for collection and processing of recyclables.

As recycling options were studied, the planned curbside program evolved from one intended to service only the Borough of State College into one designed to also include the four surrounding municipalities – the Townships of College, Ferguson, Harris and Patton. The five municipalities are generally referred to as the Centre Region.

In September of 1987, additional funding was obtained for the Recycling Program through an Act 97 grant. Two work tasks, Recycling Intermediate Processing Facility Design and Recycling Program Development, were funded by the Department.

A recycling feasibility study for a program limited to the Centre Region was completed in March of 1988, describing an initial curbside collection service area, locations for drop-off centers, volumes of materials which could be anticipated, equipment needs, size of processing facility for materials, and markets for the sale of recyclables. Also contained within this study was the recommendation that the implementing agency for the program be the Centre County Recycling and Refuse Authority. The plan was endorsed by the Centre Region municipalities within the service area.

In September of 1988, the Centre County Recycling and Refuse Authority (formerly CCSWA) hired a Recycling Coordinator to continue planning and initiate the implementation of the recycling program. Design for the Intermediate Processing Facility (IPF) began in November of 1988 and was completed by February 1989. In March, bids were awarded for both the construction of the IPF and the processing equipment to be used inside the building. Construction began in April of 1989 and was substantially completed by December of that year.

During this time, the Authority maintained contact with all municipal waste haulers as well as private sector recyclers currently servicing the County. In May, an advertisement was published in a newspaper of general circulation soliciting written comments from any individual interested in providing the services of collection or processing of recyclables associated with the Authority's Recycling Program. No comments were received. Consequently, the Authority decided to hire personnel to perform both of these operations

During the summer of 1989, all necessary equipment for collection and processing during the initial implementation of the program was purchased. In addition to this, routes for the initial curbside collection program were structured to cover portions of six municipalities – the Boroughs of Bellefonte and State College, as well as the Townships of College, Ferguson, Harris and Patton.

The Centre County Recycling and Refuse Authority remains committed to implementing a countywide recycling program. In 1989, implementation of three portions of that program occurred in the form of pilot programs addressing residential curbside collection, siting of drop-off facilities, and collection on the campus of the Pennsylvania State University. These programs have been expanded systematically as time progressed.

As the initial program was implemented, the expansion of the program to afford all Centre County residents the opportunity to recycle has been realized. In 2012, to more accurately reflect their role, the CCSWA changed its name to the Centre County Recycling and Refuse Authority. The Recycling Program has been expanded to include commercial, institutional, municipal, and multi-family housing establishments, as well as drop off locations in all of the County's rural communities. Several curbside communities have been added to the program during the most

recent planning period. Additional materials have been added to the recycling program as markets have developed. Many non-traditional recyclables have been added such as tires and electronics.

CURRENT SERVICES –MANDATED VS. VOLUNTARY

At present, Centre County contains four communities initially mandated under Act 101 to have curbside recycling programs: State College Borough, College Township, Patton Township, and Bellefonte Borough. Ferguson Township became an Act 101 mandated community with the 2000 census. No additional communities were mandated with either the 2010 or 2020 census. In addition, Harris Township and Spring Township have voluntarily mandated residential curbside recycling in their communities, Harris in 1990 and Spring in 1995. Benner Township voluntarily passed a mandatory recycling and disposal collection ordinance in 2008.

Curbside recycling collection service in State College and Bellefonte Boroughs is performed by Centre County Recycling and Refuse Authority collection crews. Commercial collection of recyclables, as well as drop off service is also provided by the Authority in these two municipalities.

Residential curbside recycling collection in the remaining CRCOG municipalities of College, Ferguson, Harris, Patton and now Benner Townships is accomplished via a regional recycling and refuse contract, for which the Centre County Recycling and Refuse Authority is the recycling subcontractor at present. An MOU with CRCOG designates CCRRA as the recycler for residences in the regional contract area. Drop off collection is provided by the Authority. Commercial collection of recyclables in College, Ferguson, Harris and Patton Townships is provided by both private haulers and the Centre County Recycling and Refuse Authority under a variety of subcontracts with private haulers.

The Centre County Recycling and Refuse Authority have established a comprehensive system of drop off locations throughout the County's thirty-five municipalities. At least one container has been sited in 31 of the 35 County municipalities. Many communities have two or more. Sixty-three drop off locations with over 150 containers are located throughout Centre County. In addition, CCRRA provides some drop off recycler services to Clearfield County.

In 2008, The Authority purchased a Corrugated Cardboard collection vehicle and began to expand the collection of corrugated cardboard by replacing some drop off locations with the more efficient OCC dumpster- style container. The CCRRA has also expanded commercial collection of both OCC and other recyclables to areas that were formerly not part of the commercial collection service area, most specifically The Moshannon Area Industrial park (where the former Hawk Run DEP field office is located) and the Penns Valley area. OCC collection was expanded in Bellefonte Borough as well. Other areas are brought online as requests are made and routing makes sense.

In addition to collection services, the Authority also owns and operates a recycling processing facility (MRF). Recyclables collected by the CCRRA in its varied programs, as well as recyclables brought by the County's private recycling haulers are processed in the 35,500 sq. ft. facility. Some recyclables from neighboring counties are also accepted.

The recycling processing facility, which was opened in late 1989, was originally designed to accommodate approximately 10,000 tons of recyclable material per year, utilizing two or three complete shifts of workers. By

1995 9,000 tons of materials were processed, utilizing one shift of workers. The necessity for expansion of the facility was evident. During the last part of 1997 through early 1999, the facility was redesigned and then expanded and reconfigured to accommodate up to 25,000 tons of recyclable material per year, using one shift of workers. In 2015, the Authority constructed another addition, since the volume of recyclables continued to increase. Currently, clean wood/brush, electronics, tires and vinyl siding are processed in that addition.

ECONOMICS

The Centre County Recycling and Refuse Authority is committed to sound economic sense in the operation of all aspects of its recycling program. The Authority took a hard look at the economics of recycling collection and processing in 1991. A rate evaluation study was undertaken with the assistance of Gannett Fleming, Inc. The CCRRA then used the results of that study to set up a fee structure for recycling services and processing that was user-based, took into account future capital replacement needs, and could be variable, according to the vagaries of the markets for recyclables.

Residential curbside collection provided by the Authority is charged to the municipality or providing hauler at a rate calculated by household per month. Commercial collection is calculated at a rate by stop per month.

Drop off collection is treated somewhat differently: A small surcharge is added to the tipping fee for trash at the Authority's Transfer Station.

A tipping fee for the processing of recyclables is charged at the Recycling Processing Facility. Although the processing fee is calculated into the collection cost for collection services that the Authority provides, other haulers are charged for the processing of recyclables based on weight. Revenues from the sale of recyclable materials in the present fiscal year are not considered when the tipping fee is set. Rather, since recycling markets have been notoriously fickle, revenues from the previous budgetary year are used when calculating each year's fee. Conversely, when recycling markets are high, a rebate is paid to municipalities and private haulers based on the previous year's recycling revenues and other economic factors. Please see the income statements for the years 2017 through 2021 attached, which show that the recycling program in total has grown to be economically sustainable.

The estimated cost of operating and maintaining Centre County's waste reduction and recycling program is as follows: annual direct revenue to the CCRRA from sales of recyclable materials, recycling tipping fees and fees for collection services is approximately \$5.2 million annually. In addition, approximately \$10.1 million in avoided cost of disposal was realized by entities throughout Centre County in 2021, according to Centre County's annual recycling report.

During 2021, the Authority retained the services of Peter Marshall & Associates to conduct a salary survey to ensure employee salaries and benefits are competitive. The retention of well-trained employees is fundamental to the efficient operation of Authority recycling and solid waste programs.

Direct expenses to the CCRRA for the administration and implementation of the recycling program (residential, commercial and drop off) as well as education and enforcement total approximately \$4 million per year.

In 2022, CCRRA will update the financial model to further refine rates and charges.

GENERAL DESCRIPTION OF PROGRAM

Although recycling implementation is complete in the County's Act 101 mandated communities, the Centre County Recycling and Refuse Authority hopes to see other municipalities implement curbside recycling where it is feasible. To this end, the Authority continues to offer support services to local governments who wish to do so. The capability exists for the Authority to collect and process recyclables on behalf of the municipality, if that community wishes, or to assist private haulers in setting up recycling programs. The Authority will continue to assist commercial establishments throughout the County to implement in-house recycling programs, as well as provide public education programs to communities, schools, and businesses.

The Countywide drop off system will continue to be maintained, operated and expanded by the Centre County Recycling and Refuse Authority, as long as financial feasibility and community support exists.

Additional materials will be added to the Recycling Program as market conditions dictate to maintain the County's recycling rate of over 50%. With the advent of the Pennsylvania Recycling Markets Center, demand for additional recycled materials as feedstock has increased somewhat. The County's recycling coordinator continues to serve on the Board of the RMC and continues to be engaged with all aspects of recycling market development in the Commonwealth. The Authority intends to maintain a presence with the RMC to bolster the condition of markets in Pennsylvania. In 2005, the Authority added plastic bottles, #3 through #7 to all Authority collection programs. In 2010, Miscellaneous Plastics were added to the drop off program in selected locations. These include rigid plastics of most types. The public response to this particular addition has been overwhelming. After the presidential election in 2008, the CCRRA did a "political sign" drive to recycle quickly the "litter-on-a-stick" that those signs quickly become when an election is over. This program has continued through subsequent elections.

In an effort to further boost the recycling diversion rate, however it is measured, the CCRRA also added some types of paper to both the residential and commercial paper collection programs. The addition of paperboard proved to be one of the most popular recycling additions since other mixed paper was added in 1993. Spiral cans, among other recyclables were also added to all collection programs. The newest revision of the Long Range Strategic Plan sets specific goals for the addition of other recyclables.

NON-TRADITIONAL RECYCLABLES

During this planning period, (and actually prior to this period), CCRRA staff have explored markets and outlets for non-traditional recyclables, some of which will be discussed in other chapters. The addition of other recyclable commodities beyond the traditional Act 101 curbside materials are a key component of the Zero Waste goal in the Authority's Strategic Plan.

These commodities include, but are not limited to:

- Electronics
- Household Hazardous Waste
- Tires
- Additional Plastics Other than bottles
- Wood Waste
- Pharmaceuticals
- Construction and Demolition Waste
- Appliances
- Scrap Metals
- Mercury Thermometers and switches
- CFL Bulbs
- Textiles
- Organics, both yard waste and food waste

CHAPTER 5 | SELECTION and JUSTIFICATION of MSW MANAGEMENT PROGRAM and SELECTION PROCESS

In 2020, the CRRRA began the process of preparing to update the County Solid Waste Plan. A Request for Proposals for capacity from 2023 to 2032 was prepared and advertised in 2021 (Appendix 18). A county advisory committee was appointed by the County Commissioners. Additionally, the Authority secured the services of a consultant to begin an update of the Authority's strategic plan.

Three firms, two private and one public, submitted proposals to provide the Authority with ten years of landfill disposal capacity. GFL, Inc. (dba Noble Environmental), the current owner of the Greentree Landfill in Elk County; Waste Management, the owner of the Laurel Highlands Landfill in Cambria County, and the Clinton County Solid Waste Authority, owner of the Wayne Township Landfill in Clinton County, all provided responses to the RFP. Clinton County withdrew their proposal prior to negotiations. The responses included pricing for waste disposal as well as prices for trucking all municipal waste from the Transfer Station to their respective landfill.

The Authority secured the services of MSW Consultants, Inc. to evaluate those responses. That evaluation was based on numerous factors, including price, and environmental impacts, such as greenhouse gas generation due to trucking distance and landfill gas management. Ultimately, the Laurel Highlands Landfill in Cambria County was selected as the best choice economically as well as environmentally. The Centre County Solid Waste Advisory Committee recommended the Laurel Highlands Landfill, and in January 2022 the CRRRA executed a ten-year agreement with Waste Management, that becomes effective January 1, 2023.

With a strategic plan developed concurrently with the RFP process, the Authority was able to incorporate many of its strategic plan initiatives into the agreement with Waste Management. The strategic plan is recommending the implementation of an organics program which could lead to a reduction in waste generation of approximately 30%. The agreement with Waste Management takes that into consideration, and no minimum waste volumes are

guaranteed throughout the ten-year contract. As part of the contract, Waste Management has agreed to utilize CNG vehicles for waste transport to their landfill for the term of the agreement.

FINANCING THE MUNICIPAL WASTE MANAGEMENT SYSTEM

Services provided by the Centre County Recycling and Refuse Authority are financed in several ways:

- User Fees
- Revenues from the Sale of Recyclable Materials
- State Grants
- Other Grants
- Alternative Sources of Revenue (as feasible)

Examples of user fees are the tipping fees for waste disposal and recycling, monthly fees for curbside recycling service and fees assessed to those requesting specific services such as our drop off recycling containers, and the leasing of equipment. State grants are usually recycling related, and are provided by the PA Department of Environmental Protection for capital purchases, public education, planning and incentive payments for the amount of material recycled.

Revenue from the sale of recyclable materials is maximized by a combination of entering into long-term relationships with markets and brokers and spot marketing materials.

Other grants such as foundation grants and/or federal grants are applied for if the situation is found advantageous. One example might be the award of a Grant from the Giant Corporation for refurbishment of a backyard composting site.

Alternative sources of revenue are explored as they arise.

In 2015, the CCRRA entered into an agreement with Clean Energy to construct and operate a compressed natural gas (CNG) fueling station on Authority property. A per gas gallon equivalent royalty is paid to the CCRRA for every GGE sold at the station. This is a long-term agreement structured so the royalty per GGE increases as sales of GGEs increase.

No tax dollars are used to operate the Authority.

Because user fees constitute the bulk of the Authority's revenue, the Authority must be especially sensitive to controlling costs while providing necessary services to County residents. This is a difficult task considering that many Authority services are provided indirectly to county residents via their trash hauler. Very few county residents are billed directly by the Authority. Trash haulers, whether private or public sector, are responsible for establishing monthly refuse and recycling rates.

CHAPTER 6 | LOCATIONS

Centre County Recycling and Refuse Authority Transfer Station | DEP permit 100904
253 Transfer Road | Bellefonte, PA 16823



Laurel Highlands Landfill | DEP Permit 101534
260 Laurel Ridge Road | Johnstown, PA 15909



Noble Environmental Greentree Landfill | DEP permit 101397
635 Toby Road | Kersey, PA 15846



Wayne Township Landfill | DEP permit 100955
264 Landfill Lane | McElhattan, PA 17748



CHAPTER 7 | IMPLEMENTING AGENCY IDENTIFICATION

The governmental entity with the primary responsibility for implementing this Plan on behalf of the Centre County Commissioners is the Centre County Recycling and Refuse Authority. A number of implementing documents required by PA Act 101, necessary for Plan implementation, are attached as appendices to this document. Those documents are as follows:

- Delegation Agreement between the County and the Authority – Appendix 1
- Contract with Waste Management Laurel Highlands Landfill – Appendix 9
- Contract with Noble Environmental Greentree Landfill – Appendix 11
- Contract with Wayne Township Landfill – Appendix 10
- Waste Management Ordinance/Rules and Regulations – Appendices 12 and 13

Furthermore, the Authority will continue to provide assistance to local municipalities who request help to meet their municipal obligations as outlined in Act 101. Preference will be given to those municipalities who mandate refuse and/or recycling services and designate the use of Authority facilities.

As result of the 2021 RFP, the long-term disposal contract will now be with Waste Management, Inc. Laurel Highlands Landfill. It also appears that the most economical means of disposal for the Authority's customers is to utilize the Authority's Transfer Station.

Many trash haulers and municipalities have become accustomed to previous plans and are interested in having several disposal options. The Authority recommends that the existing wasteshed scenario, with its existing disposal facility options, remain intact until composting and/or digester sites become operational. In the long term, economics and the desire for increased waste reduction will dictate that the flow of trash generated within Centre County will be directed to the Transfer Station. The Transfer Station will continue to receive an increasing amount of municipal waste. This is borne out by historical data.

The Authority has entered into agreements for back-up disposal capacity in the event the Laurel Highlands Landfill becomes unavailable. As part of its contract with the Authority, Waste Management will provide a back-up facility, the Cumberland Landfill in Cumberland County. Agreements have also been negotiated with the Clinton County Solid Waste Authority and Greentree Landfill (dba Noble Environmental) for fringe areas and back-up disposal capacity.

While this is considered to be a substantial Plan revision, it is recommended that the municipalities of Centre County support and the PA DEP authorize the implementation of the above mentioned waste management strategies until such time as the composting/digester facilities become operational and capable of accepting increased volumes of organic wastes. Approval of these recommendations will provide Centre County residents with sound environmental and economical waste disposal until at least 2032.

Through these implementing documents, the Centre County Recycling and Refuse Authority designates the Waste Management Laurel Highlands Landfill as the primary disposal facility for municipal solid waste generated in Centre County, Pennsylvania. In accordance with the County Wasteshed Map (Table 1), and the Wayne Township Landfill and the Greentree Landfill are designated as facilities to which Centre County municipal solid waste may flow. The Authority may designate back-up disposal facilities, other than those mentioned, from time to time as it deems necessary.

Please see Appendices 1, 2, 3, 4, 5, 11, 12 and 13, attached.

CHAPTER 8 | PUBLIC FUNCTION

No changes from the most recent Centre County Plan are proposed.

CHAPTER 9 | COPIES of ORDINANCES and RESOLUTIONS

Please see Appendices 12 and 13, attached.

CHAPTER 10 | ORDERLY EXTENSION

There is no change beyond the change of primary disposal site and flow control scheme. The Plan is in accordance with all local planning, zoning and land use ordinances. Please see Appendices 7, 8, 14, 15 and 16 for additional data regarding the environmental and financial analyses as well as the Sustainability Plan. Table 5 discusses population trends.

CHAPTER 11 | METHODS of DISPOSAL OTHER THAN BY CONTRACTS

There are no methods of disposal other than by contract.

CHAPTER 12 | NON-INTERFERENCE

Only existing facilities are utilized. Since the existing facility for the majority of municipal solid waste is already a public municipal facility (CCRRA Transfer Station), owned and operated by a public entity, created under the PA Municipalities Authorities Act, there is no interference with design, construction, operation, financing or contractual obligations of a municipal processing or disposal facility.

CHAPTER 13 | PUBLIC PARTICIPATION

The Centre County Recycling and Refuse Authority is a Municipal Authority, formed under the Pennsylvania Municipal Authorities Act (Act of May 16, 1923, P.L. 207, as amended, **53 P.S. §7271**) and as such must meet public participation requirements. All Authority Board meetings are duly advertised and the public is welcome to attend. A copy of the Plan has been provided to the Centre County Solid Waste Advisory Committee and each of the County's 35 municipalities. The Solid Waste Advisory Committee has met in a public forum at least 4 times throughout the process.

During the development and acceptance of responses for the RFP for disposal capacity, solicitations were advertised in both local and national publications. Three responses were received. They were opened in public. The Authority chose to enter into discussions and negotiations with the apparent top three respondents, but one withdrew prior to negotiations. The process of choosing the final contract awardee is described in the above chapters.

Any requests from non-respondents to be added to this Plan will be considered by the Authority Board in a public meeting, in accordance with Pennsylvania law and consistent with the Authority's contractual responsibilities. The Centre County Recycling and Refuse Authority is the designated Planning agency for Solid Waste matters in Centre County under a delegation agreement with the Centre County Commissioners. That agreement is appended as Appendix One. The minutes of those meetings and the Solid Waste Advisory Committee meeting minutes are available from the Centre County Recycling and Refuse Authority, 253 Transfer Rd., Bellefonte, PA 16823. No comments have been received. Any public comments received are considered at regularly scheduled and advertised meetings of the Authority.

CHAPTER 14 | OTHER INFORMATION

ILLEGAL DUMPING ENFORCEMENT

The Authority hired and has maintained a full time Enforcement Officer since 1990. In 2022, the Authority took on a second officer. The Officers are involved in actively seeking out illegal dumps as well as acting on complaints, enforcing flow control issues, account violations and providing hauler and constituent education. The Officers are active with cleanups and work in concert with Keep Pennsylvania Beautiful, the Clearwater Conservancy, the Spring Creek Watershed Association, the Penns Valley Conservation Association and the Great Pennsylvania CleanUp.

In 2016, the Authority formed Keep Centre County Beautiful, an affiliate of Keep America Beautiful.

EDUCATION

The Centre County Recycling and Refuse Authority believes that the key to successful recycling, waste reduction and solid waste management is education. The Authority fills the role of public educator on behalf of all of the County's 35 municipalities, both Act 101 mandated and non-mandated and fulfills the municipal education requirements. To this end, an Education Coordinator was added to the Authority's staff in 2002. As part of the expansion project mentioned in the previous heading, the Authority, with financial assistance from PA DEP, also built an Interpretive Center to facilitate the educational process. The Center is a "green" building, utilizing recycled materials that would be collected and processed from the Authority's various recycling programs.

It is also the Authority's firm belief that education does not begin and end with children. Haulers, community groups, illegal dumpers, district magistrates, elected officials and the general public are all audiences for recycling and solid waste education.

Social media has, of course been added to the arsenal, but personal visits and presentations, exhibits and tours continue to be the mainstay of Centre County's educational program.

In addition, technical assistance is provided by the Executive Director or Deputy Director to any municipality in Centre County wishing to act to curb open burning or facilitate contracting for waste hauling and/or recycling services.

The Authority recognizes that with aggressive Waste Reduction goals, ultimately to end in Zero Waste, education will continue to be the key to all aspects of Resource Management. Since many programs are somewhat dependent on tipping fees for disposal and other user fees, CCRRA may be working from a standpoint of diminishing revenue (the goal ultimately to be to put themselves out of the trash business). However, education will still be in the realm of the Authority. An Education Endowment has been established to make sure that there will always be a staff person responsible for educating. It is the hope that the Endowment will grow over the years to cover the salary and expenses of an Education Coordinator in perpetuity.

ORGANICS

The Authority's Long Range Strategic Plan, developed in 2021/2022, directs the Authority to pursue the expansion of current organics programs as well as initiate the implementation of additional organic programs in the county, as necessary to meet the demand generated by current and future growth. Besides the development of facilities to process organics, the recommendations also include the establishment of an organics collection program. Both collection and disposal will require significant financial investments by the CCRRA and its partners.

Currently, State College Borough, Penn State University and Bellefonte Borough among other municipalities, operate compost sites in Centre County. State College Borough has implemented an organics collection program for its residences/businesses and materials are processed at its compost facility. Penn State University has a similar program in place for its campus operations. Bellefonte Borough currently collects grass/leaves from its residents

and processes them at their compost facility, and they have plans to eventually include food wastes from their residents/businesses.

The University Area Joint Authority, which provides sewer service to the Centre Region Council of Governments member municipalities, is in the process of permitting/constructing a digester to handle the sludge generated from their operations and eventually want to include organic waste from their member municipalities as well as other county municipalities.

All of the above sites involve the investment of significant funds for site development and collection equipment. The CCRRA has a commercial recycling coordinator on staff to assist them in the development of their processing sites and collection programs and may develop its own collection program in the next several years.

As these processing sites develop further, the CCRRA may modify its existing transfer facility to allow for the separation of organic materials from the municipal waste stream. If that modification is completed, the Authority will be able to provide organic material to all three facilities as necessary and to insure that all designated facilities receive sufficient material (and associated revenue from that material) to remain economically viable.

The automated separation of organics may require the cooperation of haulers utilizing the Authority's transfer station.

MUNICIPAL & SWAC COMMENTS

No comments were received during the sixty day comment period.

SUMMARY OF APPENDICES

What follows is a brief synopsis of each appendix. A complete copy of each is appended to this document. A hard copy of each is also available at the office of the Centre County Recycling and Refuse Authority, 253 Transfer Road, Bellefonte, PA 16823.

APPENDIX 1 | DELEGATION AGREEMENT BETWEEN THE COUNTY AND THE AUTHORITY

Act 101, the Municipal Waste Planning, Recycling and Waste Reduction Act, passed by the Pennsylvania General Assembly in 1988, gave counties the primary responsibility to plan for the processing and disposal of municipal waste generated within their boundaries. Furthermore, the permitted the counties to delegate some or all of their responsibilities through a written agreement. Since Centre County had created a Solid Waste Authority in 1972 to handle the County's solid waste, the Commissioners agreed to delegate much of their responsibility under the Act to the Authority.

That delegation is in the form of a Resolution, Agreement and Declaration of Responsibility between the Centre County Board of Commissioners and the Centre County Recycling and Refuse Authority. Many of the responsibilities under Act 101 have been delegated to the Authority, with the County reserving the right for some items such as approving and adopting any and all revisions to the Solid Waste Plan, or contract documents related to the planning and implementation of the County Solid Waste Plan. The Authority is responsible for many of the planning requirements of Act 101 along with the day-to-day operation and management of Authority facilities.

Both parties have also mutually agreed to keep one another informed of pertinent issues, as the need arises.

APPENDIX 2 | CENTRE COUNTY SOLID WASTE AUTHORITY INCORPORATION PAPERS

The Authority was first incorporated in 1971. The original Incorporation papers are attached.

APPENDIX 3 | CENTRE COUNTY RECYCLING AND REFUSE AUTHORITY ARTICLES OF AMENDMENT

The name of the Authority was changed in 2011 to better reflect the Mission.

APPENDIX 4 | CENTRE COUNTY RECYCLING AND REFUSE AUTHORITY INCORPORATION EXTENSION

The term of an Authority in Pennsylvania, according to the PA Municipality and Authorities Act is 50 years. The CCRRA was close to reaching its original chartered term, so the Centre County Commissioners approved the extension of the CCRRA through 2061.

APPENDIX 5 | CENTRE COUNTY LONG RANGE STRATEGIC PLAN

Authored in 2009, with a substantial revision in 2021, this plan is the guiding document for implementation of the Authority's Mission. Among other strategies, the Plan calls for Zero Waste in 40 years.

APPENDIX 6 | REQUEST FOR PROPOSALS FOR 10 YEARS OF DISPOSAL CAPACITY

APPENDIX 7 | RFP PRICING AND ENVIRONMENTAL ANALYSIS (Technical Memo)

APPENDIX 8 | RFP ANALYSIS PRESENTATION CCRRA BOARD AND CENTRE COUNTY SW ADVISORY COMMITTEE

APPENDIX 9 | TEN YEAR DISPOSAL AGREEMENT - WASTE MANAGEMENT OF PENNSYLVANIA, INC.

The ten year disposal contract, with various conditions.

APPENDIX 10 | EXTENSION OF FRINGE AREA AND DISPOSAL BACK-UP AGREEMENT WITH CLINTON COUNTY SOLID WASTE AUTHORITY

This agreement also provides a back-up disposal facility to the Centre County Recycling and Refuse Authority should the primary disposal facility become unavailable and provides an alternative primary disposal facility to the Penns Valley and Intervalley Wastesheds.

APPENDIX 11 | FRINGE AGREEMENT WITH NOBLE ENVIRONMENTAL (GREENTREE LANDFILL))

This agreement also provides a back-up disposal facility to the Centre County Recycling and Refuse Authority should the primary disposal facility become unavailable and provides an alternative primary disposal facility to the Penns Valley and Intervalley Wastesheds.

APPENDIX 12 | CENTRE COUNTY SOLID WASTE DRAFT ORDINANCE (amended 2022)

Act 101 required that Centre County Government enact an ordinance that would implement the County Waste Management Plan. This ordinance could allow for the licensing of refuse haulers, address illegal dumping and provide the necessary tools to implement the flow control practices outlined in the County Plan.

APPENDIX 13 | CENTRE COUNTY RULES AND REGULATIONS

The Centre Authority was required to adopt a set of corresponding Rules and Regulation to provide for the procedures necessary to implement the ordinance. The Rules and Regulations establish the requirements for becoming a licensed hauler within Centre County; identify various types of acceptable and unacceptable wastes; identify the available disposal facilities for each municipality within the County; and establish remedies for violations of the ordinance and rules and regulations.

The documents appended in this section are presented in their entirety and are current at the time of this Plan.

APPENDIX 14 | AUDITED INCOME STATEMENTS | CCRRA 2017 THROUGH 2021

As required, these statements are attached as part of the financial section. It is interesting to note that the recycling program has been financially self-sustaining through this time period.

APPENDIX 15 | CENTRE COUNTY WASTE COMPOSITION STUDY RESULTS

APPENDIX 16 | ReTRAC ANALYSIS CENTRE COUNTY, 2021

APPENDIX 17 | NATIONAL SOLICITATION ADVERTISEMENT

APPENDIX 1

County of Centre



Board of Commissioners

COURTHOUSE
BELLEFONTE, PENNSYLVANIA 16823-5978
TELEPHONE (814) 355-6700

May 24, 1984

Mr. Ronald Sommers
Department of Environmental Resources
Bureau of Solid Waste Management
200 Pine Street
Williamsport, PA 17701

Dear Mr. Sommers;

This is to inform you that at the Centre County Board of Commissioners meeting held on Thursday, May 24, 1984 the Commissioners designated the Centre County Solid Waste Authority as the Solid Waste Planning Agency for Centre County. This action was based upon the common concurrence of the Solid Waste Authority and the Centre County Planning Office.

If you need any further information please do not hesitate to call.

Sincerely,

CENTRE COUNTY COMMISSIONERS

Vicki L. Bumbarger
Chief Clerk

VLB/srv

cc: Secretary DeBenedictis
William Apgar

RESOLUTION OF COUNTY OF CENTRE CONCERNING MUNICIPAL
WASTE PLANNING AND IMPLEMENTATION RESPONSIBILITIES TO BE
PERFORMED BY THE CENTRE COUNTY SOLID WASTE AUTHORITY

WHEREAS, pursuant to the provisions of Act 101 of 1988 (the Municipal Planning, Recycling and Waste Reduction Act), it is the duty of each county in the Commonwealth of Pennsylvania to insure the availability of adequate permitted processing and disposal capacities for the municipal waste which is generated within its boundaries; and

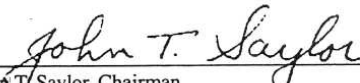
WHEREAS, counties may, in accordance with Act 101, enter into written agreements with municipal authorities pursuant to which the authority undertakes to fulfill the county's responsibility under Act 101 for municipal waste planning and implementation of an approved county plan; and

WHEREAS, the Board of Commissioners of Centre County are desirous of entering into an agreement with the Centre County Solid Waste Authority wherein the Authority will undertake to fulfill the County's responsibilities under Act 101, a copy of the agreement document entitled a Declaration of Responsibility is attached hereto and made a part hereof.

NOW THEREFORE, be it resolved by the Board of Commissioners of the County of Centre that the County of Centre enter into an agreement with the Centre County Solid Waste Authority to permit the Authority to undertake and fulfill the County of Centre's responsibilities under Act 101 of 1988 as described in the attached Declaration of Responsibility which is made a part of this Resolution.

ADOPTED this 30th day of May, 1989,

CENTRE COUNTY BOARD OF COMMISSIONERS

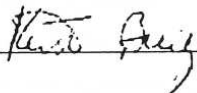


John T. Saylor, Chairman

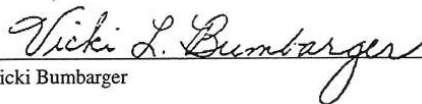
ATTEST:



Lawrence O. Bickford, Director
Administrative Services



Keith Bierly



Vicki Bumbarger

AGREEMENT

AGREEMENT, made this 31st day of May, 1989, between the BOARD OF COMMISSIONERS OF CENTRE COUNTY, PENNSYLVANIA, hereinafter referred to as "County",

A
N
D

CENTRE COUNTY SOLID WASTE AUTHORITY, a municipal authority formed under the provisions of the Pennsylvania Municipalities Authorities Act, hereinafter referred to as "Authority".

WITNESSTH:

Background of Agreement

By the provisions of Act 101 of 1988 (the Municipal Planning, Recycling and Waste Reduction Act), it is the duty of each county in the Commonwealth to insure the availability of adequate permitted processing and disposal capacity for the municipal waste which is generated within its boundaries. Counties may, pursuant to Act 101, enter into written agreements with authorities pursuant to which the authority undertakes to fulfill some or all of the county's responsibility under Act 101 for municipal waste planning and implementation of an approved county plan. Prior to the adoption of Act 101, a county plan was submitted to the Department of Environmental Resources and received preliminary approval. In addition, the Department of Environmental Resources on January 18, 1989, granted the "grandfathering" and the approval of the 1985 Centre County Solid Waste Plan which was previously approved by the County and the Authority.

Moverover, the Authority is actively pursuing municipal waste planning, including the implementation of the approved county plan and is utilizing the services of the Centre County Planning Office to assist with respect to the planning and implementation

NOW, THEREFORE, the parties hereto, pursuant to the provisions of Section 303 (d) of Act 101, do hereby enter into the following agreement:

1. The County hereby requests that the Authority fulfill certain County responsibilities under Act 101 as more fully described in the attached document entitled Declaration of Responsibility.

2. The Authority, pursuant to the request of the County, agrees to undertake to fulfill those certain County responsibilities under Act 101 as more fully described in the attached document entitled Declaration of Responsibility.

3. The Authority shall be jointly and severally responsible with the County for municipal waste planning and implementation of the approved county plan accordance with Act 101 and the regulations promulgated pursuant thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BOARD OF COMMISSIONERS OF CENTRE COUNTY,

PENNSYLVANIA

BY John T. Saylor
Chairman John T. Saylor

ATTEST:

[Signature]
Director, Administrative Services

Keith Bierly
Keith Bierly

Vicki L. Bumbarger
Vicki Bumbarger

ATTEST:

Joseph R. Allison

CENTRE COUNTY SOLID WASTE AUTHORITY

By Aileen Y. Homan
Chairman

DECLARATION OF RESPONSIBILITY
Between The
Centre County Board of Commissioners (the County)
and the
Centre County Solid Waste Authority (the Authority)

The County's relationships to the Authority are hereby set forth and clarified through the following declarations, limitations and reservations as they relate to the following:

- A. Municipal Waste Planning, Recycling and Waste Reduction Act Responsibilities (Act 101 of 1988):
 - a) For planning.
 - b) For implementation.
- B. Non-Act 101 Operational Responsibilities

The listing below is intended to describe and clarify the Declaration of Responsibility:

- A. Act 101 PLANNING AND IMPLEMENTATION RESPONSIBILITIES:
 - 1. The County hereby authorizes the Authority to be responsible for the planning requirements of Act 101 including, but not limited to, Section 501 - submission of municipal waste management plans; Section 502 - content of municipal waste management plans; Section 503 development of municipal waste management plans; and Section 504 failure to ratify plan.
 - a) It is understood that with this delegation of responsibility to the Authority, the County reserves the right to be "kept informed" through memorandums, briefings, and advisories as well as minutes of all official meetings. The County hereby declares its intent to provide review comments, recommendations and policy advisories as appropriate.
 - b) It is further understood that the responsibility to keep the County informed will jointly assumed by the executive Director of the Authority and the Director of the Centre County Planning Office.
 - 2. Reserved from the above authorization is the County's responsibility to:
 - a) Create and appoint members to the Solid Waste Advisory Committee. It is intended that the Advisory Committee is responsible to the Authority.

- b) Approve and adopt any and all revisions to the 1985 Solid Waste Plan for Centre County.
 - c) Concur with the Authority's recommended selection of consultants and advisors regarding Act 101 planning responsibilities,
 - d) Approve and execute any and all grant applications or contract documents, related planning and implementation funding through the Department of Environmental Resources or other applicable planning funding sources.
 - e) It is understood that for long range the Department of Environmental Resources (referenced in A. 2. d) above planning contract related to disposal programs, the "contact person" shall be the Director of the County Planning Office. The "contact person" for the planning and implementation of recycling contracts shall be the Executive Director of the Authority or his/her designee.
- 3. Solid waste plans related to disposal and recycling programs that are approved by the County and the Department of Environmental Resources are hereby intended to be implemented by the Authority with the reservation that the County be "kept informed."
 - 4. Consistent with Act 101, the County is jointly and severally responsible with the Authority for the accomplishment of the above.

B. Non-Act 101 OPERATIONAL RESPONSIBILITIES:

It shall be the policy of the County that the day-to-day operation of the facilities and services provided by the Authority shall be the sole responsibility of the Authority with the understanding that the County will be kept informed by the Authority of any significant situations or actions that deviate from standard operational procedures.

- 1. Authority responsibilities include, but are not limited to:
 - a) Budgetary matters;
 - b) Personnel matters;
 - c) Operational matters;
 - d) Administrative/management matters;
 - e) Legal representation;
 - f) Insurance coverage;
- 2. Consistent with the above B.1., it shall be the responsibility of the Authority to provide the County with copies of the yearly budget, the schedule of the posted tipping fees, the yearly audit, insurance policies, and copies of proposed plans, procedures and operational directives.

APPENDIX 2

3-1-71 *Done*

ARTICLES OF INCORPORATION

TO THE SECRETARY OF THE COMMONWEALTH
COMMONWEALTH OF PENNSYLVANIA

In compliance with the requirements of the Act of May 2, 1945, P. L. 382, known as "Municipality Authorities Act of 1945," as amended, the County of Centre, Pennsylvania, ^{have enacted an ordinance signifying their} ~~desire~~ to incorporate an Authority there-
under does hereby certify:

1. The name of the Authority is "Centre County Solid Waste Authority."
2. The Authority is formed under the provisions of the Act of May 2, 1945, P. L. 382, as amended.
3. On December 21, 1967, another Authority was organized under the Act of May 2, 1945, P. L. 382, as amended, and is in existence in or for the incorporating municipality, the County of Centre. No other Authority has been organized under the Act of June 28, 1935, P. L. 463, as amended.
4. The name of the incorporating municipality is the County of Centre, Pennsylvania.
5. The names and addresses of its municipal authorities are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
Chairman	George C. Smith	Hoffer Avenue Centre Hall, Pa. 16828
Commissioner	J. Doyle Corman, Jr.	222 N. Allegheny St. Pellport, Pa.

3-1-71.22

Commissioner

Grover A. Spearly

524 No. Atherton St.
State College, Pa.
16801

6. The names, addresses and terms of office of the first members of the Board of the Authority to be formed hereby are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>TERM OF OFFICE</u>
Edwin D. Frost	623 W. College Avenue State College, Pa. 16801	5 years
Roy E. Royer	Centre Hall, Pa. 16828	4 years
Nelson J. Weikert	Howard, Pa. 16841	3 years
Kenneth Parsons	Port Matilda, Pa. 16870	2 years
Ronald Houtz	R. D. 1, Bellefonte, Pa. 16823	2 years
Donald Marshall	107 Fourth Street Philipsburg, Pa. 16866	1 year
Paul Veniziano	Clarence, Pa. 16829	1 year

Each of the foregoing is a citizen of the County of Centre.

7. The advertisement of notice of filing these Articles of Incorporation are submitted herewith.

IN WITNESS WHEREOF, the undersigned have executed these Articles on behalf of the County of Centre and have caused to be affixed the seal thereof this 11th day of May, 1971.

Grover A. Spearly
Chairman

Board of County Commissioners

ATTEST:

Wesley M. Kenney

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this 11th day of May, 1971, before me,
the undersigned, Notary Public, personally came the above named GEORGE
C. SMITH and JOYCE McKINLEY, whose official positions are respectively
Chairman of the Board of Commissioners and Chief Clerk of the County of
Centre, and who, in due form of law, acknowledged the foregoing Articles of
Incorporation to be the Act and Deed of said County for the purposes therein
specified.

Sara E. Baker
SARA E. BAKER, Notary Public
State College, Centre Co., Pa.
My Commission Expires July 12, 1977

I, Joyce McKinley, Chief Clerk of the Board of County Commissioners of Centre County, Pennsylvania, hereby certify that attached hereto is a true, correct and conformed copy of the Ordinance signifying the intention of the Board of County Commissioners to organize an Authority, setting forth and authorizing the execution of the Authority's Articles of Incorporation and designating the project to be undertaken by said Authority, all as duly enacted by the affirmative vote of a majority of the members of the Board of County Commissioners at a public meeting held the 4th day of May, 1971; and that the Ordinance has now been recorded in the Minutes of the Board of County Commissioners showing how each member voted thereon.

IN WITNESS WHEREOF, I have hereunto set my signature as such official and affixed the seal of Centre County this 11th day of May, 1971.

Joyce E. McKinley
 Chief Clerk
 Board of County Commissioners

Approved and filed in the Department of State on the 12th day of May, A.D.. 1971.

C. McLaughlin Tucker

Secretary of the Commonwealth

APPENDIX 3

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.STATE.PA.US/CORP

Centre County Recycling and Refuse Authority

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 61281

MCQUAIDE BLASKO
811 UNIVERSITY DR
STATE COLLEGE, PA 16801-0

ARTICLES OF AMENDMENT
OF
CENTRE COUNTY SOLID WASTE AUTHORITY

To the Secretary of the Commonwealth of Pennsylvania:

In compliance with the provisions of the Municipality Authorities Act, 53 Pa.C.S. § 5601 *et seq.*, the Authority, desiring to amend its Articles of Incorporation, hereby states that:

1. The name of the Authority is "Centre County Solid Waste Authority."
2. The Authority's registered office is located at 253 Transfer Road, Bellefonte, Pennsylvania 16823.
3. The Authority was formed under the Municipality Authorities Act of 1945, 53 Pa.C.S. § 5601 *et seq.*
4. The Authority's original Articles of Incorporation were filed on May 12, 1971.
5. The resolution of the municipality adopting the amendment is set forth in full in Exhibit A attached hereto and made a part hereof.
6. The amendment adopted by the municipality, set forth in full, is as follows:

"1. The name of the Authority is "Centre County Recycling and Refuse Authority."

WITNESS the due execution of these Articles of Amendment on this 16th day of November, 2011.

CENTRE COUNTY SOLID WASTE
AUTHORITY:

(SEAL)

Commonwealth of Pennsylvania
ARTICLES OF AMENDMENT-MISCELLANEOUS 7 Page(s)



T1132547035

By: Charles L. Frazier
Charles L. Frazier, Chairperson

By: Richard C. Stehouwer
Richard C. Stehouwer, Secretary

2011 NOV 17 PM 3:06

PA. DEPT. OF STATE
RECEIVED TIME NOV. 17. 2:49PM

Exhibit A

Resolution of Centre County

RECEIVED TIME NOV. 17. 2:49PM

RESOLUTION NO. 12 OF 2011

A RESOLUTION OF THE COUNTY OF CENTRE, PENNSYLVANIA,
ADOPTING AN AMENDMENT TO THE ARTICLES OF INCORPORATION
OF THE CENTRE COUNTY SOLID WASTE AUTHORITY

WHEREAS, the Centre County Solid Waste Authority has submitted to the Board of Commissioners of Centre County a resolution amending the Articles of Incorporation of the Centre County Solid Waste Authority.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Centre County:

Section 1. The Board of Commissioners of Centre County hereby adopts the following amendment to the Articles of Incorporation of the Centre County Solid Waste Authority, which amendment shall consist of amending section 1 to read as follows:

"1. The name of the Authority is "Centre County Recycling and Refuse Authority."

Section 2. All resolutions not in accord with this resolution are hereby repealed insofar as they conflict herewith.

RESOLVED into law by the Board of Commissioners of Centre County on this 11th day of October 2011, in lawful session regularly assembled.


CENTRE COUNTY BOARD OF COMMISSIONERS:


Joy W. Eich, Commissioner

Rich Rogers, Commissioner


Steven G. Dershem, Commissioner

ATTEST:


Denise L. Elbell, Director of Administrative Services

Date: October 11, 2011

RECEIVED TIME NOV. 17. 2:49PM

CENTRE DAILY TIMES

www.centredaily.com

PROOF OF PUBLICATION

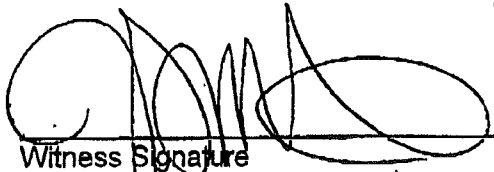
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CENTRE) SS:

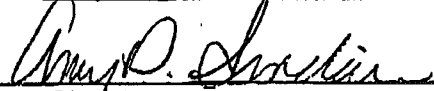
JANET SANTOSTEFANO, being duly sworn according to law says that she is an agent of the Centre Daily Times, a daily newspaper of general circulation, having its place of business in State College, Centre County, Pennsylvania, and having been established in the year 1898; that the advertisement, a printed copy of which is attached hereto, appeared in said newspaper on the

17 day(s) of October, 2011;

that affiant is not interested in the subject matter of the notice or advertisement; that all of the allegations contained herein relative to the time, place and character of the publication are true.


Witness Signature

Sworn and subscribed to me this 17th
day of October, A.D. 2011.


Notary Signature

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Amy D. Sinclair, Notary Public
College Twp., Centre County
My Commission Expires Aug. 14, 2013
Member, Pennsylvania Association of Notaries

NOTICE OF ARTICLES OF AMENDMENT
NOTICE IS HEREBY GIVEN, Under the provisions of Chapter 56 of the Municipality Authorities Act, the Centre County Solid Waste Authority intends to file Articles of Amendment with the Secretary of the Commonwealth. The Articles of Amendment provide that the Authority's name shall be changed to "Centre County Recycling and Refuse Authority." The Authority's registered office is located at 253 Transfer Road, Bellefonte, Pennsylvania 16823.
Daniel E. Bright, Esquire, McQuaid Blasko, Inc.
811 University Drive
State College, PA
16801-6699

3400 East College Avenue, State College, PA 16801

(814) 238-6000 800-327-5500

RECEIVED TIME NOV. 17. 2:49PM

PROOF OF PUBLICATION

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

JOHN R. MILLER, III, being duly sworn according to the law, says that he is co-editor of the Centre County Legal Journal, (The official legal newspaper of the 49th Judicial District, Centre County), having its place of business at Bellefonte, Centre County, Pennsylvania, having been established in the year of 1959, that the advertisement, printed copy of which is attached hereto, appeared in said Legal Journal on the 19th day of October 2011 that affiant is not interested in the subject matter on the notice or advertisement; that all of the allegations contained herein relative to the time, place and character of the publication are true.

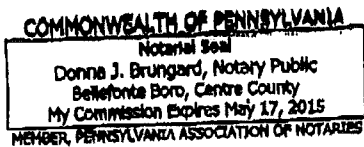
Sworn and subscribed to before)

me this 19th day of October)

A.D. 2011)

Donna J. Brungard)

John R. Miller, III
JOHN R. MILLER, III



NOTICE OF ARTICLES OF AMENDMENT

NOTICE IS HEREBY GIVEN, Under the provisions of Chapter 56 of the Municipality Authorities Act, the Centre County Solid Waste Authority intends to file Articles of Amendment with the Secretary of the Commonwealth.

The Articles of Amendment provide that the Authority's name shall be changed to "Centre County Recycling and Refuse Authority." The Authority's registered office is located at 253 Transfer Road, Bellefonte, Pennsylvania 16823.

Daniel E. Bright, Esquire
McQuiside Blasko, Inc.
811 University Drive
State College, PA 16801-6699

RECEIVED TIME NOV. 17. 2:49PM

APPENDIX 4

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.STATE.PA.US/CORP

CENTRE COUNTY SOLID WASTE AUTHORITY

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 61281

MCQUAIDE BLASKO
811 UNIVERSITY DR
STATE COLLEGE, PA 16801-0

COMMONWEALTH OF PENNSYLVANIA

Department of State

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

BE IT KNOWN THAT,

CERTIFICATE OF AMENDMENT

has been granted to;

CENTRE COUNTY SOLID WASTE AUTHORITY

whereby, the term of existence has been extended for 50 years under the authority of Act 22 of 2001, known as the Municipal Authority Act.

Filed this 30th day
of September, 2011



Carol Aichele

Secretary of the Commonwealth

ARTICLES OF AMENDMENT
OF
CENTRE COUNTY SOLID WASTE AUTHORITY

To the Secretary of the Commonwealth of Pennsylvania:

In compliance with the provisions of the Municipality Authorities Act, 53 Pa.C.S. § 5601 *et seq.*, the Authority, desiring to amend its Articles of Incorporation, hereby states that:

1. The name of the Authority is "Centre County Solid Waste Authority."
2. The Authority's registered office is located at 253 Transfer Road, Bellefonte, Pennsylvania 16823.
3. The Authority was formed under the Municipality Authorities Act of 1945, 53 Pa.C.S. § 5601 *et seq.*
4. The Authority's original Articles of Incorporation were filed on May 12, 1971.
5. The resolution of the municipality adopting the amendment is set forth in full in Exhibit A attached hereto and made a part hereof.
6. The amendment adopted by the municipality, set forth in full, is as follows:
"8. The Authority's term of existence shall extend for a period of 50 years from the date of approval of the Articles of Amendment."

WITNESS the due execution of these Articles of Amendment on this 29th day of September, 2011.

(SEAL)

CENTRE COUNTY SOLID WASTE
AUTHORITY



Commonwealth of Pennsylvania
ARTICLES OF AMENDMENT-MISCELLANEOUS 8 Page(s)



T1127611077

By: Charles L. Frazier
Charles L. Frazier, Chairperson

By: Richard C. Stehouwer
Richard C. Stehouwer, Secretary

2011 SEP 30 PM 2:29

PA. DEPT. OF STATE
RECEIVED TIME SEP. 30. 2:25PM

PRINT TIME SEP. 30. 2:27PM

Exhibit A

Resolution of Centre County

RECEIVED TIME SEP. 30. 2:25PM

PRINT TIME SEP. 30. 2:27PM

#08 OF 2011

A RESOLUTION OF THE COUNTY OF CENTRE, PENNSYLVANIA,
ADOPTING AN AMENDMENT TO THE ARTICLES OF INCORPORATION
OF THE CENTRE COUNTY SOLID WASTE AUTHORITY

WHEREAS, the Centre County Solid Waste Authority has submitted to the Board of Commissioners of Centre County a resolution amending the Articles of Incorporation of the Centre County Solid Waste Authority.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Centre County:

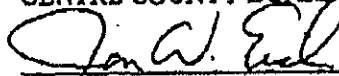
Section 1. The Board of Commissioners of Centre County hereby adopts the following amendment to the Articles of Incorporation of the Centre County Solid Waste Authority, which amendment shall consist of adding section 8 to read as follows:

"8. The Authority's term of existence shall extend for a period of 50 years from the date of approval of the Articles of Amendment."

Section 2. All resolutions not in accord with this resolution are hereby repealed insofar as they conflict herewith.

RESOLVED into law by the Board of Commissioners of Centre County on this 9
day of August, 2011, in lawful session regularly assembled.

CENTRE COUNTY BOARD OF COMMISSIONERS



Jon W. Elch, Commissioner



Rich Rogers, Commissioner



Steven G. Dershem, Commissioner

ATTEST:



Director of Administrative Services

Date: August 9, 2011

RECEIVED TIME SEP. 30. 2:25PM

PRINT TIME SEP. 30. 2:27PM

Exhibit B

Amendment

The following article shall be added to the Authority's Articles of Incorporation:

"8. The Authority's term of existence shall extend for a period of 50 years from the date of approval of the Articles of Amendment."

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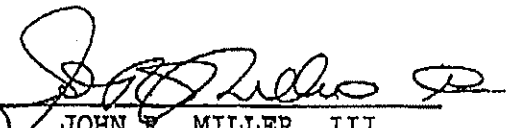
PRINT TIME SEP. 30. 2:27PM

PROOF OF PUBLICATION

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

JOHN R. MILLER, III, being duly sworn according to the law, says that he is co-editor of the Centre County Legal Journal, (The official legal newspaper of the 49th Judicial District, Centre County), having its place of business at Bellefonte, Centre County, Pennsylvania, having been established in the year of 1959, that the advertisement, printed copy of which is attached hereto, appeared in said Legal Journal on the 17th day of August 2011 that affiant is not interested in the subject matter on the notice or advertisement; that all of the allegations contained herein relative to the time, place and character of the publication are true.

Sworn and subscribed to before
me this 18th day of August


JOHN R. MILLER, III

A.D. 2011



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nancy L. Fravel, Notary Public
Bellefonte Boro, Centre County
My Commission Expires March 30, 2013
Member, Pennsylvania Association of Notaries

NOTICE OF ARTICLES OF AMENDMENT

Under the provisions of Chapter 56 of the Municipality Authorities Act, the Centre County Solid Waste Authority intends to file

Articles of Amendment with the Secretary of the Commonwealth. The Articles of Amendment provide that the Authority's term of existence shall extend for a period of fifty (50) years from the date of approval of the Articles of Amendment. The Authority's registered office is located at 253 Transfer Road, Bellefonte, Pennsylvania 16823.

RECEIVED TIME SEP. 30. 2:25PM

PRINT TIME SEP. 30. 2:27PM

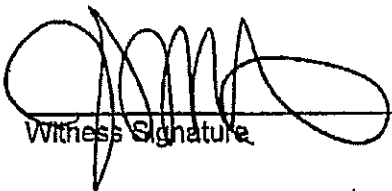
CENTRE DAILY TIMES

www.centredaily.com

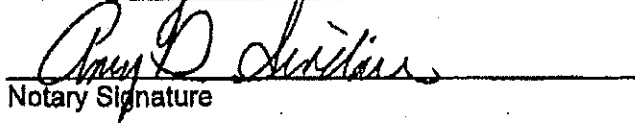
PROOF OF PUBLICATION

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:

JANET SANTOSTEFANO, being duly sworn according to law says that she is an agent of the Centre Daily Times, a daily newspaper of general circulation, having its place of business in State College, Centre County, Pennsylvania, and having been established in the year 1898; that the advertisement, a printed copy of which is attached hereto, appeared in said newspaper on the 7 day(s) of August, 2011; that affiant is not interested in the subject matter of the notice or advertisement; that all of the allegations contained herein relative to the time, place and character of the publication are true.


Witness Signature

Sworn and Subscribed to me this 22nd day of August, A.D. 2011:


Notary Signature

NOTICE OF
ARTICLE OF
AMENDMENT
Under the provisions
of Chapter 53 of the
Municipality Reform
Act, the Centre
County Solid Waste
Authority intends to
file Articles of
Amendment with
the Secretary of the
Commonwealth of
Pennsylvania. The
Articles of
Amendment provide
that the Authority
is authorized to
extend the existence
for a period of fifty
(50) years from the
date of approval of
the Articles of
Amendment. The
Authority's regis-
tered office is locat-
ed at 253 Foster
Road, Bellefonte,
Pennsylvania 16823.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Amy D. Sinclair, Notary Public
College Twp., Centre County
My Commission Expires Aug. 14, 2013
Member, Pennsylvania Association of Notaries

3400 East College Avenue, State College, PA 16801 (814) 238-5000 800-327-5500

RECEIVED TIME SEP. 30. 2:25PM PRINT TIME SEP. 30. 2:27PM

APPENDIX 5

**Centre County
Recycling and Refuse Authority**



**10-Year
Strategic Plan
March 2022**

Board of Directors

Served on Steering Committee

Richard Stehouwer – Chairman
Dennis Hameister – Vice Chair
Mark Henry – Secretary
Trilby Mayes- Treasurer

Tim Miller
Ashley Snook
Fred Gustkey

Board Solicitor

Daniel E. Bright, Attorney, McQuaide Blasko, Inc.

Authority Staff Assisting Steering Committee

** denotes steering committee member*

Executive Director (Exec. Dir).....Ted Onufrak*
Dep. Exec. Dir./Recycling Coord (DED/Rec. Coord)Joanne Shafer*
Operations Manager (Op. Mngr.).....Regan Hosterman
Office Manager (Off. Mngr.).....Katrina Pope
Education Coordinator (Ed. Coord.).....Amy Schirf
Enforcement Officer (Enf. Off.)David Watson
Assistant Recycling Coordinator (Asst. Rec. Coord.)Mimi Cooper
Commercial Recycling Coordinator (CRC).....Edward Hicks
Executive Secretary (Exec. Sec.).....Jeia Forsyth

Planning Facilitator

Rita Graham, COLEMAN-GRAHAM

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Goal C: Efficiencies	Page 20
Goal D: Organic Material Capacity	Page 22
Goal E: Illegal Dumping	Page 25
Goal F: Recruit, Develop, Retain	Page 27
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● Summary of Client/Customer and Municipality Surveys	Page 42
● Acronyms	Page 47

Introduction

In 2009 a Long-Range Strategic Plan was developed to provide guidance to the Authority for the next 40 years. The zero-to-ten-year goals (the major focus of this current plan update) addressed the establishment of an educational endowment fund, and illegal dump cleanup fund and the continued implementation and enforcement of flow control, via a county solid waste ordinance. Other needs identified were the further implementation of mandatory collection of waste and recyclables – currently only 11 of 35 municipalities have mandatory collection; more cooperation with neighboring counties (we currently provide recycling services to Clinton, Clearfield and Mifflin counties); expansion of organics recycling; increased efficiencies in recycling collection and processing and an increased focus on financial stability through revenue diversification.

Although some progress has been made in certain areas, there remain significant challenges/obstacles in other areas. This 10-year plan update serves to identify those challenges and establish action items to enhance the Authority's ability to achieve these long-range goals.

Plan Development

The Authority's 10-Year Strategic Plan identifies the Centre County Recycling and Refuse Authority's (CCRRA) priorities and lays out its steps to achieve the goals. The plan was created through a facilitated strategic planning process that involved the Authority's Board of Directors, leaders, staff and stakeholders. The steps used to develop the plan follows:

- Sent out an RFP to planning facilitators who had experience with environmental organizations
- Reviewed and selected a facilitator, and contracted Rita Graham of COLEMAN-GRAHAM as the facilitator to guide the Authority through the planning process
- Formed a Steering Committee to work with the facilitator throughout the planning process and to monitor progress. The Steering Committee was comprised of the Board of Directors, Executive Director, Deputy Executive Director and key Authority staff.
- The Steering Committee conducted 7 meetings to work on the 3 Phases of the Planning Process:
 - **Where are we now?** (internal & external input, trends, current situation)
 - **Where do we want to be and how will we get there?** (mission, vision, goals, objectives, critical success factors, barriers, strategies and action plans)
 - **How will we implement and monitor?** (strategic plan document, monitoring & communication plans)
- Two external surveys were conducted, a client/customer survey and a municipality survey, to solicit input on critical issues and key questions facing the Authority.
- An organizational assessment was conducted using Staff and Board surveys to assess where the organization is today and what the critical areas are for success in the future.
- A facilitated stakeholder meeting was conducted on September 2, 2021, involving CCRRA Board of Directors, key staff and representatives from State College Borough, Sierra Club, Centre Concrete, Centre Region COG, College Township, Penn State University, Potter Township and Carson Disposal. The session was used to gain ideas on critical issues to be addressed, trends, analysis of strengths, weaknesses, opportunities and threats (S.W.O.T.).

- The steering committee considered the internal and external input in the development of the goals, objectives and action plans.
- Over a series of meetings, the committee and staff created the draft plan content.
- The facilitator and Authority Executive Director then compiled the information into a draft strategic plan for the steering committee and board consideration and approval.

Plan Distribution

A printed copy of the plan will be provided to all Board of Directors, steering committee members and staff. The plan will be posted on the Authority's website and copies will be made available to others upon request.

Plan Usage

This is intended to be a living document, not a plan to be placed on a shelf and forgotten. The Authority's mission and its responsibilities include areas that are subject to rapid change in today's world. Equipment, technology, grant funding and forms of communication are just a few examples. As the Authority fulfills its role and adapts to change, this document will serve as a guide, helping keep the CCRRA focused and providing markers by which it can measure its progress toward meeting its goals and mission.

This document was adopted by the Centre County Recycling and Refuse Authority Board of Directors on March 28, 2022.

Centre County Recycling and Refuse Authority Overview

The Centre County Solid Waste Authority (CCSWA) was first incorporated in 1971 and began operating a municipal waste transfer station to handle waste from primarily the Centre Region, one of four waste sheds in the County at that time, circa 1974. The CCSWA transfer operation serviced a need created when the municipal landfill, owned and operated by State College Borough was closed. Municipal waste was transferred to a privately owned and operated landfill in Snow Shoe Township, Centre County.

In 1988, with the passage of Pennsylvania's Act 101, the CCSWA took the lead in implementing the requirements of the Act, including establishing a county wide recycling program, curbside recycling collection to mandated communities, and development of a county solid waste plan. Centre County, via the CCSWA, was the first county in the Commonwealth to build and operate a public Material Recovery Facility (MRF), or Recycling Center, to accept, process and market recyclable materials collected from county residents.

In 2012, to more accurately reflect the Authority's role in county government, the CCSWA changed its name to the Centre County Recycling and Refuse Authority (CCRRA). As it marks its 50th year of service to county residents, the Authority continues to provide leadership and oversight of solid waste management practices, including recycling collection for over 28,000 households, 800 businesses and operates a drop off system of over 100 containers throughout Centre County. Grant writing assistance provided to county municipalities has resulted in more

than \$39 million coming to many of the 35 municipalities comprising Centre County and to the Authority to provide for composting sites, leaf/grass collection services and recycling containers.

The Authority provides free electronic drop off recycling, an annual household hazardous waste collection event, and quarterly newsletter and educational programs/tours, either virtually or in person utilizing an on-site Interpretive Center.

CCRRA Mission and Vision Statements

As part of this strategic planning process CCRRA's mission and vision statements were updated. The revised versions are given below.

MISSION STATEMENT

To enhance the quality of life in Centre County by providing environmentally sound and economically efficient integrated waste management, waste reduction and recycling services through cooperative work with the private sector and educational services.

VISION STATEMENT

CCRRA is the leader in achieving ZERO waste for Centre County.

Critical Issues/Needs

The committee evaluated and considered the list of critical issues generated at the Stakeholder meeting, those identified in the client/customer and municipality surveys and the issues raised in the board and staff surveys. Most issues were consistent in the sources of input. The critical issues selected for inclusion in the strategic plan are:

- Recyclables, collection and processing
- Operating efficiencies
- Education
- Communication
- Engaging elected officials
- Retention/Recruitment/Replacement
- Staff and Board training needs
- Illegal trash dumps
- Long-term organization financial stability

Committee discussions on education, communication and engaging elected officials resulted in clarity that these 3 components have a very necessary overlap with how most of the other issues

are addressed in the plan; therefore, they are addressed within appropriate goals instead of being stand-alone type of goals.

Summary of Goals and Objectives

Six strategic goals are identified in the strategic plan to address the critical issues/needs.

SIX STRATEGIC GOALS

Goal A: Increase the amounts of recyclables we process relative to the amount of solid waste we handle. (Baseline 2021: 89% MSW 11% Recycling)

Goal B: Shift the Authority's organizational financial model from solid waste tipping fees to more diverse sources of revenue and maintain rate stability for customers.

Goal C: Improve efficiencies of the collection, processing and administrative operations to minimize costs per ton.

Goal D: Promote development of additional capacity for the collection, processing and management of organic material.

Goal E: Minimize illegal dumping and littering in Centre County.

Goal F: Recruit, develop and retain a diverse and well-trained workforce and board.

The following measurable objectives were developed to monitor progress and achieve the goals over a 10-year period.

GOAL A: Increase the amounts of recyclables we process relative to the amount of solid waste we handle. Baseline 2021

Objectives:

1. Decrease the amount of solid waste processed as a percentage by weight of the total amount of materials processed by CCRRA from 89% to 69% by 2031.
2. Decrease the percentage by weight of organic material in the solid waste stream from approximately 30% to 20% by 2031.
3. Decrease the quantity of recyclable materials in the waste stream processed by CCRRA from 11% to 5.5% by weight by 2031.
4. Add recyclable materials as markets develop and are practical. Specifically, add at least three non-traditional materials over the next ten years.
5. Reduce the weight of waste generation per capita by 2031. (*Amount to be determined after calculations*)

GOAL B : Shift the Authority's organizational financial model from solid waste tipping fees to more diverse sources of revenue and maintain rate stability for customers.

Objectives:

1. Increase the education of municipalities regarding services offered to reach all 35 municipalities by 2023.
2. Increase the number of paid services we provide within 3 years (by 2025). (*Baseline 8*)
3. Generate revenue from organic material collection within 3 years (by 2025).
4. Initiate a direct billing system for services provided within 2 years by 2024.

5. Increase the number of municipalities which have mandatory trash collection by 1 by 2024. (*Baseline 11*).
6. Explore regulatory avenues for maintaining or increasing material flow to CCRRA facilities by 2022.

GOAL C: Improve efficiencies of the collection, processing and administrative operations to minimize costs per ton.

Objectives:

1. Increase recycling route efficiencies using fuel and time measures for commercial, OCC, curbside, and drop-off recycling trucks by: (order of priority)
 - Commercial by 2023
 - OCC by 2024
 - Drop-off by 2025
 - Curbside by 2026
 - Organics by 2027
2. Evaluate throughput of marketable recyclables by 2023 to investigate potential increase of marketable recyclables. (Currently 49 tons per day, including glass.)
3. Increase the throughput of marketable recyclables by 20% by 2031.
4. Evaluate data collection, processing and reporting procedures for efficiency to better utilize staff time by 2022 and implement improvements by 2024.

GOAL D : Promote development of additional capacity for the collection, processing and management of organic material.

Objectives:

1. Increase prospective partners for expansion of organics collection and processing by 2023. (Farmers, extension services, municipalities, carbon sources, farm bureau).
2. Increase food waste processing capacity by adding one new system in 2024 and one additional system on a biennial basis. (*Baseline: 2 existing*)
3. Increase diversion of organics material from solid waste stream: (Residential) add one (1) township/village/municipality by 2025 then one additional on a biennial basis; (Commercial) add ten (10) commercial businesses/institutions by 2025 then five (5) more annually until 2032.
4. Reduce percentage of organic material in the waste stream by 30% within the ten-year time frame (2032).

GOAL E : Minimize illegal dumping and littering in Centre County.

Objectives:

1. Reduce the number of illegal dumping incidents by 33% by 2032. (*Baseline: 6*)
2. Create a Township Adopt a Road Program by 2027.
3. Increase magistrates' participation, awareness and enforcement of the Centre County Waste Management Ordinance. (*Baseline 5 out of 6*)
4. Increase the number of groups, organizations and persons participating in clean-up events by 5% by 2027 and by 10% by 2032. (*Baseline: 65*)
5. Increase the number of Municipalities which have mandatory trash collection by assisting with Goal B, Objective 6.

GOAL F : Recruit, develop and retain a diverse and well-trained workforce and board.

Objectives:

1. Annually retain at least 95% of non-probationary workforce. (Excluding staff retirements). (*Baseline: Currently retaining 95%*)
2. Recruit and hire diverse and qualified candidates within 90 days of the decision to fill a position.
3. Increase the % of employees who indicate that we have a positive team-oriented work environment, as measured by biennial surveys. (*Baseline 63% out of 54 survey responses*)
4. Achieve 100% participation in annual safety training for all employees.
5. Meet the professional development and technology training needs of all employees annually.
6. Meet board members' professional development needs annually.
7. Achieve succession planning for key positions by 2023.

Communications Plan

CENTRE COUNTY RECYCLING AND REFUSE AUTHORITY

STRATEGIC PLAN IMPLEMENTATION

Various groups will need to learn about the strategic plan. The communications plan indicates to whom and how the strategic plan will be communicated.

The steering committee identified the following communication methods:

1. Full Plan (Layout)
2. Goals Objectives Document
3. Presentation (PowerPoint)
4. Action Plans

Audience	What	How	Who	By When
CCRRA Staff/Board	Full Plan	Staff meeting	Exec. Dir.	6/2022
		Board meeting	Exec. Dir.	3/2022
Advisory Committee	Goals/PowerPoint	SWAC meeting	Exec .Dir./ Deputy Dir.	9/2022
General Public	Goals	Social Media	Education Coordinator	12/23
Elected officials/partners	Goals/PowerPoint	Face to face meetings/virtual meetings	Senior staff	ongoing

Implementation of Strategic Plan

The strategic plan will be implemented by those individuals identified in the individual action plans. Senior staff, working with the Authority Board, will prioritize the Goals/Objectives. The Executive Director will coordinate with the responsible individuals to determine target dates for completion of identified tasks. Staff meetings will be utilized to form teams to work on various action items, as needed.

Monitoring and Evaluation of Strategic Plan

The strategic plan will be implemented upon adoption by the Authority Board. The Executive Director will monitor the implementation of specific goals/objectives/action items on a monthly basis at regular staff meetings. The Authority Board, which also meets monthly, will be updated on a regular basis, as needed.

An annual review/evaluation of the strategic plan will be completed by the Authority Board, possibly at the annual reorganization meeting of the Board of Directors.

Additionally, part of the annual employee performance evaluation of the Executive Director will include the implementation and attainment status of the goals and objectives in the strategic plan.

Strategic Goals, Objectives Action Plans

GOAL A: *Increase the amounts of recyclables we process relative to the amount of solid waste we handle. Baseline 2021*

Concern due to anticipated trends:

- We believe there is movement towards increased commitment to recycling at the University leadership level, therefore we must form stronger partnerships and relationships with the University community.
- We believe there will be overall growth of population in the county, therefore we must be in a position to expand services and provide education with improved efficiency.
- We believe there will be an increase in construction and demolition, therefore we must anticipate higher volumes of incoming C&D waste and explore processes to handle the materials.
- We believe most consumers want to do the right thing therefore we must educate in partnerships and increase reuse and recycling options to achieve residential, commercial and institutional compliance.
- We believe there will be more government regulation regarding recycling requirements in the next 10 years, therefore we must stay involved with PROP, legislative committees, and local/state legislators to have a voice at the table driving the change.
- We believe that producers/manufacturers will not reduce waste (packaging, single use, etc.) on their own, therefore we must lobby for extended producer responsibility laws (E.P.R.) to regulate or incentivize packaging reduction and recyclable products at the producer level.

Critical issues addressed: more recyclable removal so less to landfills; need for more education; communication and engagement with elected officials

ACTION PLAN

Objective #1: *Decrease the amount of solid waste processed as a percentage by weight of the total amount of materials processed by CCRRA from 89% to 69% by 2031.*

Action Step	Who will do it?	By When?
1. Use the results of the 2021 Centre County Waste Composition Study to develop a template for each municipality to share with municipalities, businesses, etc. Accomplishing this will facilitate the other goals of our strategic plan.	Rec. Coord	2024
2. Analyze the results of the 2021 Centre County Waste Composition Study to determine the amounts of recyclable materials (including organics) in the waste stream.	Rec. Coord	End of 1 st 1/4 after results in
3. Analyze the County Waste Composition Study to identify opportunities for reduction in solid waste. Use the results to identify recyclables that could potentially be added to the program and what recyclable materials need to be targeted for additional education.	Rec. Coord	2023
4. Targeted educational campaigns based on the identified opportunities.	Ed. Coord	2023

5. Perform a county waste composition study onsite every five years.	Rec. Coord	March/April 2027
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Objective #2: *Decrease the percentage by weight of organic material in the solid waste stream from approximately 30% to 20% by 2031.*

Action Step	Who will do it?	By When?
1. Continue to advocate with municipalities to include expanded organics collection by their public works departments and/or in their collection contracts.	Exec. Dir/ Dep. Dir/ Asst. Rec. Coord./Ed. Coord./CRC	2022 & ongoing
2. Establish linkages between municipalities and businesses for commercial collection of organics in the Centre Region & State College Borough. Help them get equipment and grants. Add commercial organics collection to the Authority's advocacy program.	CRC/Rec. Coord.	2023 & ongoing
3. Meet with Centre Region staff to assist with facilitating a self-drop-off pilot for organics.	Rec. Coord.	2022
4. Work with haulers to encourage collection of organics.	Exec. Dir/ Dep. Dir/ Asst. Rec. Coord/Ed. Coord/CRC	2025
5. Revisit decentralized composting systems utilizing local farmers. Work with PA DEP to allow or work out permitting of on-farm processing of organics from municipal and commercial sources.	CRC/Rec. Coord/Other Partners/ Farmers	2025
6. Explore the potential to purchase equipment to be used by farms cooperatively.	Rec. Coord. & Coop. Extension	2024
7. Create waste exchanges between businesses for beneficial use i.e., beer/malt/barley.	Rec. Coord	2024 & ongoing
8. Continue to encourage UAJA on the commercial level digester and the partnership with CCRRA to provide feedstock.	Exec. Dir.	2022
9. Engage all incarceration facilities in Centre County to explore cooperatively processing organic materials with commercial level digesters and/or land application.	Rec. Coord/ County Com missioner/ PA DOC	2025

Objective #3: Decrease the quantity of recyclable materials in the waste stream processed by CRRRA from xx% to xx% by weight by 2031. (Need current percent of recyclables in the trash from the current waste sort and decrease that number by half.)

Action Step	Who will do it?	By When?
1. Encourage residents to remove all recyclables from the waste stream.	All Authority Staff	Ongoing
2. Expand curbside collection of traditional materials in areas where the household density makes this feasible (for example in Centre Hall and Millheim Boroughs).	Rec. Coord	2024
3. Expand drop-off recycling collection, if necessary, where curbside collection is not practical. This would include areas not practical for curbside collection.	Rec. Coord	2023
4. Work with municipalities on mandatory trash collection and PAYT collection. (Goal B Objective 6)	Enf. Of/ Rec. Coord	Start in 2022
5. Establish a better network (governmental liaison) with local municipal governments to distribute recycling information.	Ed. Coord	2022
6. Continue to facilitate the stalled (due to COVID) multi-family recycling program.	Ed. Coord	Already started pre-COVID
7. Analyze current recycling drop off locations for efficiency and increased participation.	Rec. Coord/ CRC	2024

Objective #4: Add recyclable materials as markets develop and are practical. Specifically, add at least three non-traditional materials over the next ten years.

Action Step	Who will do it?	By When?
1. Assist the Recycling Markets Center with research and development of a market for an additional recyclable material (possible materials: organics/Polypropylene).	Rec. Coord	2024
2. Assist the Recycling Markets Center with research and development of a market for an additional recyclable material.	Rec. Coord	2027
3. Assist the Recycling Markets Center with research and development of a market for an additional recyclable material.	Rec. Coord	2030

Objective #5: Reduce the weight of waste generated per capita by 2031. (Amount to be determined after calculations)

Action Step	Who will do it?	By When?
1. Education campaign to promote buying for recyclability and/or waste reduction (Buying Green).	Ed. Coord	2023
2. Develop a green purchasing collective working with municipalities, school districts, businesses, etc.	Ed. Coord	2025
3. Utilize the green purchasing collectives to advocate for and incentivize production and packaging of goods that are more easily recycled.	Exec. Dir/ Rec. Coord/ Board	2027

GOAL B : *Shift the Authority’s organizational financial model from solid waste tipping fees to more diverse sources of revenue and maintain rate stability for customers.*

Concern due to anticipated trends:

- We believe that recycling markets will continue to be volatile, therefore we must diversify revenue streams, find additional sources of quality recyclable materials, and develop commodity markets.
- We believe there will be a push towards zero waste, therefore we must diversify funding or shift costs by charging a true cost for services.
- We believe available grants will continue to be diminished, therefore we must diversify revenue and advocate for legislative funding and mandates at all levels.
- We believe there will be a steady decline in state grant funding, therefore we must educate and enlist a champion legislative partner to lobby/promote legislation reform.

Critical issues addressed: long-term organization financial stability; education on costs; communication and engagement with elected officials

ACTION PLAN

Objective #1: *Increase the education of municipalities regarding services offered to reach all 35 municipalities by 2023.*

Action Step	Who will do it?	By When?
1. Develop informational forms for municipalities to show free services and their costs	Ex. Dir/ Rec. Coord	12/22
2. Determine costs of current free services	Exec. Dir/Rec. Coord./ Asst. Rec. Coord/ Off. Mngr/Op. Mngr	6/22
3. Distribute informational forms with data on free services and costs	Multiple staff	6/22 Annually
4. Education outreach on above – newsletter/social media/articles	Multiple staff	Ongoing
5. Meet with elected officials of all 35 municipalities	Multiple staff	2023 ongoing
6. Provide education to general public on waste and recycling services offered	Multiple staff	Ongoing

Objective #2: Increase the number of paid services we provide within 3 years (by 2025). (Baseline 8)

Action Step	Who will do it?	By When?
1. Determine costs of current free services	Exec. Dir/Rec. Coord./ Asst. Rec. Coord/ Off. Mngr/Op. Mngr	8/22
2. Determine true costs of all services	Exec. Dir/ Rec. Coord./ Asst. Rec. Coord/Off. Mngr/ Op. Mngr	8/22
3. Educate customers/municipalities about all services we provide	Multiple staff	Ongoing
4. Set the rates for services provided to cover operational expenses	Board	Annually
5. Annually calculate lost revenue from MSW tipping fees	Exec. Dir/Off. Mngr	Annually/ Budget
6. Establish formal agreements with future customers/municipalities	Exec. Dir/Rec. Coord/ Solicitor	As needed

Objective #3: Generate revenue from organic material collection within 3 years (by 2025).

Action Step	Who will do it?	By When?
1. Identify available disposal (compost) facilities	Recycling staff	11/21
2. Determine organics material to be collected, collection region, collection type, customer type	Recycling staff	12/22
3. Develop preliminary business plan	Asst. Rec. Coord.	12/22
4. Estimate/specifications for collection vehicle/other capital expenses	Op. Mngr	9/22
5. Develop a preliminary project budget	Exec. Dir/Off. Mngr	9/22
6. Secure disposal agreement with disposal facility(s)	Exec. Dir/Recycling staff	10/22
7. Actively solicit the major generators of organics waste in Centre County	Recycling Staff	10/22 ongoing
8. Adopt CRRRA budget with rate schedule	Board	11/22
9. Order/purchase collection equipment	Op. Mngr.	4/23
10. Estimate startup date/customers	Exec. Dir./ Rec. Coord./ Asst. Rec. Coord/Off. Mngr/ Op. Mngr	10/23

11. Sign MOU's with customers	Recycling Staff	12/23 ongoing
12. Determine routes for efficiency	Recycling/Collection Staff	1/24
13. Initiate collection operation	Collection Staff	4/24

Objective #4: *Initiate a direct billing system for services provided by 2024.*

Action Step	Who will do it?	By When?
1. Identify if new software is needed, if so purchase	Off. Mngr/Adm. Asst. II	12/22
2. Identify Staff training and begin to implement	Office Manager	12/22
3. Set up/populate data into the accounting program	Office Manager	12/22
4. Implement direct billing program	Multiple staff	12/22
5. Set rates for direct/bulk billing	Board	12/22
6. Initiate direct/bulk billing	Multiple staff	1/23

Objective #5: *One additional municipality will have mandatory trash collection by 2024. (Baseline 11)*

Action Step	Who will do it?	By When?
1. Identify costs for all services	Exec. Dir./Off. Mngr	12/22
2. Educate elected officials on those costs	Multiple staff	2022/2023
3. Make personal visits to elected officials to promote mandatory trash collection	Exec. Dir./Rec. Coord/ Enf. Off.	2022/2023
4. Encourage enforcement of current mandated trash collection ordinances	Enf. Off.	Visit Annually
5. Offer staff assistance for development and administration of competitive bid contracts	Exec. Dir./Rec. Coord/ Enf. Off.	Visit Annually

Objective #6: Explore regulatory avenues for maintaining or increasing material flow to CCRRRA facilities by 2022.

Action Step	Who will do it?	By When?
1. Develop language for County Plan/County Ordinance	Solicitor	03/22
2. Obtain County Plan Approval from Commissioners	Multiple staff	9/22
3. Educate elected officials on need for regulations	Multiple staff	10/23
4. Identify elected officials willing to lobby and promote recycling	Multiple staff	10/23
5. Obtain DEP approval of County Plan	Multiple staff	11/22

GOAL C: *Improve the efficiency of collection, processing, and administrative operations to minimize costs per ton.*

Concern due to anticipated trends:

- We believe that finance costs for collection, processing and transportation will continue to fluctuate, therefore we must foster municipal support to improve our service efficiencies (drop offs, curbside, collection, processing, transport).
- We believe that industry technology will continue to change, therefore we must monitor, make recommendations and adopt appropriate changes.
- We believe fuel system technology will continue to change (electric, CNG...), therefore we must develop and continue route efficiencies to maximize fuel economy no matter the type of fuel and we must stay ahead of mandates to ensure procurement of those types of vehicles.
- We believe there will be overall growth of population in the county, therefore we must be in a position to expand services and provide education with improved efficiency.
- We believe there will be an increase in construction and demolition, therefore we must anticipate higher volumes of incoming C&D waste and explore processes to handle the materials.

Critical issues addressed: operating efficiencies for recyclables collection and processing

ACTION PLAN

Objective #1: *Increase recycling route efficiencies using fuel and time measures for commercial, OCC, curbside, and drop-off recycling trucks by: (order of priority)*

- ***Commercial by 2023***
- ***OCC by 2024***
- ***Drop-off by 2025***
- ***Curbside by 2026***
- ***Organics by 2027***

Action Step	Who will do it?	By When?*
1. Research routing software	Management Team w/ IT	10/22
2. Analyze existing routes	Staff	Annually*
3. Reconfigure routes	Staff	
4. Implement new routes	Collections Supervisor	
5. Re-analyze for efficiency. Adjust as necessary	Management Team	
<i>*Each collection type will be completed during the year as outlined above</i>		

Objective #2: Evaluate throughput of marketable recyclables by 2023 to investigate potential increase of marketable recyclables.

Action Step	Who will do it?	By When?
1. Establish production baseline (Currently 49 tons per day, including glass.)	Quality Control, Ops. Supervisors & other management	2/23
2. Use baseline to investigate potential increases.	Same as above	2023

Objective #3: Increase the throughput of marketable recyclables by 20% by 2031.

Action Step	Who will do it?	By When?
1. Engage a consultant to review our process and suggest improvements	DEP technical assistance, Private sector	1/24
2. Review suggestions	Management Team	6/24
3. Develop implementation plan	Management Team	7/24
4. Research capital improvement costs	Management Team	8/24
5. Present complete plan, cost analysis and projected throughput gains to the Board	Management Team	9/24
6. Implement approved changes	Operations Team	2025-31*
7. Re-analyze for efficiency	Management Team	2025-31*
<i>*Implementation and analysis of progress will likely be in stages as various improvements/upgrades are made</i>		

Objective #4: Evaluate data collection, processing and reporting procedures for efficiency to better utilize staff time by 2022 and implement improvements by 2024.

Action Step	Who will do it?	By When?
1. Review existing procedures for data entry and reporting and establish a baseline and a target for efficiency improvement.	Office, IT and Management	12/23
2. Research available technology and software	IT and Management	8/22
3. Present recommendations to Executive Director	Office Manager	9/22
4. Implement new data entry and reporting system	Office, IT and Management	1/24

GOAL D: *Promote development of additional capacity for the collection, processing, and management of organic material.*

Concern due to anticipated trends:

- We believe the public demand/need for additional recyclables will continue and include organics, therefore we must develop additional capacity for managing organic materials.

Critical issues addressed: more recyclable removal so less waste to landfills; education; communication and engagement of elected officials.

ACTION PLAN

Objective #1: *Increase prospective partners for expansion of organics collection and processing by 2024. (Farmers, extension services, municipalities, carbon sources, farm bureau etc.)*

Action Step	Who will do it?	By When?
1. Identify existing partners and engage additional partners	CRC/Rec Coord./ Asst. Rec Coord.	2022/ongoing
2. Explore feasibility of on-farm composting regulations to assist with decentralized, on-farm composting set up (permitting)	CRC/Rec. Coord./ Asst. Rec. Coord.	ongoing
3. Explore feasibility for equipment funding cooperative for on-farm composting.	CRC/Rec. Coord./ Asst. Rec. Coord.	2022-2023
4. Identify farmers with program interest; engage with Cooperative Extension and other agricultural organizations to spread word to farmers	CRC/Rec Coord./ Asst. Rec. Coord.	2022-2023/ ongoing
5. Determine appropriate collection systems for delivery of organics to participating farms and assist with implementation of such collection systems.	CRC/Rec.Coord./ Asst. Rec. Coord.	2023/ongoing
6. Compost Training	CRC/Rec. Coord./ Asst. Rec. Coord.	2023/ongoing
7. Marketing of finished product.	(same as above)/ Ed. Coord.	2023/ongoing

Objective #2: Increase food waste processing capacity by adding one new system in 2026 and one additional system on a biennial basis. (Baseline: 2 systems already existing) [Progress depends on feedback/completion of Objective #1]

Action Step	Who will do it?	By When?
1. Based on the results of Objective 1, identify site(s) for composting facilities and develop a budget (operating costs/revenue generation) for each facility.	CRC/Rec. Coord./ Asst. Rec. Coord.	2025
2. Assist new composting sites with acquisition of needed DEP permits.	CRC/Rec. Coord./ Asst. Rec. Coord.	2025
3. Assist new composting sites with establishing an equipment cooperative and with obtaining needed equipment. Equipment must be on-site before new system(s) can start accepting organics.	Rec. Coord./ Asst. Rec. Coord.	2025*
4. Monitor/address issues as needed.	CRC/Rec. Coord./ Asst. Rec. Coord.	ongoing
<i>*timeframe depends on permit status</i>		

Objective #3: Increase diversion of organics material from solid waste stream: (Residential) add one (1) township/village/municipality by 2026 then one additional on a biennial basis. (Commercial) add Ten (10) commercial businesses/institutions by 2026 then five (5) more annually until 2032. [Progress depends on feedback/completion of Objective #1]

Action Step	Who will do it?	By When?
1. Gauge interest of municipalities and commercial entities in establishing organics collection. Select those we will work with to establish new collection programs.	CRC/Rec. Coord./ Asst. Rec. Coord.	2025/ongoing
2. Determine program costs, launch education program, and select start dates (mandatory or optional needs to be decided)	CRC/Rec. Coord./ Asst. Rec. Coord.	2025
3. Container roll-out with instructions.	CRC/Op. Mngr.	2025
4. Monitor issues and address as needed.	CRC	ongoing

Objective #4: Reduce percentage of organic material in the waste stream, reduce percentage by weight from 30% to 20% within the ten-year time frame (2032). Baseline _waste study #_

Action Step	Who will do it?	By When?
1. Continue to advocate with municipalities to include expanded organics collection in their public works department and/or in their collection contracts.	Executive staff/ Board	2022/ongoing

<p>2. Make linkages between municipalities and businesses for commercial collection of organics in the COG & State College Boro. Assist with equipment procurement and grant applications. Add commercial organics collection to the Authority's advocacy program.</p>	<p>CRC./Rec. Coord./ Asst. Rec. Coord.</p>	<p>2022/ongoing</p>
<p>3. Meet with COG staff to assist in the development of self-drop-off pilot for organics.</p>	<p>Rec. Coord./ Asst. Rec. Coord.</p>	<p>2022</p>

GOAL E: *Minimize illegal dumping and littering in Centre County.*

Critical issues addressed: illegal trash dumps; education; communication and engagement of elected officials

ACTION PLAN

Objective #1: *Reduce the number of illegal dumping incidents by 33% by 2032. (Baseline 6)*

Action Step	Who will do it?	By When?
1. Produce annual report of types and locations of incidents	Enf. Off.	Annually
2. Distribute report and educate public and elected officials about incidents	Enf. Off./Ed. Coord.	Annually
3. Develop incentive program to report and prevent illegal dumping	Enf. Off.	2025
4. Publicize prosecutions for illegal dumping	Enf. Off./Ed. Coord.	Ongoing
5. Utilize surveillance cameras in problem areas	Enf. Off.	Ongoing

Objective #2: *Create a Township Adopt a Road Program by 2027*

Action Step	Who will do it?	By When?
1. Work with current municipal programs	Enf. Off.	2027
2. Work with KCCB in recruiting “adopters”	Enf. Off./KCCB	2027 ongoing

Objective #3: *Increase magistrates’ participation, awareness and enforcement of the Centre County Waste Management Ordinance (Baseline 5 out of 6)*

Action Step	Who will do it?	By When?
1. Conduct annual education meeting (evening) for county magistrates	Enf. Off./Ed. Coord./KCCB	2024 ongoing
2. Conduct annual education day for cooperating enforcement agencies	Enf. Off./Ed. Coord./KCCB	2024 ongoing

Objective #4: Increase the number of groups, organizations and persons participating in clean-up events by 5% by 2027 and by 10% by 2032. (Baseline: 65)

Action Step	Who will do it?	By When?
1. Develop list of potential additional participants	Enf. Off.	2023
2. Develop incentives for recruiting participants	Enf. Off.	2024
3. Target potential participants for recruitment	Enf. Off.	2024
4. Publicize cleanup events	Ed. Coord./ KCCB Sec.	Ongoing
5. Provide support (financial, resources) for conducting cleanup events	Board	Ongoing

Objective #5: Increase the number of municipalities which have mandatory trash collection by assisting with Goal B, Objective 6

Action Step	Who will do it?	By When?
1. Assist with Goal B, Objective 6	Exec. Dir./ Rec. Coord./Enf. Off./Ed. Coord.	Ongoing

GOAL F: *Recruit, develop and retain a diverse and well-trained workforce and board.*

Concern due to anticipated trends:

- We believe that industry technology will continue to change, therefore we must monitor, make recommendations and adopt appropriate changes.

Critical issues addressed: retention, recruitment, replacement; communication; staff & board training development needs

ACTION PLAN

Objective #1: *Annually retain at least 95% of non-probationary workforce. (Excluding staff retirements). Baseline: Currently retaining 95%*

Action Step	Who will do it?	By When?
1. Prepare recommendation for COLA increases and annual merit for all employees	Off.Off. Mngr./Exec. Dir.	Annually
2. Maintain COLA increase and annual merit increase for employees	Board	Annually
3. Review benefits package to stay competitive	Off. Mngr./Exec. Dir.	Every 3 years
4. Complete a salary study and review of exempt employees	Exec. Dir./Board	2023 and 2031
5. Complete a salary study of non-exempt employees	Exec. Dir./Board	2026 and 2031
6. Analyze our current and then implement a more effective annual review process	Exec. Dir./Dep. Dir./ all supervisors	2023 and annually

Objective #2: *Recruit and hire diverse and qualified candidates within 90 days of the decision to fill a position.*

Action Step	Who will do it?	By When?
1. Convert our paper job application to an on-line fillable form and make it available on our website	Ed. Coord.	2022
2. Review current job descriptions, assigned duties, and titles	Exec. Dir./Dep. Dir.	2022
3. Use review from above step to align and update job descriptions, duties, and titles with positions	Exec. Dir./Solicitor/ Dep. Dir.	2022

4. Research and develop interview training for personnel committee and management	Exec. Dir./Dep. Dir./O. Mngr./ Solicitor	2022
5. Establish a CCRRA DEI policy	Exec. Dir./Dep. Dir./Solicitor/ Board	2023
6. Include DEI in all CCRRA messaging/education	Ed. Coord./Solicitor	2023
7. Planned strategy for advertising open positions	Management	2023 review annually
8. Research and customize recruitment materials that address DEI	Ed. Coord./Solicitor	2023

Objective #3: Increase the % of employees who indicate that we have a positive team-oriented work environment, as measured by biennial surveys. (Baseline 63% out 54 survey responses)

Action Step	Who will do it?	By When?
1. Establish channels for open communication within layers of the organization	Exec. Dir./Dep. Dir.	2022
2. Identify and implement effective management training for all staff meeting attendees including results from staff survey	Exec. Dir./Dep. Dir.	2022
3. Hold an all hands meeting at least once a year to share CCRRA vision with all employees	Exec. Dir.	2022 & annually
4. Establish team goals and objectives	Exec. Dir./Dep. Dir./ Op. Mngr./ Supervisors	2022 / annually
5. Explore and establish employee resource groups	Staff meeting personnel	As needed/ ongoing
6. Review updated job descriptions etc. as outline in Objective 2 with employees	Supervisor	With annual starting 2023
7. Identify and implement an effective communication training for all staff mtg. attendees	Exec. Dir./Dep. Dir.	2023
8. Explore opportunities for small team building activities	Staff meeting personnel	2023
9. Conduct biennial staff surveys to gain staff input and gauge morale level	Exec. Dir./Dep. Dir.	2024

Objective #4: Achieve 100% participation in annual safety training for all employees.

Action Step	Who will do it?	By When?
1. Establish a training schedule for each department	Outside consultant	2023
2. Establish an overview safety training schedule for all employees	Outside consultant	2023
3. Add safety training component to annual review process	Outside consultant	2023
4. Implement recommended training schedules and changes	Exec. Dir./ management	2024

Objective #5: Meet the professional development and technology training needs of all employees annually.

Action Step	Who will do it?	By When?
1. Establish core competencies for appropriate positions	Exec. Dir./Dep. Dir./ Op. Mngr./ Supervisors	2022
2. Establish post training/conference follow-up	Exec. Dir./Dep. Dir./Op. Mngr./ Supervisors/ Ed. Coord.	2022
3. Training needs assessment for employees as needed	Exec. Dir./Dep. Dir./Op. Mngr./ Supervisors/ Ed. Coord.	2023 and ongoing
4. Develop training plans for certain employees based on results of staff survey	Exec. Dir./Dep. Dir./ Op. Mngr./ Supervisors/ Ed. Coord.	2024
5. Stay current with industry changes and technology advances	Exec. Dir./Dep. Dir./ Op. Mngr./ Supervisors/ Ed. Coord.	ongoing
6. Funding for budget	Board	Annually

Objective #6: Meet board members' professional development needs annually.

Action Step	Who will do it?	By When?
1. Develop an orientation manual and meeting for board members	Board/Exec. Dir./ Dep. Dir./ Ed. Coord.	2022
2. Provide ongoing quarterly training to address results from Board survey	Exec. Dir./Dep. Dir./ Solicitor	2022 and ongoing
3. Develop acronym document for reference	Exec. Dir./ Ed. Coord.	2022
4. Keep board informed of industry trends and changes	Exec. Dir./Dep. Dir./ Solicitor	ongoing
5. Keep board informed of state and federal legislation	Exec. Dir./Dep. Dir./ Solicitor	ongoing

Objective #7: Achieve succession planning for key positions by 2023.

Action Step	Who will do it?	By When?
1. Update position descriptions and use to identify gaps, overlap, & potential to delegate key duties or conduct cross training	Board/Exec. Dir.	2022
2. Write succession plan for Exec. Dir. and key staff	Board/Exec. Dir.	2022
3. Cross train on programs	Board/Exec. Dir.	2024
4. Retain retirees on consulting basis to provide training to newly hired staff	Board/Exec. Dir.	2024
5. Identify and train additional staff on fiscal and personnel duties	Board/Exec. Dir.	2024

APPENDIX

Stakeholder Meeting Summary

Centre County Recycling & Refuse Authority (CCRRA)

Strategic Planning Stakeholder Meeting

September 2, 2021

Location: CCRRA's Interpretive Center

Agenda

Purpose: to gather input to aid CCRRA in writing its' strategic plan for next 10 years. Gain your ideas on critical issues/needs to be addressed, trends, strengths, weaknesses, opportunities & threats (S.W.O.T).

- 8:45 Gathering Time
- 9:00 Welcome & Introductions
- What the CCRRA does now – **Ted Onufrak**
- Planning Process
- Input
 - Timeline
- Critical Issues/Needs to Address in Plan
- Trends Which May Impact the Authority
- S.W.O.T. Analysis
- Noon **LUNCH – provided on site**
- 12:30 Ranking Critical Issues/Needs
- Criteria
 - Lobbying & Voting
- Wrap-Up
- 1:00 **Adjourn**

Summary of Stakeholder Input

The following are the facilitator's notes of input provided during the 9/2/21 stakeholder meeting.

I hope you expand to include recycling/reuse of _____.

** Means a repeated response*

- Compost facility for organic material
- Organics **
- County wide organics program
- Reuse more lumber
- Yard Waste *

One improvement I would like to see is _____.

- Expand recycling
- Expand curbside & commercial
- Expand curbside recycling
- Expand curbside recycling & include plastics (i.e., plastic bags)
- Collection in the county
- Mandatory refuse collection in all municipalities
- Simplify commodities between University & CCRRA
- Improve recycling in student housing
- Less contamination
- Fewer GHG emissions
- Emphasize reduce
- Incentivize reduction of both refuse & recycling
- Expand education on what is recyclable
- Implement actions from waste sort system

TRENDS which have the potential to impact the Authority over the next 10-years:

We believe that _____, therefore we (the Authority) must _____.

** Means a repeated trend response*

1. We believe that recycling markets will continue to be volatile, therefore we must diversify revenue streams, find additional sources of quality recyclable materials, and develop commodity markets. *
2. We believe there will be a push towards zero waste, therefore we must diversify funding or shift costs by charging a true cost for services.
3. We believe local, state and federal waste reduction goals will be set, therefore we must provide education and incentives for all stakeholders and move towards revenue streams based on integrated waste management and be prepared to provide enforcement.
4. We believe available grants will continue to be diminished, therefore we must diversify revenue and advocate for legislative funding and mandates at all levels. *
5. We believe there will be a steady decline in state grant funding, therefore we must educate and enlist a champion legislative partner to lobby/promote legislation reform.
6. We believe there will be more government regulations in the next 10-years, therefore we must stay involved with PROP, legislative committees, and local/state legislators to have a voice at the table driving the change. *
7. We believe that producers/manufacturers will not reduce waste (packaging, single use, etc.) on their own, therefore we must lobby for extended producer responsibility laws (E.P.R.) to regulate or incentivize packaging reduction at the producers level.
8. We believe fuel system technology will continue to change (electric, CNG...), therefore we must develop and continue route efficiencies to maximize fuel usage no matter the type of fuel and we must stay ahead of mandates to ensure procurement of those types of vehicles. *
9. We believe there is movement towards increased commitment to recycling at the University leadership level, therefore we must form stronger partnerships and relationships with the University community.
10. We believe there will be overall growth of population in the county, therefore we must be in a position to expand services and provide education with improved efficiency. *
11. We believe there will be an increase in construction and demolition, therefore we must anticipate higher volumes of incoming C&D waste and explore processes to handle the materials.

12. We believe consumers want to do the right thing if it does not cost them more, therefore we must educate, educate and educate in partnerships and increase reuse and recycling options to achieve residential, commercial and institutional compliance.
13. We believe that finance costs for collection, processing and transportation will continue to fluctuate, therefore we must foster municipal support to improve our service efficiencies (drop offs, curbside, collection, processing, transport).
14. We believe the public demand/need for additional recyclables will continue and include organics, therefore we must develop a yard waste composting site.
15. We believe we will continue to see business mergers for collection and disposal, therefore we must monitor mergers, use reputable local firms and be sensitive to the merger potential in our RFPs and contracts.

Critical Issues Grouped by Categories

(#) Is the scoring as result of ranking to set priorities

A. Expansion of Services (27)

- Drop off on campus
- Increase convenience of recycling by increasing number of locations
- More recyclable items
- Add more miscellaneous plastics
- Add rare products like vinyl & lumber

B. Curbside Mandate (21)

- County wide engagement
- Mandatory collection
- Expand curbside

C. Improvements to Recycling Collection (28.5)

- Simplify source separation
- Improve Blue Bag process
- Consider rural vs. urban issues
- Routing improvements
- Need greater compliance

D. Improvements to Recycling Process (9.5)

- Assure all technology is efficient
- Processing improvements needed
- Consider single stream like Lycoming Co.

E. Construction & Demolition Waste (0)

F. Education (28)

- Recycling is hard
- Need student engagement
- Need resident engagement
- Educate on acceptable items & proper preparation

G. Costs/Finances (29)

- Need assured funding
- Recycling has to pay for itself
- Cost shifting
- Market development for more commodities
- Costs
 - i. Competitive wages at all levels
 - ii. Equipment procurement
 - iii. Transportation costs
 - iv. Competition impact on costs

H. Reduce Illegal Dumping (0)

I. Food Organics Recycling (33)

- Food waste composting
- Organics funding

J. Yard Waste (24)

- Reduce the yard waste volume

K. Waste reduction (15)

- Reduce waste per user
- Eco Park
- Expand amount recycled

L. Legislation (34)

- More local regulations – legislation
- Need municipal support
- Mandatory garbage collection

Yellow Highlights show 8 critical issues scoring above 20 in ranking process.

STAKEHOLDERS' INPUT

Critical Issues to Address in Strategic Plan in Priority Order

1. (34) **Legislation** – need for more municipal support, more local regulations and mandatory garbage collection
2. (33) **Food Waste/Organics Composting** – need funding
3. (29) **Costs/Finances** – recycling has to pay for itself, cost shifting must occur along with market development for more commodities to cover costs
4. (28.5) **Recycling Collection** – improvements must be made; to routing, to simplify source separation, to address rural vs. urban needs, to the Penn State Blue Bag process and to achieve greater compliance
5. (28) **Education** – need for more student and resident engagement by making recycling more easily understood – the acceptable items and the proper preparation of items
6. (27) **Expansion of Services** – to increase the convenience to recycle - include drop offs on campus, add more recyclable items (misc. plastics, vinyl, lumber)
7. (24) **Yard Waste** – composting of yard waste to divert a large volume of waste from landfills.
8. (21) **Curbside Recycling Expansion** – a mandate to gain county wide engagement

Parking Board: Items for Board to Discuss Further

- Lycoming County & how they use single stream method
- Operational expenses
- Vendor relationships
- Rail access study & future changes in its use
- University's disconnect with recycling services from 2 categories
 - O.P.P
 - Academics
- Investigate technology changes – is landfilling the right disposal method

S.W.O.T Analysis

Format: attribute + its impact

Strengths – positive internal conditions that can be used in strategies to help carry out goals & objectives

- Long term employees & board members with history yielding increased knowledge, established relationships and improved efficiencies
- Good degree of Vision & Adaptability to change with times & keep up with demand and market changes
- Good strong reputation to gain community buy-in
- “Overall” good pay, benefits & work environment resulting in employee retention thus cost savings
- Multiple funding sources so not solely dependent on state funds
- Customer service that results in happy customers, good reputation & community standing
- Education program that achieves quality participation
- Well maintained equipment & infrastructure for a safe, good work atmosphere and a good relationship with regulatory agencies
- High quality of recyclables (i.e., glass) so ability to sell them
- Location central for transportation

Weaknesses – negative internal conditions that are potential barriers to address for success of goals & objectives

- Loss of senior personnel yields loss of institutional knowledge & networking
- Long term employees & board members so resistance to change and ultimately a loss of institutional knowledge
- Capital Improvement Plan (is 7-10 years with rolling stock upgrades as needed) not long range enough to forecast funding and limits ability to expand & be adaptable
- Though well maintained, aging infrastructure becoming obsolete and hard to obtain parts so replacement funding need
- Lack of implementation of long-range plan results in a sense of futility (no succession plans & not in a position to meet future expansion needs)
- Not enough input from haulers/businesses so affects their buy-in

Opportunities – positive external possibilities that can be used in strategies to help carry out goals & objectives

- Area consumer is more sensitive so positively affects buy-in
- Our location to expand services into other counties resulting in cost savings and more revenue
- Room to expand (though running out – investigate other land opportunities i.e., Rockview property) so costs less for transportation and could create more markets *(added note: “possible prison labor use?” which resulted in discussion on how it was not viable from past experiences)*
- Rail access exists so ability to investigate its use in transportation efficiency
- Diversity in types of education methods so can be nimble and changing with types i.e., Pokémon Go, Tiktok, student services app to help meet economic, environmental and social goals
- New avenues of marketing opportunities to reach expanded & targeted audience
- Growing awareness of organics recycling possibilities & needs which can be leveraged to engage more partners and funding

Threats – negative external possibilities that are potential barriers to address for success of goals & objectives

- Dependent on commercial & residential independent haulers resulting in municipalities, restaurants and businesses in non-compliance with recycling ordinances so less buy-in and increased costs to Authority
- Lack of clarity of who enforces county & local ordinances so businesses are in non-compliance
- General malaise regarding environmental issues contributing to non-compliance & non-participation
- Transient population so need for repeated education of students & apartment dwellers
- Other processing facilities which lead to loss of revenue & higher rates for county residents and education disparities
- Collection/processing competition yields lost revenue, loss of MOU with COG and employment risk
- Municipal opposition so lost revenue & lost efficiency
- No flow control of recyclables & organics so lost revenue & lost efficiency
- Loss of grant revenue which results in increased rates
- Lead time for equipment procurement so higher maintenance costs, lost efficiency with older equipment
- Wages offered by other businesses impacts ability to attract, recruit & retain quality employees
- State regulation (Gov.) cause increased costs
- Cyber security increases costs & vulnerability

Summary of Client/Customer and Municipality Surveys

Customer Accounts Survey

13 Responses

Question 1

The Centre County Recycling and Refuse Authority is updating its Long Range Strategic Plan. As part of the that process, we are requesting input from all of our account customers. Over the next ten years, please list the issues (up to five) that your company believes the Authority should address.

Text book recycling (hard cover)

Cost, Cost, Cost, Cost, and finally Cost.

Plastic and ag plastic recycling

Traffic in and out of the center/Electronic Billing/Payment capabilities

Accept more electronics

Changing the way we thing about waste to fuel facilities. i.e. taking recyclables there .

Automatic billing, reuse, recycling for more plastics, compostable plastic, clothing recycling

Ag plastics recycling

Question 2

As we work towards decreasing the amount of waste we generate, and increasing the amount we recycle, we will be experiencing a shift in our costs. Decreasing revenue from waste generation will require us to increase our fees for recycling services. We are also exploring an organics recycling program for food waste, paper products, grass clippings and leaves. If we were to implement an organics program which may lower disposal costs over the long term, would you participate in such a program and encourage your customers to participate?

Yes (6)

No (2)

Maybe (5)

Question 3

As an incentive to participate in an organics program, we could have a two tiered tipping fee, with the lower rate for those haulers who do participate in our organics program. Would you support a two tiered tipping fee?

Yes (9)

No (1)

Maybe (3)

Question 4

If we built a truck wash at our facility and charged a fee comparable to existing truck wash facilities, would you utilize it?

Yes (2)

No (7)

Maybe (4)

Question 5

If we implemented textile and agricultural plastic recycling programs, would you participate in them?

Yes (6)

No (1)

Maybe (6)

Municipal Survey Results

5 Responses

Question 1

As we work towards decreasing the amount of waste we generate, and increasing the amount we recycle, we will be experiencing a shift in our costs. Decreasing revenue from waste generation will require us to increase our fees for recycling services. Choose which of the following statements best describes what your residents think about waste and recycling.

They think the current balance between waste and recycling is correct for our municipality (4)

They would support increasing recycling to reduce waste tonnage (1)

Question 2

Our residents would support a per household fee to maintain current recycling efforts in our municipality.

Strongly disagree (1)

Disagree (1)

Neutral (2)

Agree (1)

Question 3

The Centre County Recycling and Refuse Authority is updating its Long Range Strategic Plan. As part of the that process, we are requesting input from all of the Centre County municipalities. Over the next ten years, please list the issues (up to five) that your municipality believes the Authority should address.

Waste/recycling pick up services/bulk items/regional ordinances/plans to help bid out services

Litter left by trash crews/use automation

Cost of all services

Curbside pickup/I think many more would recycle if it was curbside on garbage day not having to take it to the recycling bin in town.

Curbside residential organic recycling/single stream recycling

Question 4

What is your municipality?

Millheim Borough

Patton Township

Boggs Township

Huston Township

Ferguson Township

Question 5

Our residents would be willing to pay a fee (currently approximately \$6/month/household) to obtain curbside recycling service.

Strongly disagree (1)

Agree (3)

No Answer (1)

Question 6

Our residents would be willing to pay a monthly fee to maintain drop off recycling boxes in our municipality.

Disagree (1)

Neutral (2)

No Answer (2)

Acronyms

CCAP – County Commissioners Association of Pennsylvania

CCRRA – Centre County Recycling and Refuse Authority

Centre County EMA – Emergency Management Agency

CEUs – Continuing Education Credits

COG – Council of Governments (Centre Region)

COLA – Cost of Living Adjustment

DCED – Department of Community and Economic Development

DCNR – Department of Conservation and Natural Resources

DEP – Department of Environmental Protection

DEI – Diversity, Equity and Inclusion

EAP – Employee Assistance Program

EPR – Extended Producer Responsibility

HHW – Household Hazardous Waste

KAB – Keep America Beautiful

KCCB – Keep Centre County Beautiful

KPB – Keep Pennsylvania Beautiful

MALUM – Market Aluminum

MBRGL – Market Brown Glass

MCLGL – Market Clear Glass

MGRGL – Market Green Glass

MHDPE- Market High-Density Polyethylene (natural colored milk jugs)#2

MHDPEC – Market High-Density Polyethylene Colored (Tide detergent jug)#2

MMIXP – Market Mixed Paper

MMPLAS – Market Mixed Plastic (3-7) or rigids

MMXBAG – Market Plastic Bags

MNEWS – Market newsprint which sometimes includes mixed paper

MOCC – Market Old Corrugated Cardboard

MPETE – Market Polyethylene Terephthalate (PET) soda bottles #1

MPO – Metropolitan Planning Organization

MRF – Material Recovery Facility (our recycling processing building)

MSW – Municipal Solid Waste

MWG – Market White Goods (scrap metal)

NERC – Northeast Recycling Council

NOV – Notice Of Violation

NRC – National Recycling Coalition

OCC – Old Corrugated Cardboard

OPP – Office of Physical Plant - PSU

PMAA – Pennsylvania Municipal Authorities Association

PROP – Professional Recyclers of Pennsylvania

PSA – Public Service Announcement

PSATS – PA State Association of Township Supervisors

SWAC – Solid Waste Advisory Committee

SWANA – Solid Waste Association of North America (we're in Keystone Chapter)

The Act – Act 101, legislation establishing recycling/waste regulations

APPENDIX 6

CCRRA

REQUEST FOR PROPOSALS

FOR MUNICIPAL WASTE DISPOSAL CAPACITY

July 2021

Centre County Recycling and Refuse Authority
253 Transfer Road | Bellefonte, PA 16823

Ted Onufrak, Executive Director
Phone: 814 238-7005
Fax 814 238-3195
Email: tonufrak@centrecountyrecycles.org

**CENTRE COUNTY RECYCLING AND REFUSE
AUTHORITY REQUEST FOR PROPOSALS**

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1.0 GENERAL INFORMATION

**CENTRE COUNTY REQUEST
FOR PROPOSALS
FOR MUNICIPAL WASTE DISPOSAL CAPACITY**

1.0 GENERAL INFORMATION

1.1 Solicitation for RFP

The Centre County Recycling and Refuse Authority will receive responses to a Request For Proposals (RFP) from those firms interested in providing municipal waste disposal capacity for Centre County beginning in January of 2023.

Sealed responses will be received by the Centre County Recycling and Refuse Authority until 4:00 P.M. prevailing time, Monday, September 27, 2021 at the Authority's office on 253 Transfer Road, Bellefonte, PA 16823. Responses will be publicly opened and acknowledged at the Authority's meeting of September 27, 2021 at 4:30 P.M. prevailing time.

A pre-response conference will be conducted on Monday, August 16, 2021 at 1:00 P.M. prevailing time at the offices of the Authority.

Responses shall be submitted on forms provided in the Request package. All responses must be complete and in accordance with the terms outlined in the Instructions to Respondents. Envelopes containing responses must be sealed and clearly show the name and address of the Respondent and be addressed "RFP for Municipal Waste Disposal Capacity".

All responses must be accompanied by a bid bond in the amount of one hundred fifty thousand dollars (\$150,000).

The Authority reserves the right to reject any or all responses and waive any informalities or irregularities in any responses or the solicitation process.

1.1 BACKGROUND

1.1. Introduction to Centre County

Centre County is a geographically large and diverse, mostly rural county, located in central Pennsylvania. Three major roads link Centre County to surrounding counties: Interstate 80 running East and West, U.S. Route 322 running East and West and U.S. Route 220/Interstate 99 running North and South.

Centre County encompasses a total of 1,115 square miles and is comprised of ten (10) boroughs and twenty-five (25) townships. The

main population centers for the county are State College Borough, Bellefonte Borough and University Park (main campus of the Pennsylvania State University). Based on the 2010 U.S. Census, Centre County has a population of 153,990.

0.1.1 History of Municipal Waste Management in Centre County

Centre County has a long history of working cooperatively with municipal officials and the public to manage municipal waste generated within the County. In 1968, when Pennsylvania adopted its first waste management legislation, Centre County talked with each municipality about the possibility of developing a countywide waste management plan (with guidance from a municipal waste advisory committee and assistance from a consultant and the Centre County Planning Office). The municipalities authorized the preparation of this plan.

The plan called for the creation of a Solid Waste Authority by the County; the utilization of the Carlin Landfill located in Snow Shoe Township; the construction of a Transfer Station to process waste generated in the Bellefonte, Penns Valley and State College areas; and the development of the Moshannon Valley Landfill in the Philipsburg area to handle waste generated in the Port Matilda area and the Moshannon Valley Region of Centre and Clearfield counties. The Plan was adopted by 34 of Centre County's then 36 municipalities. The Plan was fully implemented as described above. All facilities were used exclusively by Centre County, and with the exception of a small area in Clearfield County, no outside waste was handled.

The Centre County Solid Waste Authority was created in 1972 and became the implementing agency for the management of municipal waste generated in Centre County pursuant to a Delegation Agreement between the Authority and Centre County. The Authority members (7 total) are appointed by the County Commissioners for five-year terms and typically are representative of the geographical areas of the County.

In 2011, the Authority changed its name to the Centre County Recycling and Refuse Authority. CCRRA's strategic plan of November 12, 2009, is to have zero waste landfilled by the year 2053. The Authority's name was changed coincident with the adoption of this strategy to emphasize the primary importance of recycling.

In 1980, the Authority began searching for a replacement facility to the Carlin Landfill. A search for an unlined landfill site was unsuccessful. An effort to develop a waste to energy facility with neighboring Clinton County was also unsuccessful; however, a second municipal waste management plan developed around the concept of the waste to energy project contained strategies which remained worth implementing. The Plan was published in 1985 and subsequently adopted by all 36 municipalities in Centre County, and by the County as well. The Plan contained three major points:

- Municipal waste generated in Centre County would be disposed of at facilities operated by the Clinton County Solid Waste Authority in Clinton County.
- A county-wide recycling program would be developed, beginning in the Centre Region (State College Borough and surrounding municipalities), to reduce the amount of waste from Centre County which requires disposal.
- County boundaries do not necessarily coincide with the boundaries of "wastesheds" around existing and potential disposal facilities, and hence, there is a need to allow the creation of "fringe areas", where waste flows to facilities other than the primary disposal facility designated in the Plan.

In 1990, as part of the County's Act 101- required Solid Waste Management Plan, the Clinton County Landfill was named as the County's primary disposal facility, with the Browning-Ferris Industries' (now GFL Environmental) Greentree Landfill serving as a backup disposal facility.

A subsequent Solid Waste Management Plan was developed in 1996 with a contract awarded in 1997 naming Resource Conservation Corporation's landfill in Somerset County (now known as Waste Management's Shade Landfill) as the County's primary disposal facility. The contract was extended as part of a 2006 non-substantial Plan update. In 2012, as part of another non-substantial plan update, a contract was awarded to Veolia (which then became Advanced Disposal and is currently GFL Environmental Incorporated).

Since the current disposal contract for the primary disposal facility will expire in November 2022, the Authority is once again evaluating disposal capacity options for handling Centre County's municipal waste.

0.1.2 Current and Projected Population and Waste Generation Rates

Centre County has been experiencing steady population growth in the more recent decades. Data based on the census county of 2010 and published early in 2011 shows this trend continuing. Overall, the County experienced a population growth of 13.4 percent from 1990 to 2010, or an approximate 1.3 percent increase per year. The current county population is 153,990. All total County population figures include the students attending Penn State University at University Park.

Using the 153,990 number as a base, expected population growth is assumed to remain consistent with trend up to the year 2030. Therefore, it is projected that the rate of population growth would be approximately 1.3 percent per year for the next 10 years. The following are projected population numbers in five year intervals:

Year	Population
2010	153,990
2015	163,935
2020	173,380
2025	183,825
2030	193,770

Actual municipal waste quantities generated each year from 2007 up to 2019 are listed below. Only the tonnages going through the CRRRA transfer station will be received by the selected facility. The CRRRA is currently considering the possible installation of a digester by a local sewer authority as a processing facility for organic waste received at the transfer station. As much as 30% of the non-recycled MSW in the table in section 0.1.1 may be diverted to this facility. Some organics separation may begin in 2024 but we don't anticipate achieving 30% until 2026 at the earliest. Proposers make their own future waste projections and should factor in the desire of the Authority to continue to increase diversion and recycling of acceptable materials.

This translates into an average of 370 tons per day, sending out an average of 16 transfer trailers with approximately 23 tons per load.

NON-RECYCLED MSW 13 Year Tonnage Report for RFP (actual tonnage)				
Year	Clinton	Greentree	Transfer	Total Tonnage
2007	5610	503	100,290	106,403
2008	5152	417	94,302	99,871
2009	3495	310	88,556	92,361
2010	3939	663	88,241	91,942
2011	2601	542	88,942	92,085
2012	2750	803	88,133	91,686
2013	2554	495	96,905	99,954
2014	2806	424	94,682	97,912
2015	2986	462	94,896	98,344
2016	3065	1120	99,093	103,278
2017	3312	528	103,345	107,185
2018	3383	394	113,764	117,541
2019	4055	421	115,318	119,794
2020	3631	365	101,377	105,373

2.0 PROJECT APPROACH

2.0 PROJECT APPROACH

2.1 Background

Centre County is exploring long range municipal waste disposal options to take effect on January 1, 2023 when the current disposal contract with GFL expires. The CCRRA believes that a landfill will probably be part of the overall disposal scenario. However, other proven technologies will be considered.

In evaluating the various options, the CCRRA has identified the following major issues and concerns:

- Control of the Waste Stream – the CCRRA has always had a closed waste management system where in-county municipal solid waste is regulated.
- Liability – the CCRRA desires to minimize its exposure and limit its liabilities to the extent possible.
- Transportation – the CCRRA believes that transportation costs will increase over time. Therefore, when evaluating the cost of a proposal, the cost of transportation, including potential fuel adjustments, will be considered.
- Environmental Protection – any selected disposal option must provide a level of responsible environmental protection which meets or exceeds current federal and state laws. Existing laws provide a high level of environmental protection with respect to technical considerations. Demonstrated compliance with these regulations is also an important criterion for the CCRRA as a public steward of the environment.

The CCRRA is hereby soliciting proposals to provide municipal solid waste disposal capacity to accommodate Centre County's municipal waste volumes from January 2023 for a period of up to ten (10) years.

2.2 Considerations for Procurement

At this time, the CCRRA has identified the following general considerations for procurement of long-range municipal waste disposal options:

- (a) The goal of the CCRRA is to provide the residents, businesses and institutions of the County with a county-wide assured long term non-recyclable waste management system that is environmentally sound, economical and uses established technologies.
- (b) Only established waste management technologies will be considered in response to this RFP. Established technologies other than landfills will include only those technologies which : 1) have been in constant use since at least January 1, 2010 at two locations in the United States with a comparable climate to Centre County, PA; 2) have been used at one location to properly and satisfactorily manage a minimum of 500,000 tons of non-recycled MSW since January 1, 2010; 3) provide for a total solution/management of the entire non-recycled MSW stream including bypass waste, ash, etc.; and (4) are capable of securing a PA DEP permit under current regulations. Preference will be awarded to respondents demonstrating a low carbon footprint or other proven climate change reduction goals identified by the respondent.
- (c) The CCRRA will enter into an Agreement only with those entities which are financially sound and have adequate resources to secure performance of a long term contract.
- (d) Compliance with federal, state and local environmental rules and regulations will be an evaluation factor.

- (e) The CCRRA intends to enter into an Agreement for non-recycled MSW Disposal Services with a term of ten (10) years, ten (10) years with a five (5) year extension option or a term of fifteen (15) years from the Commencement Date.
- (f) The CCRRA believes that current waste management technologies are sophisticated, evolving and subject to scrutiny by the public. As a result, substantial experience with the technology proposed to be employed and in working effectively with the public sector are important considerations.
- (g) It is expected that any contract will relieve the operator of the disposal facility from certain Uncontrollable Circumstances and Changes in Law that have a materially detrimental effect on the ability of the operator to conform to the contract and surcharges and similar costs including but not limited to, Act 101 fees related to the disposal facility. Certain increases or decreases in such costs applicable to non-recycled MSW disposal facilities generally may be passed through to the CCRRA.
- (h) The CCRRA will retain responsibility for enforcement of the County waste flow control ordinance, which may be amended from time to time. All non-recycled MSW passing through the CCRRA Transfer Station will go to the primary disposal facility.

Upon receipt of the responses to the RFP, the CCRRA will review them for completeness and will evaluate the proposals based on their content. Input from various groups, individuals or firms may be solicited to assist in the evaluation.

2.3 Selection Procedure

The CCRRA will implement a selection procedure to ensure thorough review of all proposals. The CCRRA may reject any or all responses and waive any informalities or irregularities in any responses or the solicitation process.

2.4 RFP Schedule

The Respondents shall comply with the following schedule:

Pre-Response Conference	1:00 P.M.	August 16, 2021
Responses Due	4:00 P.M.	September 27, 2021
Responses Opened	4:30 P.M.	September 27, 2021

The pre-response conference will allow both in-person and virtual attendance by phone and video conference. The CCRRA reserves the right to modify the above schedule. On or after September 20, 2021, potential Respondents and others may obtain electronic copies of the RFP at no cost at: ccrra@centrecountyrecycles.org Monday through Friday 8:00 AM to 4:00 PM or by downloading from the CCRRA website at www.centrecountyrecycles.org.

2.5 CCRRA/COUNTY COMMITMENTS

The CCRRA anticipates that it may:

- (a) Contract for the disposal of non-recycled MSW for the term of an Agreement. Subject to any contracts then in effect, the amount of such non-recycled MSW shall be 100% of the non-recycled MSW as described in the Centre County Solid Waste Management Plan or per the CCRRA Rules and Regulations. For purposes of the RFP, sludges from water supply treatment and wastewater treatment plants and septage are not included as non-recyclable MSW. Certain fringe areas of the County not currently utilizing the transfer station may be excluded.

- (b) The CCRRA shall be invoiced for all non-recycled MSW delivered from the transfer station to the selected disposal facility and guarantees payment in full as per the terms of the Agreement for Disposal Capacity.
- (c) Enforce the County waste flow control ordinance.
- (d) Subject to applicable legal and regulatory requirements, revise the Solid Waste Management Plan to reflect the best disposal options for the fringe areas of the County. For purposes of this RFP, "fringe areas" are those service areas which are not presently utilizing the CCRRA Transfer Station.

2.6 RESPONDENT COMMITMENTS

The Respondent shall:

- (a) Meet the environmental, technical and financial criteria described in this RFP, and provide the agreed non-recycled MSW disposal capacity and associated waste management services for the term of the Agreement.
- (b) Be financially able to pay liquidated damages, if deadlines and commitments are not met. Liquidated damages may include the increased costs incurred by the CCRRA or Haulers for the term of the Agreement should the Disposal Facility not operate as required under the Agreement or not provide the agreed disposal capacity and associated waste management services for any reason other than Uncontrollable Circumstances.
- (c) Be able to post a performance bond as described in Section 3.1 of this RFP.
- (d) Be responsible for those aspects of the waste management option to which they will be committed, and compliance with all Federal, State and local environmental and other regulations and laws.
- (e) Be responsible for meeting the required deadlines and schedules.
- (f) Agree that no cost proposal may be withdrawn for a period of twelve (12) months after the due date for the proposals.
- (g) Bear the risk that variations in the quantity of non-recycled MSW generated in the County may cause the quantity of non-recycled MSW represented by the Contract to vary.

3.0 INSTRUCTIONS TO RESPONDENTS

3.0 INSTRUCTIONS TO RESPONDENTS

3.1 Submission of the RFP

The CCRRA will receive sealed responses for the Request for Proposals on the forms included with this RFP at the offices of the CCRRA until 4:00 P.M. on September 27, 2021. All proposals will be publicly opened and acknowledged by the CCRRA at their Transfer Station Office on September 27, 2021 at approximately 4:30 P.M. It is anticipated that all yearly prices will NOT be read aloud at this time.

All responses must be made on the forms included with the appropriate section of the RFP. All responses must be typed, except for signatures. All items on the forms must be completed or the response may not be considered. Unless specifically allowed on the RFP forms, no response will be considered which is not based on the project requirements or is not properly completed or signed.

Respondents must provide original plus 12 copies of the response printed on a minimum 20% post-consumer recycled paper as well as one electronic copy. Respondents are encouraged not to use binders for their responses. One copy shall be designated as the original and shall be signed and notarized. Envelopes containing responses must be sealed and clearly show:

1. The name and address of the respondent.
2. The statement "RFP for Non-Recycled Municipal Waste Disposal Capacity".

No facsimile transmissions (fax) will be accepted. Include with your submission, a removable storage device or "jump, slip or USB flash drive" containing electronic files in Adobe PDF format, including 1) the entire RFP response and 2) a separate PDF file containing the completed Pricing Forms that detail proposed pricing for services. Each PDF file shall be clearly labeled and include the name of the disposal/processing facility.

All responses must be accompanied by a bond in the amount of one hundred thousand (\$150,000) dollars. Such security shall be retained through the selection process.

3.2 Requirement for Signing Responses

All responses shall be properly signed and notarized. Any response that is not signed by the individual submitting the response must have attached thereto a power-of-attorney evidencing authority to sign the response in the name of the person for whom it is signed.

All responses submitted by entities shall be signed by the proper officer or individual who is authorized to bind the entity.

3.3 Right to Reject

The CCRRA reserves the right to reject any or all responses and waive any informalities or irregularities in any responses or the solicitation process.

3.4 Response Outline

3.4.1 Executive Summary

In a clear and concise manner, the Respondent shall summarize its qualifications, including financial standing, compliance history and experience in working and cooperating with the public sector.

3.4.2 Forms and Compliance Information

The Respondent must complete Forms A, B, C (compliance history), E, as applicable and the Proposal Form in Section 7.0, Response Forms, for all involved parties. Through the Form C or additional attachments, the Respondent must provide a detailed discussion of any current compliance problems or inability to obtain PA DEP permits or permits from equivalent regulatory agencies in other jurisdictions.

3.4.3 Experience

The Respondent must include a detailed discussion of the working relationship envisioned by the Respondent with the Authority for the proposed waste management option. This discussion should include a description of which portion(s) of an entire waste management strategy will be the responsibility of the Respondent, which will be the responsibility of the Authority and how the two will work jointly to create an efficient, cost-effective and environmentally sound waste management scenario for the County.

The Respondent must provide at least one (1) example of a similar successful working relationship that the Respondent has had with the public sector. A detailed discussion of the nature and size of the project(s) must be provided. In addition, the Respondent shall provide the name and address of a contact person for each example who is intimately familiar with the project.

3.4.4 Financial Information

The Respondent shall identify itself by name and type of business organization (e.g., corporation, joint venture or municipal authority).

The Respondent must include copies of its most recent two years audited financial statements for all parties signing the proposal, with the option to request up to five (5) years.

The Respondent must document its ability to secure a performance bond or letter of credit in the amount of three million dollars (\$3,000,000). This shall be in the form of a letter from a Bonding/Surety company stating that the Respondent is bondable or an undertaking from a bank or other financial institution verifying that a three million dollar (\$3,000,000) letter of credit is available to the Respondent.

Responses must be accompanied by a bid bond in the amount of one hundred fifty thousand dollars (\$150,000). This bond will be retained through the evaluation and negotiation process up to a maximum of twelve months. Upon a Respondent's elimination from the process, the bond will be returned.

3.4.5 Site Location

The Respondent shall identify the location of the disposal facility or facilities to be utilized. Road mileage (round trip) and route of travel from the CCRRA Transfer Station to the disposal facility must be indicated. All Respondent facilities must be identified on a location map. Facilities must provide permit number.

3.4.6 Disposal Costs

The Respondent shall indicate a disposal fee per ton for a period of ten consecutive years beginning January 1, 2023. All taxes, host community fees, state surcharges and similar costs including, but not limited to, Act 101 fees must be included, in the disposal fee.

3.4.7 Trucking

The disposal cost fee per ton referred to in section 3.4.6 shall not include transportation costs. Thus, the Respondent shall furnish necessary tractors, trailers and drivers, compatible with the CCRRA Transfer Station equipment. All prices shall use a base CNG fuel price of \$3.00 (*current price*) per gas gallon equivalent. CNG vehicles must be primarily fueled at the CCRRA fueling station. The respondent shall indicate the number of round trip miles, and per mile fee as required in Exhibit 3.

3.4.8 Proposed Contract - Exhibit 1

4.0 CONDITIONS OF THE RFP

4.0 Conditions of the RFP

4.1 Respondent Costs

Neither the Authority nor the County is responsible or liable for any costs and expenses incurred by the Respondent in connection with the Response to the RFP.

4.2 Respondent Investigation

Respondents shall be responsible to investigate all conditions affecting the services requested, regardless of whether such conditions are stated in this RFP. No information derived from any part of this RFP, or from the CCRRA or its advisors shall relieve the Respondent from any risk or from fulfilling all of the requirements of the contract with the CCRRA.

4.3 CCRRA Rights

Notwithstanding any other provision of this RFP, the CCRRA reserves the right, in its sole discretion to:

- a. Determine whether any aspect of a Response to the RFP meets the criteria established in this RFP;
- b. Waive any immaterial technicalities or irregularities in a Response;
- c. Issue subsequent RFPs;
- d. Prepare and issue amendments and addenda to this RFP, prior to entering into any agreement or further negotiation, that may expand or cancel any portion or all work herein described;
- e. Request clarification of a Response, including additional compliance, technical or operating data within a designated time period;
- f. Reject any or all Responses;
- g. Modify the RFP process schedule or postpone the date for acceptance of Responses;
- h. Accept the Response(s) which the CCRRA believes is in the best interests of the residents, businesses and institutions of the County; and
- i. Enter into negotiations with one or more Respondent(s).

4.4 Addenda and Amendments

Any addendum or amendment issued by the CCRRA prior to the due date shall become part of this RFP and receipt of each addendum and amendment shall be acknowledged by the Respondent in the Executive Summary section of the Response.

4.5 Interpretations and Clarifications

No further interpretation or clarification of the meaning of any part of this RFP will be made to any Respondent after the Pre-Response Conference.

4.6 Correction of Errors

Erasures or other corrections in the Response must be initialed by the person signing the Response. Patent clerical errors may be corrected by the CCRRA. However, the CCRRA has no obligation to make such corrections.

4.7 Withdrawal of Response

In the event that a Respondent withdraws from this procurement process the CCRRA reserves the right, in addition to other stated rights in the RFP, to select any of the remaining Respondents as replacement. All material made available to the CCRRA up to the date of withdrawal shall become the sole and exclusive property of the CCRRA, even if a Respondent withdraws from the procurement.

4.8 Pre-Response Conference

A pre-response conference will be held on Monday, August 16, 2021 at 1:00 P.M. at the Authority's Transfer Station Office. Questions, interpretations and clarifications by the Respondent shall be handled at that time. All questions submitted prior to and at the meeting must be in writing, though email will qualify for questions prior to the pre-response conference. No additional questions will be accepted after the pre-response conference. The pre-response conference is **mandatory** for any party interested in responding to this solicitation and will allow both in-person and virtual attendance by phone and video conference.

4.9 Confidentiality

All Responses to the RFP will be opened at a public meeting of the CCRRA. As a result, all portions of the Responses will be considered public information and will not be kept confidential.

5.0 RESPONSE EVALUATION PROCESS

5.0 Response Evaluation Process

5.1 General

The evaluation and subsequent identification of the most qualified Respondents by the Authority will be based on completeness, financial and compliance history, experience, specific facility information, costs and other criteria which may or may not be listed in the following subsections. To assist the CCRRA in evaluating Responses, evaluation criteria have been developed. The criteria will be used in the Response evaluation process.

5.2 Evaluation Process

5.2.1 Evaluation of Completeness

The Response shall be deemed qualified with respect to completeness if all necessary Response narratives and forms have been completed and signatures provided and the requirements of respondents to provide electronic files on USB flash or similar drives in PDF format and as specified has been met. All questions on the Response forms must be answered. If an item is not applicable, the Respondent shall mark it N/A. The Respondent must provide one original and 12 complete copies of the Response. One Response shall be designated as the original and shall be signed and notarized.

5.2.2 Evaluation of Compliance Information

The CCRRA will deem a Respondent qualified when as a minimum a completed Form C is provided and the Respondent does not have a Compliance History, which, in the judgment of the CCRRA, could materially impair the ability of the Respondent to perform its contractual obligations. In addition, the CCRRA may use compliance history as a means of ranking responses. The CCRRA may take steps to investigate compliance history, through dialogue with regulatory agencies or other means.

5.2.3 Evaluation of Experience

The CCRRA will deem a Respondent qualified when the Respondent provides a description of the proposed waste management services and the envisioned working relationship with the CCRRA. In addition, the Respondent must provide at least one (1) example of a similar, successful waste management service provided by the Respondent. The example must include a detailed discussion of the services provided; the working relationship achieved with the public sector and provide a contact person for each example.

5.2.4 Evaluation of Financial Information

Evaluation of the Respondent's Financial Information will include the minimum financial criteria described in Section 3.4.4. For purposes of evaluation, the CCRRA will deem a Respondent qualified in the event the Respondent provides and/or meets the following financial criteria:

- a. An audited Financial Statements for 2 years previous to the issuance of this RFP for all involved parties has been submitted.
- b. Documentation of ability to secure a three million dollar (\$3,000,000) Performance Bond or Letter of Credit in the form of a letter from a Bond/Surety Company stating that the Respondent is bondable or an undertaking from a bank or financial institution stating that the Respondent has been approved for the letter of credit.

5.2.5 Evaluation of Proposed Facility

The CCRRA will evaluate the Respondent's proposal based upon, but not limited to, the major issues and factors discussed in Section 2.0 Project Approach. The CCRRA will evaluate the proposed facility based on specific technology to be employed, location, access, control of property, capacity considerations, environmental concerns, liability concerns and acceptability to Centre County Municipalities and the PA DEP for Solid Waste Management Plan revision purposes.

The CCRRA will evaluate the disposal costs associated with each facility based on disposal and transportation costs as well as other financial considerations such as recycling and or/other environmental rebates, sustainable practices, carbon credits or other such creative financial incentives that may be proposed by the Responders.

5.3 Selection of Respondent

The Respondent(s) shall be selected by the CCRRA for formal negotiations based on all of the information contained in the Response including environmental, compliance, technical, financial, site location and costs and other considerations.

6.0 DEFINITIONS

6.0 Definitions

For purpose of this RFP, the following words and phrases shall be given the respective interpretations and meanings set forth below.

“Act 101 Fees” shall mean the total fees per ton of contracted waste which a waste disposal facility operator is obligated to collect and administer with respect to the operation of a disposal facility pursuant to and as mandated by Act 101.

“Act 101” means Pennsylvania’s Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 556, No. 101, as amended, and including any successor act.

“Change in Law” means either (a) the enactment, adoption, promulgation, modification or repeal, after the date of any Contract resulting from this RFP, of any federal, Commonwealth, County or other local law, ordinance, code, rule or regulation or other similar legislation which establishes requirements affecting the removal, transport and disposal of Acceptable Waste more burdensome than the most stringent requirements in effect on the date of any Contract resulting from this RFP, or (b) after the date of any Contract resulting from this RFP, the imposition or modification of any material condition in the issuance, reissuance, modification or renewal of any permit, license or approval necessary for operation of the disposal facility, which (i) significantly or materially reduces the amount of Acceptable Waste which may be received at the disposal facility, or (ii) prohibits the receipt of any amount of Acceptable Waste at the disposal facility, or (iii) establishes requirements with respect to the design, operation or maintenance of the disposal facility, or with respect to the disposal of Acceptable Waste, which are more burdensome than the most stringent requirements in effect on the date of any Contract resulting from the RFP. In no event shall a change in federal, Commonwealth or local tax law, or any other tax law, be considered a Change in Law.

“County” means Centre County.

“CNG” means compressed natural gas.

“PA DEP” means the Pennsylvania Department of Environmental Protection, or such other agency of the Commonwealth that shall hereafter exercise the duties imposed by Act 97, Act 101, the Municipal Waste Management Regulations, or other applicable law.

“Uncontrollable Circumstance” means any act, event or condition, other than a labor strike, that has had, or may be reasonably expected to have, a direct material adverse effect on the rights or obligations of a respondent under an Agreement, or a direct material adverse effect on the operation of a disposal facility, or on the delivery of Acceptable Waste to the disposal facility, if such act, event or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such respondent under an Agreement. Such acts or events shall include, but shall not be limited to, the following:

- a. An act of God (except normal weather conditions for the geographic area of the disposal facility) hurricanes, tornadoes, epidemic, landslide, lightning, earthquake, flood, fire or explosion or similar occurrence; or an act of the public enemy, war, blockade, insurrection, riot, general unrest, or restraint of government and people, civil disturbance or similar occurrence.
- b. The order, final action, injunction and/or judgment of any federal, Commonwealth or local court, administrative agency or governmental body with jurisdiction over the performance of either Party's obligations under an Agreement; excepting decisions interpreting federal, Commonwealth and local tax laws; provided, however, that such order, final action, injunction or judgment shall not be the result of negligent or willful action of the party relying thereon and neither the contesting in good faith of any

such order, final action, injunction or judgment, not the failure to do so contest, shall be construed as a willful or negligent action of such Party;

- c. And a Change in Law.

7.0 RESPONSE FORMS

- Form A - Executive Summary
- Form B - Representations
- Form C (1) - Compliance History
- Form D (1) – Disposal Facility Information
- Form D (2) – Pricing Form
- Form E - Contractual Consent of Landowner

FORM A - EXECUTIVE SUMMARY

In a clear and concise manner and using the headings below, Respondents shall summarize its proposal by providing information for each item requested. Provide sufficient details regarding proposed financial benefits and environmental benefits so that the CCRRA can quantify the proposed benefits and incentives and consider the financial and environmental benefits that may differentiate your services and value during the evaluation of your proposal.

ES.1 – Financial Strength

ES.2 – Compliance History

ES.3 – Working Cooperatively with the Private Sector

ES.4 – Technology (employed to perform services)

ES.5 – Location and Transportation Costs

ES.6 – Financial Incentives

Describe rebates, financial benefits, incentives, discounts, annual maximum tons of illegal dump waste for disposal at no cost, and other financial incentives including those that may differentiate your proposal and services and costs from other contractors. Where the incentives provided change the pricing in the Pricing Forms, explain and quantify the changes or savings to the CCRRA annually and over the length of the agreement term.

ES.7 – Environmental Incentives

Describe sustainable practices, carbon credits, and other environmental benefits or incentives, including those that may differentiate your proposal and services from other contractors. Please provide the values in the blanks below for empty truck/trailer weight, average waste weight per load and one-way distance to the CCRRA Transfer Station for the purpose of calculating GHG emissions.

Truck weight (when empty) _____ tons
Average waste weight per load _____ tons
Round-trip distance from CCRRA Transfer Station _____ miles

ES.8 – Landfill Alternatives

Describe any proven alternatives to landfill disposal (e.g., waste-to-energy, mixed waste composting, etc.) that are proposed to be utilized to process municipal waste under this agreement. Describe economic and environmental benefits for each alternative to landfilling.

FORM B - REPRESENTATIONS

**CENTRE COUNTY RECYCLING AND REFUSE
AUTHORITY CENTRE COUNTY, PENNSYLVANIA**

**PROPOSAL FOR
MUNICIPAL SOLID WASTE DISPOSAL SERVICES**

TO: Centre County Recycling and Refuse Authority ("CCRRA")
253 Transfer Road
Bellefonte, PA 16823

From: _____

(Name of Firm/Proposer/Respondent)

(Mailing Address)

(Contact Person)

(Telephone Number)

(E-Mail Address)

(Fax Number)

Two major requirements to be included with the submission of the firm's proposal are: Experience Documentation and Financial Security, discussed in the CCRRA Request for Proposals dated October 2021 (the "RFP") and below.

Experience:

The Respondent must include a detailed discussion of the working relationship envisioned by the Respondent with the CCRRA. This discussion should include a description of how the CCRRA and the Respondent will work together to create an efficient, cost-effective, environmentally sound waste management disposal scenario for the CCRRA and Centre County.

The Respondent must provide at least one (1) example of a similar successful working relationship with another public sector customer of Respondent. A detailed discussion of the nature and size of the similar projects must be provided. In addition, the Respondent shall provide the name and address of a contact person for each example who is familiar with the similar project.

Financial:

The Respondent shall identify itself by name and type of entity (e.g. sole proprietorship, partnership, corporation, limited liability company, joint venture, or municipal authority). If the Respondent is an entity, the date and jurisdiction of organization of the entity shall be specified in the response.

The Respondent must include a copy of the most recent two years audited financial statement for the Respondent and any other affiliated entities participating in the Response.

The Respondent must document its ability to secure a performance bond or letter of credit in the amount of three million dollars (\$3,000,000). This documentation shall be in the form of a letter from a Bonding/Surety Company stating that the Respondent is bondable or a letter from a bank or financial institution stating that a three million dollar (\$3,000,000) letter of credit is available to the Respondent.

A bid bond in the amount of one hundred fifty thousand dollars (\$150,000.00) must accompany responses. This Bond will be retained through the evaluation and negotiation process up to a maximum of twelve (12) months. Upon a Respondent's elimination from the process, the bond will be released.

1. The Undersigned, having carefully read and considered the terms and conditions contained in the RFP, does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision, and all other items necessary to provide municipal waste disposal services in accordance with the conditions and rates set forth in its Proposal and further agrees if its Proposal is accepted, to enter into negotiations with the CCRRA to conclude a definitive binding agreement between Respondent and the CCRRA.
2. The undersigned agrees that its Proposal may not be withdrawn for a period of 12 months after the due date for receipt of proposals and that its Proposal shall be valid for this entire period.
3. The Undersigned acknowledges and agrees that it bears the risk that the quantity of Municipal Waste generated and delivered to the CCRRA transfer station may vary and no minimum quantities are guaranteed.

4.
 - a. Describe the type of processing and/or disposal facility or facilities which the Respondent intends to use. Provide specific information as to technology to be employed. Facilities and/or markets for disposal of the entire waste stream must be discussed. Attach additional information as appropriate hauling method and technology, processing technologies and any items clarifying the type and level of services provided to meet the proposed scope of services.
 - b. Permit Number (if applicable):
 - c. Location-provide location map and preferred route:
 - d. Miles (round trip) from the CCRRA Transfer Station location at 253 Transfer Road, Bellefonte, PA 16823; indicate route used for calculation:
 - e. If the facility does not yet have a permit or is not yet in operation, please provide details below on when facility will become available and how the Undersigned intends to guarantee the disposal of Centre County's municipal waste if the facility does not become operational on the proposed date. Proof of contractual consent of the site location property owner must be presented, by including a properly executed Form E for each property owner involved.
5. The Undersigned fully understands that any contract for disposal of waste is contingent on PaDEP approval of a County Solid Waste Management Plan allowing the use of the proposed facility.
6. The Respondent shall complete Form D (2) – Pricing Form.
7. The Respondent swears that the contents of this Response are accurate and complete, that this Response does not contain any untrue statement of a material fact and does not omit to state any material fact or an omission of any fact which may make the statements made in this Response, in the context in which made, false or misleading, and that there is no fact know to Respondent which Respondent has not disclosed in the Response which materially and adversely effects, or so far as Respondent can now foresee might materially and adversely affect, the business or condition (financial or otherwise) of Respondent or its ability to meet the requirements of the RFP or the offers and commitments made in this Response.
8. If the Response is based upon an existing, permitted landfill, the Respondent reasonably believes that the proposed MSW Landfill presently has the capacity to operate or has the capacity to expand, under the present environmental performance regulations, to meet the Agreement term. If the Proposal is based upon an undeveloped landfill site, the Respondent reasonably believes that the proposed Landfill will have the capacity to operate under the present environmental regulations to meet the Agreement term. If the proposal is based upon the incineration of non-recycled MSW and an ash fill or other compost alternate technology, the Respondent reasonably believes that the facility will have the capacity to operate under the present environmental regulations to meet the Agreement term.
9. To the best of the Respondent's knowledge, there is nothing that would prevent the Respondent from securing valid certificates, permits and other licenses required by the appropriate regulatory agencies to provide the services requested by the RFP.
10. The Respondent acknowledges that the CCRRA may refuse to consider any Proposal that fails to meet the requirements of the RFP.

11. The Respondent acknowledges that the CCRRA reserves the right to reject any or all Responses and to waive any informalities in any Responses and to enter into negotiations based on the Responses submitted.
12. The Respondent agrees to participate in good faith in procedures described in the RFP and to adhere to the RFP schedule as set forth in the RFP.
13. The Respondent declares that the only persons interested in this Response as principals are named in this Proposal and that no person other than mentioned in this Response has any interest as a principal in this Response or in the Agreement to be entered into; that this Response is made without cooperation with any other person, firm or parties making a Response; and this Response is in all respects fair and in good faith without collusion or fraud.
14. The Respondent waives any present or future claim(s) that it may have against the CCRRA and their consultants: (a) with respect to the RFP and procurement process undertaken by the CCRRA pursuant to the RFP; (b) in the event that, for any reason, the Respondent is not selected; or (c) if selected, in the event that for any reason, the CCRRA/County does not enter into a legally binding agreement with respect to the County/CCRRA's non-recycled MSW.

[The remainder of this page is intentionally left blank]

Execution by Respondent

Date _____

Witness/Attest

By: _____

By: _____

Official Authorized to Bind the Respondent

Printed Name/Office Held

Printed Name

Corporate Seal (If Applicable)

Title

Name of Firm _____

Business Address _____

If an entity, list:

(entity type)

(date of formation)

(jurisdiction of organization)

being authorized to do so, executed the foregoing instrument on behalf of the said corporation, company, or LLC and desires that this instrument be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____ My Commission Expires: _____

Notary Public

This instrument has been recorded in _____ County, Pennsylvania, this _____ day of _____, at Book _____, Page(s) _____.

Signed and Printed Name

(Sealed)

FORM C (1) – COMPLIANCE HISTORY CERTIFICATIONS

Through the Form C or additional attachments, the Respondent must provide a detailed description of any current compliance problem(s) or past or present inability to obtain PA DEP permits or permits from equivalent regulatory agencies in other jurisdictions.

Form C is attached

**PRICING FORM D (2)a
TEN-YEAR AGREEMENT**

EXHIBIT 2

DISPOSAL FACILITY NAME:

1. For the first year, each Proposer shall provide the information requested in the steps below.

a. **Step 1.** Provide the disposal fee per ton for the ten-year guaranteed period beginning January 1, 2023. All taxes, host community fees, state surcharges and similar costs, including, but not limited to Act 101 fees, must be included, in the disposal fee. For the purpose of calculating pricing, use \$100,000 estimated tons for year 1. Multiply the disposal cost per ton times the estimated annual tons to calculate the estimated year one disposal cost. For the

i. \$ _____ x 100,000 = \$ _____

Cost per ton Est. annual tons Est. year one disposal cost

b. **Step 2.** Provide the round trip miles per load and the estimated annual loads. Provide the estimated transportation cost per mile, including all costs relating to staging, using, pulling, and transporting trailers and assuring sufficient trailers are available. Any spotting and/or rental fees that relate to usage by the Authority must be included in the transportation cost per mile. Indicate if there are tolls on the route chosen which are part of the transportation cost. Multiply the round trip miles per load by the estimated transportation cost per mile by the estimated annual loads to calculate the estimated year one transportation cost.

i. _____ x _____ x \$ _____ = \$ _____

Round trip miles Est. transportation Est. annual Est. year one
per load cost per mile loads transportation cost

c. **Step 3.** Provide the estimated year one disposal cost from Step 1 and the estimated year one transportation cost from Step 2. Add the disposal cost to the transportation cost to calculate the estimated total year one cost.

i. \$ _____ + _____ = \$ _____

Est. year one Est. year one Est. total
disposal cost transportation cost year one cost

PRICING FORM D (2)a

2. Using the steps described above, provide the disposal cost, transportation cost and the estimated total annual cost for each year of the ten-year guaranteed period, beginning January 1, 2023. It is the responsibility of proposers to adjust pricing based on the proposers assumptions and estimates relating to the fluctuations of tonnages that shall occur over the Agreement term.

Disposal fee per ton	Transportation cost per mile	Est. total annual cost
Year 1: \$ _____	Year 1: \$ _____	Year 1: \$ _____
Year 2: \$ _____	Year 2: \$ _____	Year 2: \$ _____
Year 3: \$ _____	Year 3: \$ _____	Year 3: \$ _____
Year 4: \$ _____	Year 4: \$ _____	Year 4: \$ _____
Year 5: \$ _____	Year 5: \$ _____	Year 5: \$ _____
Year 6: \$ _____	Year 6: \$ _____	Year 6: \$ _____
Year 7: \$ _____	Year 7: \$ _____	Year 7: \$ _____
Year 8: \$ _____	Year 8: \$ _____	Year 8: \$ _____
Year 9: \$ _____	Year 9: \$ _____	Year 9: \$ _____
Year 10: \$ _____	Year 10: \$ _____	Year 10: \$ _____

3. Below, affirm that the pricing included in the Pricing Form(s) represent firm prices and include the date and signature of an authorized representative for the disposal facility.

PRICING FORM D (2)b
TEN-YEAR AGREEMENT, PLUS 5-YEAR EXTENSION OPTION

DISPOSAL FACILITY NAME:

1. For the first year, each Proposer shall provide the information requested in the steps below.

a. **Step 1.** Provide the disposal fee per ton for the ten-year guaranteed period beginning January 1, 2023. All taxes, host community fees, state surcharges and similar costs, including, but not limited to Act 101 fees, must be included, in the disposal fee. Then provide the estimated annual tons and multiply the disposal cost per ton times the estimated annual tons to calculate the estimated year one disposal cost.

i. $\$ \underline{\hspace{2cm}} \times \underline{100,000} = \$ \underline{\hspace{2cm}}$
 Cost per ton Est. annual tons Est. year one disposal cost

b. **Step 2.** Provide the round trip miles per load and the estimated annual loads. Provide the estimated transportation cost per mile, including all costs relating to staging, using, pulling, and transporting trailers and assuring sufficient trailers are available. Any spotting and/or rental fees that relate to usage by the Authority must be included in the transportation cost per mile. Indicate if there are tolls on the route chosen which are part of the transportation cost. Multiply the round trip miles per load by the estimated transportation cost per mile by the estimated annual loads to calculate the estimated year one transportation cost.

i. $\underline{\hspace{2cm}} \times \underline{\hspace{2cm}} \times \$ \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}}$
 Round trip miles Est. transportation Est. annual Est. year one
 per load cost per mile loads transportation cost

a. **Step 3.** Provide the estimated year one disposal cost from Step 1 and the estimated year one transportation cost from Step 2. Add the disposal cost to the transportation cost to calculate the estimated total year one cost.

ii. $\$ \underline{\hspace{2cm}} + \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}}$
 Est. year one Est. year one Est. total
 disposal cost transportation cost year one cost

PRICING FORM D (2)b

2. Using the steps described above, provide the disposal cost, transportation cost and the estimated total annual cost for each year of the ten-year guaranteed period (and option years), beginning January 1, 2023. It is the responsibility of proposers to adjust pricing based on the proposers assumptions and estimates relating to the fluctuations of tonnages that shall occur over the Agreement term.

Disposal fee per ton	Transportation cost per mile	Est. total annual cost
Year 1: \$ _____	Year 1: \$ _____	Year 1: \$ _____
Year 2: \$ _____	Year 2: \$ _____	Year 2: \$ _____
Year 3: \$ _____	Year 3: \$ _____	Year 3: \$ _____
Year 4: \$ _____	Year 4: \$ _____	Year 4: \$ _____
Year 5: \$ _____	Year 5: \$ _____	Year 5: \$ _____
Year 6: \$ _____	Year 6: \$ _____	Year 6: \$ _____
Year 7: \$ _____	Year 7: \$ _____	Year 7: \$ _____
Year 8: \$ _____	Year 8: \$ _____	Year 8: \$ _____
Year 9: \$ _____	Year 9: \$ _____	Year 9: \$ _____
Year 10: \$ _____	Year 10: \$ _____	Year 10: \$ _____

OPTION YEARS (extension is at the option of the Authority)

Year 11: \$ _____	Year 11: \$ _____	Year 11: \$ _____
Year 12: \$ _____	Year 12: \$ _____	Year 12: \$ _____
Year 13: \$ _____	Year 13: \$ _____	Year 13: \$ _____
Year 14: \$ _____	Year 14: \$ _____	Year 14: \$ _____
Year 15: \$ _____	Year 15: \$ _____	Year 15: \$ _____

3. Below, affirm that the pricing included in the Pricing Form(s) represent firm prices and include the date and signature of an authorized representative for the disposal facility.

**PRICING FORM D (2)c
15-YEAR AGREEMENT**

DISPOSAL FACILITY NAME:

1. For the first year, each Proposer shall provide the information requested in the steps below.

- a. **Step 1.** Provide the disposal fee per ton for the ten-year guaranteed period beginning January 1, 2023. All taxes, host community fees, state surcharges and similar costs, including, but not limited to Act 101 fees, must be included, in the disposal fee. Then provide the estimated annual tons and multiply the disposal cost per ton times the estimated annual tons to calculate the estimated year one disposal cost.

iii. \$ _____	x <u>100,000</u>	= \$ _____	
Cost per ton	Est. annual tons	Est. year one disposal cost	

- b. **Step 2.** Provide the round trip miles per load and the estimated annual loads. Provide the estimated transportation cost per mile, including all costs relating to staging, using, pulling, and transporting trailers and assuring sufficient trailers are available. Any spotting and/or rental fees that relate to usage by the Authority must be included in the transportation cost per mile. Indicate if there are tolls on the route chosen which are part of the transportation cost. Multiply the round trip miles per load by the estimated transportation cost per mile by the estimated annual loads to calculate the estimated year one transportation cost.

iv. _____	x	_____	x	_____	= \$ _____
Round trip miles per load		Est. transportation cost per mile		Est. annual loads	Est. year one transportation cost

- b. **Step 3.** Provide the estimated year one disposal cost from Step 1 and the estimated year one transportation cost from Step 2. Add the disposal cost to the transportation cost to calculate the estimated total year one cost.

v. \$ _____	+ \$ _____	= \$ _____	
Est. year one disposal cost		Est. year one transportation cost	Est. total year one cost

PRICING FORM D (2)c

2. Using the steps described above, provide the disposal cost, transportation cost and the estimated total annual cost for each year of the fifteen-year guaranteed period, beginning January 1, 2023. It is the responsibility of proposers to adjust pricing based on the proposers assumptions and estimates relating to the fluctuations of tonnages that shall occur over the Agreement term.

Disposal fee per ton	Transportation cost per mile	Est. total annual cost
Year 1: \$ _____	Year 1: \$ _____	Year 1: \$ _____
Year 2: \$ _____	Year 2: \$ _____	Year 2: \$ _____
Year 3: \$ _____	Year 3: \$ _____	Year 3: \$ _____
Year 4: \$ _____	Year 4: \$ _____	Year 4: \$ _____
Year 5: \$ _____	Year 5: \$ _____	Year 5: \$ _____
Year 6: \$ _____	Year 6: \$ _____	Year 6: \$ _____
Year 7: \$ _____	Year 7: \$ _____	Year 7: \$ _____
Year 8: \$ _____	Year 8: \$ _____	Year 8: \$ _____
Year 9: \$ _____	Year 9: \$ _____	Year 9: \$ _____
Year 10: \$ _____	Year 10: \$ _____	Year 10: \$ _____
Year 11: \$ _____	Year 11: \$ _____	Year 11: \$ _____
Year 12: \$ _____	Year 12: \$ _____	Year 12: \$ _____
Year 13: \$ _____	Year 13: \$ _____	Year 13: \$ _____
Year 14: \$ _____	Year 14: \$ _____	Year 14: \$ _____
Year 15: \$ _____	Year 15: \$ _____	Year 15: \$ _____

3. Below, affirm that the pricing included in the Pricing Form(s) represent firm prices and include the date and signature of an authorized representative for the disposal facility.

FORM E - CONTRACTUAL CONSENT OF LANDOWNER

The Contractual Consent of Landowner Form E is a necessary component of all PA DEP waste management permits and permit applications. Existing permitted facilities will have these completed. For proposed facilities, this form provides acknowledgement and contractual consent of the waste management project by the property owner(s).

Form E is attached

8.0 PROPOSED CONTRACTS



**BUREAU OF WASTE
MANAGEMENT**

FORM C1

COMPLIANCE HISTORY CERTIFICATION

This form must be fully and accurately completed. All required information must be typed or legibly printed in the spaces provided herein. Improperly completed forms may be rejected by the Department, may be considered to be violations of the Department's Rules and Regulations, and may result in assessment of fines and penalties.

Instructions:

If your last Form HW-C does not require to be amended, execute the certification Form C1 Compliance History Certification (2540-PM-BWM0351 Rev. 9/2013) indicating that the Form HW-C, on file is complete and current. Be sure the form is properly signed, sealed, and notarized. Please note that the date on the certification Form C1 must be the date the HW-C, on file, was notarized.

If the applicant, permittee, or licensee ("application") is a corporation, this form must be signed by two corporate officers (a president or vice-president and a secretary or treasurer) authorized to execute the form or by one corporate officer and one corporate employee in Pennsylvania with sufficient authority over the solid waste management activity being licensed or permitted to execute this form on behalf of the corporation. **ATTACH A COPY OF THE ARTICLES OF INCORPORATION OF THE APPLICANT.**

SECTION A. APPLICANT IDENTIFIER

Facility Name: _____

SECTION B. CERTIFICATION

This is to certify that no changes, additions, or other supplemental data are required to amend the most recent form HW-C, Compliance History dated _____ and submitted to the Pennsylvania Department of Environmental Protection by _____, which amendments would update and make current and complete all the information provided therein. The Compliance History now in the Department's possession reflects the Company's current status of officers, corporate structure as applicable, and compliance with environmental laws and regulations, and there are no instances of unlawful conduct as defined by the Pennsylvania Solid Waste Management Act of July 7, 1980 (35 P.S. §6018.610) that have not been corrected to the satisfaction of the Department.

(Signature)

Name: _____
(Print or Type Name)

Title: _____
(Print or Type Title)

Sworn to and subscribed before me this
_____ day of _____
20____.

Notary Public

SECTION B. (Continued)

(Signature)

Name: _____
(Print or Type Name)

Title: _____
(Print or Type Title)

Sworn to and subscribed before me this
_____ Day of 20_____.

Attach copy of Articles of Incorporation

Notary Public



Date Prepared/Revised
DEP USE ONLY
Date Received

FORM E CONTRACTUAL CONSENT OF LANDOWNER

This form must be fully and accurately completed. All required information must be typed or legibly printed in the spaces provided. If additional space is necessary, identify each attached sheet as Form E, reference the item number and identify the date prepared. The "date prepared/revised" on any attached sheets needs to match the "date prepared/revised" on this page.

Check Type(s) of Facility/Activity

- Hazardous
- Municipal
- Residual

General References: 25 Pa. Code, Section 271.123, 287.123.

Instructions: This form should be completed by **each** owner owning a parcel of land within the permit area. The parcel relative to **this** form and the outline of the entire proposed permit area should be identified on the map, to be attached.

SECTION A. SITE IDENTIFIER

Applicant/permittee:

Site Name:

Facility ID (as issued by DEP):

SECTION B. SECOND PARTY APPLICATIONS

Complete this part if person/municipality operates the facility on the land which is owned by someone else.

(I)(We), the undersigned, being the landowner(s) of _____ acres of land located in _____ County, Pennsylvania, as described in the deed(s) recorded in the Record of Deeds Office at Deed Book(s) and page(s) _____, and shown by crosshatched lines on the map is signed in the original by the landowner upon which _____

(Name and Type of Municipality)

(Name of County)

(Deed Book and Page)

(Solid Waste Management Facility Applicant)

hereinafter ("waste management facility applicant"), proposes to engage in waste storage treatment, processing, disposal, or associated pollution abatement or pollution prevention activities, (hereinafter "waste management activities"), for which application for permit will be made to the Department of Environmental Protection (hereinafter "The Department") under The Pennsylvania Solid Waste Management Act, Act 97 of July 7, 1980 (P.L. 380, 34 P.S., §6018 *et seq.*, hereinafter "the Act), and of which application this consent will be made a part, DO HEREBY ACKNOWLEDGE THAT THE SOLID WASTE MANAGEMENT FACILITY APPLICANT AND HIS/HER AGENTS AND REPRESENTATIVES HAVE THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING WASTE MANAGEMENT ACTIVITIES. The right the landowner grants herein _____ the subject of pending civil litigation.

(is/is not)

Furthermore, (I)(We), the undersigned, do here by irrevocably grant to the Commonwealth of Pennsylvania or any of its authorized agents, or employees, and grant to solid waste management facility applicant the right to enter upon the aforesaid land before the initiation of the solid waste management activities or operations, for the duration of the solid waste management activities or operations, and for a period of up to ten (10) years after final closure certification, for the purposes of inspection, monitoring, and maintenance and for the purpose of conducting such pollution abatement or pollution prevention activities required by the Act, or deemed necessary by the Department to carry out any purpose of the Act, the regulations promulgated thereunder and the terms of the permit as the Department deems necessary. (I)(We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us)(me) in order to have access to the land described herein. It is specifically agreed and understood that this Contractual Consent gives the Commonwealth the right to enter, inspect the premises, and abate or prevent pollution as a matter within the police power but does not obligate the Commonwealth to do so, does not constitute any ownership interest by the Commonwealth in the aforesaid land, and does not affect or limit any rights available to the Commonwealth under applicable law.

THE LANDOWNER _____ TO ALLOW THE ABOVE-NAMED SOLID WASTE MANAGEMENT APPLICANT
(Agrees or Does Not Agree)

TO TRANSFER OR ASSIGN, BY WRITTEN AGREEMENT, THIS CONTRACTUAL CONSENT TO ANOTHER SOLID WASTE MANAGEMENT FACILITY APPLICANT.

SECTION B. SECOND PARTY APPLICATIONS (continued)

This Consent shall terminate and become null and void if the solid waste management facility applicant does not apply to the Department of Environmental Protection for a permit to conduct solid waste management activities on the aforesaid land within _____ year(s) from the date of this Consent.

(Number of years)

Nothing in this Consent shall preclude or limit the landowner's authority to terminate the right or privilege of the solid waste management facility applicant to conduct waste management activities on the aforesaid land. In the event of said termination, the landowner shall allow the solid waste management facility applicant ample time to bring to closure all waste management activities. When necessary, the landowner shall allow the solid waste management facility applicant access to the land to carry out pollution prevention or pollution abatement activities as required by the Act or deemed necessary by the Department to carry out any purpose of the Act.

This Contractual Consent shall be deemed to be a recordable document. Prior to the initiation of solid waste management facility operations under the permit, this Consent shall be recorded by _____

(Solid Waste Management Facility Applicant)

and entered into the deed book (d.b.v.) index at the office of the recorder of deeds in the county(ies) in which the solid waste management facility is to be located.

SECTION C. SINGLE PARTY APPLICATIONS

Complete this part if person/municipality operates the facility on his/her/its own land.

(I)(We), the undersigned, being the landowner(s) of _____ acres of land located in

_____, _____ County,

(Name and Type of Municipality)

(Name of County)

Pennsylvania, as described in the deed(s) recorded in the Record of Deeds Office at Deed Book(s) and page(s)

_____,

(Deed Book and Page)

and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which waste storage, treatment, processing, beneficial use, disposal, or associate pollution abatement or pollution prevention activities, (hereinafter "waste management activities"), will be engaged in under the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, 34 P.S., §6018 *et seq.*, hereinafter "the Act"), and of which application this consent will be made a part, hereby irrevocably grant to the Commonwealth of Pennsylvania or any of its authorized agents or employees, the right to enter upon the aforesaid land. The right of entry applies before the initiation of the solid waste management activities or operations, for the duration of the solid waste management activities or operations at the facility, and for a period of up to 10 years after final closure certification, for the purpose of inspection, monitoring and maintenance and for the purpose of conducting such pollution abatement or pollution prevention activities required by the Act, or deemed necessary by the Department to carry out any purpose of the act, the regulations promulgated thereunder and the terms of the permit as the Department deems necessary.

(I)(We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us)(me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect the premises, and abate or prevent pollution as a matter within the police power but does not obligate the Commonwealth to do so, does not constitute any ownership interest by the Commonwealth in the aforesaid land, and does not affect or limit any rights available to the Commonwealth under applicable law.

This Consent shall terminate and become null and void if the solid waste management facility applicant does not apply to the Department of Environmental Protection for a permit to conduct solid waste management activities on the aforesaid land within _____ year(s) from the date of this Consent.

(Number of years)

This Contractual Consent shall be deemed to be a recordable document. Prior to the initiation of solid waste management facility operations under the permit, this Consent shall be recorded by _____

(Landowner)

and entered into the deed book (d.b.v.) index at the office of the recorder of deeds in the county(ies) in which the solid waste management facility is to be located.

SECTION D. CERTIFICATION

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, legal representatives, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this _____, day _____, of _____, 20_____.

If the Landowner is an individual:

(Signature of Landowner)

(Printed or Typed Name of Landowner)

ATTEST:

(Signature of Witness)

(Signature of Witness)

(Printed or Typed Name of Witness)

(Printed or Typed Name of Witness)

If the Landowner is a Corporation, Company, Limited Liability Company (LLC) or Partnership:

ATTEST:

(Signature of President, Vice President, Manager or Partner)

(Signature of Secretary, Treasurer, Member or Partner)

(Printed or Typed Name)

(Printed or Typed Name)

(Title)

(Title)

Affix Corporate Seal:

SECTION E.

ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

STATE OF _____ :
_____ : SS
COUNTY OF _____ :

On _____, before me, the undersigned Notary, personally appeared
_____ (Date)
_____, known to me (or satisfactorily proven) to be the
_____ (Name(s))
person whose name is subscribed to this instrument, and who acknowledged that _____ executed the same and
_____ (He, She or They)
desires it to be recorded.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SEAL) _____ My Commission Expires: _____
_____ (Notary Public) _____ (Date)

ACKNOWLEDGEMENT OF CORPORATIONS, COMPANIES, OR LLCs

STATE OF _____ :
_____ : SS
COUNTY OF _____ :

On _____, before me, the undersigned Notary, personally appeared
_____ (Date)
_____, who acknowledged (herself) (himself) to be the
_____ (Name(s))
_____ of _____,
_____ (Title of Person) _____ (Name of Corporation, Company, or LLC)
and that s(he), as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation,
company, or LLC and desires that this instrument be recorded.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

(SEAL) _____ My Commission Expires: _____
_____ Notary Public _____ (Date)

This instrument has been recorded in _____ County, Pennsylvania, this _____ day _____,
_____, at Book _____, Page(s) _____.

(Signed + Print Name) (Sealed)

ADVERTISEMENT FOR REQUEST FOR PROPOSALS TO PROVIDE DISPOSAL CAPACITY

In accordance with Act 101(as amended), the Centre County Recycling and Refuse Authority (CCRRA) is seeking waste disposal capacity for municipal waste (MSW) for a ten-year period, beginning January 1, 2023. The CCRRA is hereby soliciting responses in order to select a facility that could provide all of the processing/disposal capacity for County generated MSW. All proposals must be submitted to the CCRRA by 4:00 P.M., Monday, September 27, 2021. Copies of the CCRRA Request For Proposals (RFP) may be obtained from the CCRRA, 253 Transfer Road, Bellefonte, PA 16823. Electronic forms are available via email from Jeia Forsyth at jforsyth@centrecountyrecycles.org or by calling 814 238-7005.

All responses must be made on the Required Forms and in accordance with the instructions to Respondents provided in the RFP. Interested respondents should submit their response to the address listed above. Attention: Ted Onufrak, by 4:00 P.M. on Monday, September 27, 2021.

The CCRRA reserves the right to reject any or all responses and to waive any informality in the solicitation process.

SOLID WASTE DISPOSAL AGREEMENT

By and Between

CENTRE COUNTY RECYCLING AND REFUSE AUTHORITY

And

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SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT (the “Agreement”), entered into this _____ day of _____, 2021, by and between the Centre County Recycling and Refuse Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (the “Authority”), and _____ (the “Contractor”), a _____, with offices at _____.

BACKGROUND

A. By its Request for Proposals for Municipal Waste Disposal Capacity of _____ 2021, and amendments thereto, the Authority solicited proposals for waste disposal and transportation services, for Centre County’s Municipal Waste (the “RFP”).

B. The Contractor has submitted a proposal to the Authority in response to the RFP (the “Proposal”).

C. The Authority has accepted the Proposal and the Authority and the Contractor desire to set forth the terms and conditions under which the Contractor shall provide Municipal Waste disposal, and, if applicable approvals are obtained, Residual Waste disposal and transportation services to the Authority.

NOW THEREFORE, in consideration of the background recitals and the mutual covenants set forth in this Agreement, and intending to be legally bound, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

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

- 1.01 “Base Fee.” Shall mean the dollar amount per ton set forth in the Contractor’s Proposal to the RFP for which the Contractor agrees to dispose of Municipal Waste pursuant to this Agreement as set forth on Exhibit 3.01 hereto.
- 1.02 “Base Trucking Fee.” Shall mean the applicable amount per mile set forth on Exhibit 4.01 attached hereto.
- 1.03 “Department.” The Department of Environmental Protection of the Commonwealth of Pennsylvania and its authorized representatives.
- 1.04 “Environmental Laws.” Environmental Laws shall mean all federal, state or local laws, ordinances, rules, regulations or written policies now or hereafter existing which govern or otherwise relate to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of any Municipal Waste, Hazardous Substance or Hazardous Waste.
- 1.05 “Event of Force Majeure.” An Event of Force Majeure shall mean an Act of God, riot, insurrection, war, natural disaster, strike, labor dispute, epidemic, extraordinary weather condition, legal action enjoining or threatening the carrying out of the activities hereunder, the adoption or change after the date hereof (including a change in interpretation) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date hereof applicable to the Landfill or a party adversely affecting such party’s

obligations hereunder or under any assignments, permits, licenses or approvals in effect as of the date hereof, the imposition of any material conditions on the issuance or renewal of any assignment, permit, license or approval for the Landfill after the date hereof which establishes requirements adversely affecting the operation or use of the Landfill; or any other cause beyond the reasonable control of a party and which such party is unable to avoid by the exercise of reasonable diligence.

- 1.06 “Hazardous Substance.” Hazardous Substance shall mean any flammable substances, explosives, radioactive materials, hazardous materials, toxic substances, pollutants, pollution or any substances with chemical and physical properties substantially similar to the above specified in any of the Environmental Laws (including any hazardous substances defined in the Comprehensive Environmental Responses, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (“CERCLA”)) and asbestos and polychlorinated biphenyls.
- 1.07 “Hazardous Waste.” Hazardous Waste shall mean all waste defined or characterized as “Hazardous Waste” by statute, regulation of the Department or governmental entity with jurisdiction over the Landfill and any garbage, refuse, sludge from an industrial or other waste water treatment plant, sludge from a water supply treatment plant, or air pollution control facility and other discarded material including solid, liquid, semi-solid or contained gaseous material resulting from municipal, commercial, industrial, institutional, mining, or agricultural operations, and from community activities; or any combination of the above, which because of its quantity, concentration, or physical, chemical, or infectious characteristic may do one or both of the following:
- a. Cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or
 - b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, dispose of or otherwise managed.

The term does not include coal refuse as defined in the Coal Refuse Disposal Contract Act (52 P.S. §§30.51-30.101). The term does not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance with a valid permit issued under The Clean Streams Law (35 P.S. §§691.1-691.1001). The term does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act (33 U.S.C.A. §1341) or source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 (42 U.S.C.A. §§2011-2284).

- 1.08 “Infectious Waste.” All waste defined or characterized as “Infectious Waste” by statute, regulation of the Department or governmental entity with jurisdiction over the Landfill including, without limitation, any:
- a. Municipal and Residual Waste which is generated in the diagnosis, treatment, immunization or autopsy of human beings or animals, in research pertaining thereto, in the preparation of human or animal remains for interment or cremation, or in the production or testing of biologicals, and which falls under one or more of the following categories:
 - i. Culture and stocks. Cultures and stocks of infectious agents and associated biologicals, including the following: cultures from medical and pathological laboratories; cultures and stocks of infectious agents from research and industrial laboratories; wastes from the production of biological; discarded live and attenuated vaccines except for residue in emptied containers; and culture dishes, assemblies and devices used to conduct diagnostic tests or to transfer, inoculate and mix cultures.
 - ii. Pathological wastes. Human pathological wastes, including tissues, organs and body parts and body fluids that are removed during surgery, autopsy, other medical procedures or laboratory procedures. The term does not include hair, nails or extracted teeth
 - iii. Human blood and body fluid waste.
 - A. Liquid waste human blood.

- B. Blood products.
 - C. Items saturated or dripping with human blood.
 - D. Items that were saturated or dripping with human blood that are now caked with dried human blood, including serum, plasma and other blood components, which were used or intended for use in patient care, specimen testing or the development of pharmaceutical.
 - E. Intravenous bags that have been used for blood transfusions.
 - F. Items, including dialysate, that have been in contact with the blood of patients undergoing hemodialysis at hospitals or independent treatment centers.
 - G. Items contaminated by body fluids from persons during surgery, autopsy, other medical procedures or laboratory procedures.
 - H. Specimens of blood products or body fluids, and their containers.
- iv. Animal Wastes. Contaminated animal carcasses, body parts, blood, blood products, secretions, excretions and bedding of animals that were known to have been exposed to zoonotic infectious agents or nonzoonotic human pathogens during research (including research in veterinary schools and hospitals), production of biologicals or testing of pharmaceuticals.
- v. Isolation wastes.
- A. Humans who are isolated to protect others from highly virulent diseases.
 - B. Isolated animals known or suspected to be infected with highly virulent diseases.
- vi. Used sharps. Sharps that have been used in contact with infectious agents or that have been used in animal or human patient care or treatment, at medical, research or industrial laboratories, including hypodermic needles, syringes (with or without the attached needle), Pasteur pipettes, scalpel blades, blood vials, needles with attached tubing, culture dishes, suture needles, slides, cover clips and other broken or unbroken glass or plastic ware.
- b. Mixtures.
- i. The term also includes materials identified under subparagraph (a) that are mixed with municipal and residual waste, including disposable containers.
 - ii. The term also includes mixtures of materials identified in subparagraph (a) with quantities of radioactive waste not subject to regulation.
- c. Exceptions.
- i. Wastes generated in individual residences.
 - ii. Soiled diapers which do not contain materials identified in subparagraph (a).
- 1.09 The "Landfill." The Contractor's landfill located at _____ or any substitute landfill properly designated by the parties hereto in writing, for the disposal of Municipal Waste.
- 1.10 "Leachate." Liquid runoff from the Transfer Station which is collected in the Leachate collection system located at the Transfer Station.
- 1.11 "Municipal Waste." Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities and sludge not meeting the definition of Residual Waste or Hazardous Waste from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. The term shall not include source-separated Recyclable Materials, Infectious Waste, Residual Waste, Hazardous

Waste, Hazardous Substances, Non-Conforming Waste or any other waste not approved for disposal into the Landfill pursuant to the Landfill's operating permit issued by the Department.

- 1.12 "Municipal Waste Planning, Recycling and Waste Reduction Act" or "Waste Reduction Act." Act No. 101 of 1988. 53 P.S. §4000.101 et seq.
- 1.13 "Non-Conforming Waste." Any waste not meeting the definition of Municipal Waste, including, without limitation, any Hazardous Waste, Infectious Waste or Hazardous Substance.
- 1.14 "Operations Plan." The plan for operation of the Authority's Transfer Station as adopted by the Authority from time to time.
- 1.15 The "Proposal." The Contractor's response to the RFP.
- 1.16 "Recycling and Recyclables" 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 municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy. "Recyclables" and "Recyclable Materials" are the items collected and separated in the process of Recycling and include all the items defined as Recyclables under the Authority's Rules and Regulations as in effect from time to time during the Term, including, without limitation, scrap metal and white goods.
- 1.17 "Residual Waste." Any garbage, refuse, other discarded material or other waste, including solid, liquid semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, waste water treatment facility or air pollution control facility, provided that it is not hazardous.
- 1.18 The "RFP." The Request For Proposals for Municipal Waste Disposal Options issued by the Authority in _____ and all amendments and/or supplements thereto.
- 1.19 "Solid Waste Management Act." Act 97 of 1980, Public Law 380, 35 Purdon's Statutes 6018.101. et seq., and Department regulations promulgated thereunder.
- 1.20 "Source-separated Recyclable Materials." Materials that are separated from municipal waste at the point of origin for the purpose of recycling.
- 1.21 "Term." The term of this Agreement as set forth in Section 2.02 hereof, including any renewal terms of this Agreement.
- 1.22 "Transfer Station." The Authority's Transfer Station located at Dale Summit, College Township, Centre County, Pennsylvania.

ARTICLE II SCOPE OF SERVICES

- 2.01 Effective Date. If the conditions of Section 8.03 hereof are met, this Agreement shall become effective no later than January 1, 2023 (the "Effective Date").
- 2.02 Term of Agreement. The initial term of this Agreement shall begin on the Effective Date and end on December 31, 2032. The Authority shall have an option to extend the Agreement for an additional option term of five (5) years by providing one (1) year's written notice to the Contractor. The option term shall be under all the same terms and conditions as the initial term, except for the option term pricing which is set forth on Exhibit 3.01.
- 2.03 Designated Wastes. During the term of this Agreement, the Contractor shall receive, transport and dispose of, at the Landfill, all of Centre County's Municipal Waste (from the Transfer Station and direct hauled Municipal Waste described in Section 5.01 hereof), Residual Waste disposed of at the Authority's Transfer

Station, and Leachate, all in accordance with and as designated in the Centre County Waste Management Plan then in effect. The Contractor acknowledges that there is no minimum guaranteed quantity of Municipal Waste to be disposed of under this Agreement.

- 2.04 Back-up Agreement. The contractor acknowledges that the Authority shall have an effective back-up agreement for disposal of the Centre County's Municipal Waste and Residual Waste in place throughout the term of this Agreement in the event the Contractor is unable to accept and dispose of such Municipal Waste and Residual Waste in the manner provided herein. Further, the parties mutually acknowledge that the primary back-up facility will be the disposal facility designated from time to time by the Contractor. As of the Effective Date, the Contractor designates _____ as the primary back up facility. Provided, however, that if the Contractor fails to timely designate a back-up facility, then the Authority shall be permitted to direct the disposal of Municipal Waste at a back-up facility of its selection.
- 2.05 Trucking. The Contractor shall provide trucking services including all labor, drivers, equipment (except as set forth in Section 2.05 h. below), vehicles, tools, implements, fuel, materials and transportation facilities for the adequate, timely and proper transportation of all Municipal Waste disposed of under this Agreement from the Authority's Transfer Station to the Landfill.
- a. Compatibility of Equipment. All trucking equipment provided by the Contractor shall be compatible with the Authority's Transfer Station facilities, including, without limitation, the Authority's spotting tractors. Unless approved in advance by the Authority, all trailers used for hauling Municipal Waste will be tipper trailers.
 - b. Fuel. The Contractor shall exclusively use compressed natural gas ("CNG") fueled vehicles throughout the Term unless otherwise agreed by the parties. Except when approved in advance by the Authority, the Contractor's failure to use CNG fueled vehicles shall constitute a material default of the Contractor's obligations hereunder. Hybrid vehicles that use a combination of diesel and natural gas fuels shall not meet the requirements of this section. The Contractor shall primarily fuel its vehicles used in the performance of this Agreement at the Authority's CNG fueling station, owned and operated by Clean Energy and located at 100 Transfer Road, Bellefonte, Pennsylvania 16823.
 - c. Maintenance of Trucking Equipment. All tractors and trailers used by the Contractor shall be used subject to the prior written approval of the Authority, which written approval shall not be unreasonably withheld. Such tractors and trailers must be maintained in good working order, in clean and sanitary condition and be in compliance with all applicable federal, state and local governmental laws or regulations. At a minimum, all trailers shall be cleaned using an acid solution, or other method approved by the Authority, at least twice each year during the Term. All tractors and trailers shall be properly marked for identification. At a minimum, such markings shall include a conspicuous unique identifier on the driver's side front and rear of each trailer in at least six (6") inch high letters or numbers. Prior to using any tractor or trailer, the Contractor shall notify the Authority, in writing, of its make, serial number, size and age. All tractors and trailers must be currently licensed and/or permitted under all applicable federal, state and/or local laws and regulation. All tractor and trailer combinations shall be capable of transporting the maximum gross weight allowed by law (currently, 82,000 pounds for a CNG powered tractor trailer combination).
 - d. Loading and Availability of Trucking Equipment. The Authority has no control over and makes no representation as to the time of loading of the trailers at the Transfer Station. The Contractor shall be required to provide a continuous operation of transport procedure for the Transfer Station. Therefore, the Contractor shall be obligated and have available at all times a sufficient number of tractors and trailers necessary to promptly move all Municipal Waste from the Transfer Station to the Landfill. The Contractor assumes all risks as to loading, transportation and unloading or any other unfavorable condition that may be encountered in the transportation of the Municipal Waste whether apparent by inspection or disclosed only in the process of transporting the Municipal

Waste and also including unfavorable or inclement weather conditions. At a minimum, the Contractor shall have at least three (3) empty trailers available at the Transfer Station at all times. Moreover, the Contractor shall have sufficient empty trailers available at the beginning of each work day to keep up with anticipated volume, as determined by the Authority from time to time (currently, the Contractor must have 16 empty trailers at the Transfer Station) at the beginning of each work day. No loaded trailers shall be permitted to remain in the staging area of the Authority's Transfer Station for a period in excess of twenty-four (24) hours on a weekday or seventy-two (72) hours on a weekend. Empty trailers shall be prepared by the Contractor for loading at the time such trailers are delivered.

- e. Subcontracting. If the Contractor enters into a subcontract with another entity to provide the trucking services specified herein, such subcontract must be submitted to the Authority for its prior written approval, which approval will not be unreasonably withheld. Such subcontract must, at a minimum, satisfy the conditions of this Agreement. Further, the approval by the Authority of such a subcontract will not relieve the Contractor of any of its duties, responsibilities or liabilities under this Agreement.
 - f. Operations Plan. The Contractor shall ensure that all trucking services and equipment provided hereunder comply with the Authority's Operations Plan, as it may be amended or supplemented from time to time. The Contractor acknowledges receipt of the Authority's Operations Plan as in effect on the date of this Agreement. The Authority covenants to provide the Contractor with written notice of any changes to its Operations Plan at least thirty (30) days prior to the effective date of such change. The parties acknowledge that changes the Authority makes to the Operations Plan that: i) cause additional costs to the Contractor may result in an addition to the Base Fee; or ii) that result in savings to the Contractor may result in a reduction of the Base Fee. The parties agree to reasonably adjust fees to account for any increased costs or savings attributable to Operations Plan changes.
 - g. No Minimum Weight. The Contractor acknowledges that the Authority does not guarantee any minimum weight for a loaded trailer. Provided, however, that the Authority and the Contractor shall each exert their best efforts to achieve the maximum legally permissible load on each trailer.
 - h. Fines; Penalties; Fees. The Contractor shall be responsible for and shall indemnify and hold the Authority harmless from and against any fines, penalties, fees, costs and impositions related to the condition or operation of any tractors, trailers or ancillary equipment required under this Agreement. Such costs shall include, without limitation, any fines, penalties, fees, costs and impositions imposed as a result of improper use of equipment (such as overloading), failure to transport Municipal Waste in a timely or required manner and failure to maintain required safety equipment.
 - i. Exception for Leachate Transportation. The Contractor shall be permitted to use the Authority's tanker trailers for hauling of any Leachate disposed of by the Contractor hereunder. The Contractor may not use the Authority's tanker trailers for any other purpose, including, without limitation, back hauling of other third party loads, without the Authority's prior written consent.
- 2.06 Authority Holiday Schedule. The Contractor acknowledges the Authority's holiday schedule attached as Exhibit 2.06. The Contractor shall perform its duties in accordance with the Authority's holiday schedule.

ARTICLE III DISPOSAL FEES

- 3.01 Base Fee. Throughout the Term, the Authority shall pay the Contractor, in the manner and at the times provided herein, the amount set forth on Exhibit 3.01 for each and every ton of Municipal Waste disposed of at the Landfill (the "Base Fee"). There shall be no fee charged by the Contractor for Disposal of

Leachate at any time during the Term. No additional fees, surcharges, environmental fees or other charges shall be added to the Base Fee except as provided for in Section 3.02 hereof.

3.02 Additions to Base Fee. In addition to the Base Fee, the Contractor shall be entitled to collect from the Authority, the Authority's "ratable share" of the following costs affecting the Contractor's operations and resulting from events beyond the reasonable control of the Contractor.

- a. Cost increases resulting from an event of Force Majeure (as defined in Article X hereof);
- b. Costs due to unanticipated required special handling of any Municipal Waste if the source of such Municipal Waste is the Authority;
- c. Costs due to a determination by any agency, court or other duly constituted authority that any Municipal Waste theretofore handled by the Contractor, although not Hazardous Waste or a Hazardous Substance prior to such determination, constitutes Hazardous Waste or a Hazardous Substance, if the source of any such Municipal Waste, subsequently determined to be Hazardous Waste or a Hazardous Substance, is the Authority;
- d. Cost increases resulting from a change in the Authority's Operations Plan; and
- e. Costs due to the imposition of any fees, taxes or surcharges imposed by a federal, state or local government.

The term Authority's "ratable share" as used in this Section 3.02 (c) shall mean a fraction, the numerator of which shall be the average daily tonnage (total tonnage delivered to the Landfill commencing on the Effective Date, divided by number of days commencing on the Effective Date on which deliveries were made of the Authority's Municipal Waste to the Contractor's Landfill) as of the date of any event triggering the provisions of this Section 3.02 (c) and the denominator of which shall be the "permitted daily tonnage" in tons of the Landfill as of that same date.

3.03 Manner and Time of Payment of Base Fees and Additions to Base Fees. The Contractor shall bill the Authority bi-monthly on or about the 15th and the 30th day of each month for all Base Fees. The Authority shall pay all Base Fees within thirty (30) days of the date of the Contractor's second invoice for each month. All additions to the Base Fee provided for in Section 3.02 hereof shall be billed to the Authority by the Contractor on the next following billing cycle following the occurrence of the event that occasions such fees. The Authority shall pay the Contractor for such additions to the Base Fees at the same time that it is required to pay Base Fees billed at the same time such additions to Base Fees are billed. The Contractor shall render separate invoices to the Authority for Municipal Waste directly delivered to the Landfill by haulers as described in Section 5.01 hereof.

3.04 Late Payment Penalty. In the event that the Authority fails to pay any amount properly due the Contractor under Section 3.03 of this Agreement, the contractor shall be entitled to impose a late payment penalty upon the Authority equal to the late payment penalty then charged by the Authority with respect to its delinquent accounts.

3.05 Setoff of Base Fees. The Authority shall be entitled to setoff against Base Fees or additions to Base Fees payable to the Contractor hereunder, any penalties or other impositions imposed upon the Contractor under Section 7.07 hereof.

3.06 Weighing Procedures and Verification.

- a. All loads of Municipal Waste originating at the Transfer Station shall be weighed in and weighed out on scales located at the Contractor's Landfill. For each load of Municipal Waste, the Contractor shall provide the Authority with a copy of a weigh ticket containing, at a minimum, the following items of information:

- i. the date and time of delivery of the Municipal Waste to the Landfill;
- ii. the number or identifier of the tractor and trailer;
- iii. the gross vehicle weight at the time of delivery;
- iv. the tare weight at the time of delivery;
- v. the net weight of the load; and
- vi. the identity of the weighmaster receiving the load.

Such tickets will be compiled by the Contractor and provided to the Authority on at least a weekly basis.

- b. Scales used by the Contractor shall be certified and inspected on a periodic basis as required by all applicable local, state and federal laws and regulations and shall be the same scales regularly used by the Contractor for its other customers. The Contractor's scale operators shall be Commonwealth of Pennsylvania certified weigh masters. The Contractor shall provide the Authority with proof of certification of its weigh masters on an annual basis through the Term hereof.
- c. Within five (5) days following the end of each month during the Term, the Contractor shall provide the Authority with a summary of all weigh tickets for the previous month. At a minimum, such summary shall provide the following items of information for each load:
 - i. the name of the hauler;
 - ii. the date of delivery of the load;
 - iii. the number or identifier of the tractor and trailer;
 - iv. the gross vehicle weight at the time of delivery;
 - v. the tare weight at the time of delivery;
 - vi. the net weight of the load;
 - vii. the total number of tons for the month; and
 - viii. the total number of roundtrips by the Contractor for the month.
- d. The Authority shall have the right, during normal business hours and at reasonable intervals to inspect the Contractor's scales for accuracy. Further, the Authority shall have the right from time to time to weigh the Contractor's vehicles at the Transfer Station to verify the accuracy of the Contractor's scales. In the event that the Contractor's scales are not functioning properly, all weights shall be determined by the Authority's scales at the Transfer Station. In such event the Authority shall provide the Contractor with reasonable access to its scales during normal business hours for the purpose of verifying the accuracy of same.

3.07 Clean Up Projects. The Contractor shall charge no Base Fees for disposal of up to two hundred (200) tons per year for each calendar year during the Term hereof for Municipal Waste from clean up projects held in Centre County. If Commonwealth or local fees are waived by the respective government authorities for such cleanups, then the Contractor shall not require such fees to be paid to the Authority with respect to such Municipal Waste. Any "no charge" tons allocated for clean up projects that are not used during any calendar year during the Term, shall roll forward and may be used in any later year during the Term.

ARTICLE IV TRUCKING FEES

4.01 Base Trucking Fee. Throughout the Term, the Authority shall pay the Contractor the applicable Base Trucking fee, per mile, set forth in Exhibit 4.01 attached hereto and made a part hereof by this reference (the "Base Trucking Fee"). Total Base Trucking fees for any billing period shall be determined by multiplying the per mile cost times the number of miles per trip set forth in Section 4.03 hereof times the number of trips during the billing period. Base Trucking Fees shall be paid at the times set forth in Section

4.03 hereof. Throughout the Term, there shall be no fee charged by the Contractor for the trucking of Leachate to the Landfill.

4.02 Round Trip Mileage. The parties agree that all calculations to be performed under this Article IV shall be based on a round trip mileage between the Transfer Station and the Landfill of _____ (___) miles.

4.03 Manner and Time of Payment of Trucking Fees. The Contractor shall bill the Authority bi-monthly for Base Trucking Fees and the Authority shall pay all fees payable under this Article within thirty (30) days of the date of the Contractor's second invoice for each month.

**ARTICLE V
DELIVERY OF AND TITLE TO MUNICIPAL WASTE;
ADMINISTRATIVE INSPECTIONS; ADDITIONAL OBLIGATIONS OF THE CONTRACTOR**

5.01 Delivery of Municipal Waste. All Municipal Waste to be disposed of pursuant to this Agreement shall be delivered to the Landfill by the Contractor, unless otherwise authorized, in a writing made prior to such delivery, by the Authority. Exhibit 5.01 to this Agreement lists the Municipal Waste collectors that the Authority has authorized to make direct deliveries of Centre County's Municipal Waste to the Landfill. The Authority shall update such list from time to time throughout the Term. The Authority shall be billed in accordance with Article III hereof for all fees attributable to direct deliveries of Centre County's Municipal Waste made by Authority authorized Municipal Waste Collectors to the Landfill.

5.02 Title to Municipal Waste. Title to Municipal Waste shall be vested in the Contractor at the time the Municipal Waste is loaded onto the Contractor's trailers at the Transfer Station or is directly delivered to the Landfill by Authority authorized Municipal Waste Collectors. Notwithstanding anything to the contrary herein, title to and legal responsibility and liability for waste not conforming with the definition of Municipal Waste herein ("Non-conforming Waste") shall at times remain with the party delivering such Non-conforming Waste to the Transfer Station and title to such Non-conforming Waste shall not pass to the Contractor or the Authority. Solely as an accommodation to the Authority, at the Authority's sole expense and upon such other terms and conditions as may be agreed upon by the Contractor, the Authority, the Contractor may, at its sole discretion, attempt to arrange for the proper handling, storage and transportation of such Non-conforming Waste until such time as it has been returned to the party that delivered such waste to the Transfer Station. In the event that the Contractor receives Non-Conforming Waste from Centre County at the Landfill, any and all costs incurred by the Contractor with respect to such Non-Conforming Waste, including any fines and penalties assessed therefore, shall be promptly paid by the Authority.

5.03 Administrative Inspections. Upon reasonable notice and during regular business hours, each of the parties hereto and their authorized agents or employees shall have access to the other party's logs, books and records pertaining to the quantities and sources of Municipal Waste transported and disposed of pursuant to this Agreement. Such inspections shall be conducted for the purpose of verifying compliance with the terms and conditions of this Agreement. Further, each of the parties hereto and their authorized agents and employees shall also be permitted, upon reasonable notice and during regular business hours, to inspect the other party's facilities and observe operations conducted by such party.

5.04 Additional Obligations of the Contractor. During the Term, the Contractor shall:

a. Deliver all waste, including without limitation, Residual Waste the Transfer Station is permitted to accept, Municipal Waste and Recyclables that the Contractor collects in Centre County to the Transfer Station.

b. Fulfill, on a timely and accurate basis, all Department and other governmental authority permitting requirements for waste other than Municipal Waste accepted for disposal by the Contractor under this Agreement. Copies of all such permits and applications shall be furnished to the Authority

within a reasonable time. This responsibility shall include the Contractor providing primary assistance and coordination with Authority staff for Residual Waste Form U generator annual applications and expiration date tracking of such applications.

- c. Allow the Authority, upon reasonable prior notice, to inspect the Contractor's records with respect to the administration of this Agreement.
- d. Receive at the Transfer Station, haul and dispose of segregated loads of on road tires for the following disposal prices: \$15 per ton for cut tires or \$75 per ton for whole tires.
- e. Cooperate in good faith with the Authority to develop more cost effective and environmentally friendly methods of disposing of discarded tires.

ARTICLE VI INSURANCE AND BONDING

- 6.01 Provision of Coverage. Throughout the Term, the Contractor shall maintain in full force and effect the types and amounts of insurance coverage required by this Article VI. All such insurance policies required under this Article shall list the Authority as an additional insured under such policies. Each year during the Term, the Contractor shall provide the Authority with a certificate of insurance evidencing its procurement of such coverage, and listing the coverage, limits of liability, name of the carrier, the policy number and the expiration date. At least thirty (30) days prior to the expiration of each such policy, the Contractor shall furnish the Authority with evidence of payment of the premium and the reissuance of such policy continuing the required coverage in force.
- 6.02 Environmental and General Liability Coverage. The Contractor shall maintain insurance coverage for environmental liability and comprehensive general liability providing continuous coverage against third party claims for property damage and personal injury, with policy limits of not less than Five Million and no/100 (\$5,000,000.00) Dollars for combined coverage.
- 6.03 Vehicle Coverage. The Contractor shall maintain public liability insurance coverage on each tractor, trailer (including the Authority's trailers used to haul Leachate while being used by the Contractor) or other vehicle or vehicles required for the prosecution of the work under this Agreement with limits of bodily injury coverage no less than One Million (\$1,000,000.00) Dollars for each person and no less than Three Million and no/100 (\$3,000,000.00) Dollars for each accident. Further, the Contractor shall maintain property damage insurance on each tractor, trailer and any other vehicle or vehicles required for the prosecution of the work hereunder with limits of coverage no less than Five Hundred Thousand and no/100 (\$500,000.00) Dollars.
- 6.04 Workers' Compensation Coverage. The Contractor shall maintain standard workers' compensation coverage indemnifying it and the Authority against any loss arising from liability or injuries sustained by any and all agents, servants or employees of the Contractor who shall be entitled to compensation under the Workers' Compensation Law.
- 6.05 Insurance Companies. All insurance policies required under Article VI hereof shall be issued by financially sound insurance companies licensed to do business in Pennsylvania, and shall be in a form satisfactory to the Authority.
- 6.06 Notice of Cancellation. All policies of insurance required to be maintained by the Contractor pursuant to this Article VI shall contain a provision that such policy or policies shall not be cancelled or materially amended (including any reduction in the scope or limits of coverage) without at least thirty (30) days prior written notice to the Authority. If the Contractor cannot obtain the notice of cancellation provision in its policies, then the Contractor shall provide the required notice to the Authority of any cancellation or material amendment of the Contractor's required insurance coverage.

- 6.07 Failure to Provide or Procure Coverage. The Contractor's failure to provide or procure the insurance coverage required by this Article VI shall constitute a material breach of this Agreement. In such event, the Authority may, at its option, procure such required insurance covering the Authority's interests and charge the costs of same to the Contractor, or setoff such costs against amounts otherwise due the Contractor. If such sums are charged to the Contractor, the Contractor covenants to pay such amounts promptly upon demand by the Authority.
- 6.08 Performance Bond. At the time of the execution of this Agreement and before it becomes effective, the Contractor and its surety, acceptable to the Authority, shall execute a performance bond in the amount of Three Million and no/100 (\$3,000,000.00) Dollars. Such bond shall be written by a surety authorized to do business in Pennsylvania and shall be delivered to the Authority contemporaneous with the execution of this Agreement. The attorney-in-fact who signs the bond must be a resident of Pennsylvania and shall file with such bond a certified and effectively dated copy of his power of attorney. The Contractor shall pay all premiums for such bond. The bond shall cover the faithful performance by the contractor of all covenants and agreements on the part of the Contractor contained in this Agreement. The bond shall remain in effect throughout the Term.
- 6.09 Payment Bond. In the event that the Contractor, with the prior written approval of Authority, enters into a subcontract with another entity to provide services required under this Agreement, the Contractor and its surety, acceptable to the Authority, shall execute a payment bond in an amount to be determined by the Authority in its sole discretion. Such bond shall be written by a surety authorized to do business in Pennsylvania and shall be delivered to the Authority contemporaneous with the execution of the subcontract. The attorney-in-fact who signs the bond must be a resident of Pennsylvania and shall file with such bond a certified and effectively dated copy of his power of attorney. The Contractor shall pay all premiums for such bond. The bond shall cover the faithful payment by the Contractor of the approved subcontractor. The bond shall remain in effect throughout the Term.

ARTICLE VII DEFAULT; REMEDIES; PENALTIES

- 7.01 Events of Default by the Contractor. Subject to Section 7.08 below, each of the following shall constitute an event of default under this Agreement:
- a. Failure of the Contractor to accept and transport Municipal Waste for disposal to the Landfill on any date that the Transfer Station is open for business except if performance is excused by the Authority.
 - b. Failure to use CNG powered vehicles, except when permitted by the Authority.
 - c. Failure to comply with the Centre County Municipal Waste Management Ordinance or the Centre County Municipal Waste Management Plan in any material respect.
 - d. Failure of the Contractor to comply with any other material term, obligation, covenant or condition contained in this Agreement.
 - e. A change of ownership of more than fifty (50%) percent of the ownership interest of the Contractor. Provided, however, that if there is a change of more than fifty (50%) percent of the ownership interest in the Contractor, this change of ownership shall not constitute a default hereunder if the entity purchasing the fifty (50%) percent ownership in the Contractor, notifies the Authority of such ownership interest change at least ten (10) days in advance, agrees to be bound by all of the provisions of this Agreement and receives or obtains all Commonwealth of Pennsylvania approvals, authorization and licenses necessary for it to perform the Contractor's obligations under this Agreement.

- f. A change in record title ownership of the Landfill. Provided, however, that if there is a change of record title in the Landfill, this change of title shall not constitute a default hereunder if the entity to which the record title is changed notifies the Authority of such record title ownership change at least ten (10) days in advance, agrees to be bound by all of the provisions of this Agreement and receives or obtains all Commonwealth of Pennsylvania approvals, authorizations and licenses necessary for it to perform the Contractor's obligations under this Agreement and to own the Landfill.
 - g. The Contractor being or becoming insolvent or bankrupt or ceasing to pay federal, state or local tax obligations or its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property.
 - h. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within sixty (60) days.
 - i. Any action or answer by the Contractor approving of, consenting to, or acquiescing in any such proceeding.
 - j. The levy of any distress, execution or attachment upon the property of the Contractor which shall substantially interfere with its performance hereunder.
- 7.02 Remedies in the Case of an Event of Default by Contractor. Should the Contractor default on the full and timely performance of any of its obligations hereunder, the Authority may:
- a. Enforce specific performance of this Agreement;
 - b. Bring suit for damages against the Contractor;
 - c. Seek recovery under the performance bond required under Section 6.08 hereof; and/or
 - d. Terminate this Agreement upon written notice to the Contractor.
- 7.03 Events of Default by the Authority. Subject to Section 7.08 below, each of the following shall constitute an event of default under this Agreement:
- a. Failure of the Authority to make payment to Contractor at the time and in the manner provided for hereunder;
 - b. Failure of the Authority to comply with any other material term, obligation, covenant or condition contained in this Agreement.
- 7.04 Remedies in the Case of an Event of Default by the Authority. Should the Authority default on the full and timely performance of any of their obligations hereunder, the Contractor may:
- a. Enforce specific performance of this Agreement; and/or
 - b. Bring suit for damages against the Authority.
- 7.05 Other Remedies. The rights and remedies set forth in Sections 7.02 and 7.04 hereof shall be in addition to and not in limitation of any rights and remedies otherwise available by law.
- 7.06 Failure to Pursue Remedy. No action or failure to act by a party shall constitute a waiver of any right or remedy afforded under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the parties.

7.07 Schedule of Agreement Deductions.

a. In General. The Contractor shall meet or exceed the performance standards established in this Agreement (see, without limitation, Article II of this Agreement). These Agreement Deductions are intended to be a device that can be used by the Authority to call performance deficiencies to the attention of the Contractor and to ensure that an adequate, industry standard performance standard is met. The Agreement Deductions are not liquidated damages; they are intended to induce adequate performance. The Agreement Deduction for each type of substandard performance is specified below. The parties acknowledge and agree that a pattern of Contract Deductions may constitute a material breach of the Agreement. Agreement Deductions will be applied and deducted from the monthly Agreement price. Agreement Deductions and the corresponding deduction amounts relating to substandard performance shall be as follows:

- i. Provision of Equipment to Perform Services Under the Agreement. Failure or neglect to provide the specified equipment to perform hauling or disposal services required to perform the work in accordance with this Agreement (see Article II) shall result in a charge of Two Hundred Fifty and no/100 (\$250.00) Dollars on the first occurrence. Failure to remedy the equipment delinquency within twenty-four (24) hours of notification of the Contractor by the Authority shall result in the imposition of a charge of Five Hundred and no/100 (\$500.00) to be assessed each day the Contractor fails to provide the required equipment. If the Authority provides equipment to perform services under this Agreement because the Contractor has not resolved an equipment deficiency in the specified time frame, the Authority shall deduct these costs as specified herein and provide documentation to the Contractor clarifying the costs incurred by the Authority.
- ii. Failure to provide transfer trailers. If the Contractor fails to have available, at the Transfer Station, during normal operating hours, sufficient empty trailers to start the work day or at least three (3) empty transfer trailers for a period of thirty (30) consecutive minutes, the Authority shall charge One Thousand and no/100 (\$1,000.00) Dollars for each thirty (30) minute period during which such condition continues. Provided, however, that such penalty may only be imposed on the third instance of the Contractor's violation of this provision during any consecutive twelve (12) month period during the term of this Agreement and for each violation thereafter regardless of the period between violations.
- iii. Section 2.05(d) of this Agreement requires loaded transfer trailers to be removed from the Transfer Station within twenty-four (24) hours of the completion of loading. If the Contractor fails to move a loaded trailer from the Transfer Station for a period in excess of seventy-two (72) hours of the completion of loading, the Authority may impose a penalty of up to One Thousand and no/100 (\$1,000.00) Dollars for each day following the seventy-two (72) hour period during which such condition continues.
- iv. Spillage of Solid Waste and Litter on Authority Property and During Transport. The Contractor is responsible for minimizing the quantity of solid waste and litter or spillage on Authority property that results from the performance of work and shall routinely clean the area around trailers and shall immediately clean up solid waste or litter that spills from Contractor operated equipment. Failure of the Contractor to clean up solid waste, litter or spillage on Authority property caused by the Contractor during the performance of work within twenty-four (24) hours shall result in a charge of One Hundred and no/100 (\$100.00) Dollars per incident.
- v. The Contractor shall immediately notify the Authority of incidents that result in spillage or litter from transfer trailers between the Authority Transfer station and the designated disposal facility. If the Contractor's acts or omissions cause spillage or litter during

transport, the Authority shall charge Five Hundred and no/100 (\$500.00) Dollars per incident.

- vi. Spillage of Leachate or other waste. Failure to immediately commence clean-up of spillage of leachate or other waste, shall result in a One Thousand and no/100 (\$1,000.00) Dollar charge, plus the cost for additional clean up response incurred by the Authority, per incident per location.
- vii. Damage to Authority Property or Equipment. For damage to Authority property or equipment during the performance of work as specified under this Agreement, the Contractor shall be charged Five Hundred and no/100 (\$500.00) Dollars for each occurrence. The Contractor is obligated to report the incident including a brief description of the incident and photograph(s) of the damage and provide this to the Authority immediately. The Contractor shall take corrective action to repair the damage and to inform the Authority of the method, schedule and cost to repair the damages. The Authority reserves the right to perform the repairs to an equivalent state of the property or equipment prior to the damage and to deduct the cost of repairs from its payments to Contractor.
- viii. Equipment Care. Failure to maintain equipment in a clean, safe, and sanitary condition shall result in a One Hundred and no/100 (\$100.00) Dollar charge per infraction.
- ix. Chronic Equipment Problems. Failure or neglect to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem with equipment/trucks within a twelve-month period) shall result in the imposition of a Two Hundred Fifty and no/100 (\$250.00) Dollar charge for each occurrence after the second.
- x. Operating Schedule Adherence. Failure to comply with the days or hours of operation, as required by this Agreement, shall result in the imposition of a One Hundred and no/100 (\$100.00) Dollar charge per incident.

b. Reporting. Failure to maintain and/or submit to the Authority all documents and reports required under the provisions of this Agreement shall result in the imposition of a one-hundred-fifty-dollar (\$150.00) per incident, per day charge.

7.08 Right to Cure. If any such default is curable and if the defaulting party has not been given notice of a similar breach within the preceding twelve (12) month period, it may be cured (and no event of default will have occurred) if the defaulting party, after receiving written notice from the other party demanding cure of such failure: (i) cures such failure within fifteen (15) days of the date of such notice; or (ii) if the cure requires more than fifteen (15) days, immediately initiates steps which the other party deems in its reasonable discretion to be sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

ARTICLE VIII MUNICIPAL WASTE MANAGEMENT PLAN

8.01 Plan Requirement. The Contractor and Authority understand and agree that, pursuant to the Waste Reduction Act, Centre County is required to officially adopt a municipal waste management plan (the "Plan") for Municipal Waste generated within Centre County. Pursuant to the Waste Reduction Act, the County has adopted an ordinance which requires all waste collectors to transport all Municipal Waste generated within the County to a designated disposal facility set forth in the Plan and permitted by the Department under the Solid Waste Management Act. The Contractor shall not, during the Term, directly or indirectly, seek to undermine or file legal process seeking to invalidate the Plan.

- 8.02 Revised Plan. The Authority agrees that it will exercise its best efforts to prepare and adopt a revised Plan designating the Landfill as the primary disposal facility and, as promptly as possible, submit it to the Department for approval pursuant to the Waste Reduction Act and applicable regulations thereunder and proceed with due diligence to satisfy all conditions and requirements of the Waste reduction Act to the filing of the Plan or revised Plan and its approval by the Department. The Authority also agrees that the Plan shall designate the Landfill as the exclusive and designated disposal facility to which all Municipal Waste from the Transfer Station must be delivered for disposal. The Authority further agrees that it shall enforce its Plan in good faith. Each of the parties hereto agree that it will use its best efforts to ensure that the intent of this Agreement is carried out in the event that a change in law affects the operation of the Plan.
- 8.03 Agreement Contingent on Adoption of Revised Plan. The effectiveness of this Agreement shall be contingent upon the adoption of and approval by the Department of the revised Plan.

ARTICLE IX INDEMNIFICATION

- 9.01 By the Authority. The Authority hereby agrees to indemnify, hold harmless and defend the Contractor and its respective directors, officers, employees and agents, against any and all loss, damage, suits, claims, liability and expenses (including without limitation reasonable litigation expenses and legal fees) arising out of any claim for loss of or damage to property, including property of the Authority, and personal injury to or death of persons, including the employees of the Contractor and the Authority, which results from any act or omission of the Authority or its employees, contractors or agents, arising out of or during the performance of this Agreement.
- 9.02 By the Contractor. The Contractor hereby agrees to indemnify, hold harmless and defend the Authority and its directors, members, officers, employees and agents against any and all loss, damage, suits, claims, liability and expenses (including without limitation reasonable litigation expense and legal fees) arising out of any claim for loss of or damage to property, including property of the Contractor, and personal injury to or death of persons, including the employees of the Contractor, and the Authority which results from any act or omission of the Contractor, its employees, contractors or agents, arising our of or during the performance of this Agreement.
- 9.03 Environmental Matters. The Contractor hereby agrees to indemnify, hold harmless and defend the Authority, and its directors, members, officers, employees and agents against any and all loss, damage, suits, liability, expense, fines, penalties and assessments (including litigation expenses and legal fees) arising out of any claim for injury or death of any person and loss or damage to any property caused by pollution, impairment or degradation of the environment caused by (i) the negligence or willful misconduct of the Contractor, its agents, employees and contractors in the operation of the Landfill or the transportation of Municipal Waste provided for hereunder; or (ii) the placement, deposit, disposal, burial or dumping of any Hazardous Waste, Infectious Waste or Residual Waste at the Landfill, or (iii) the spilling, injection, leakage, release or other discharge of any Hazardous Substance from the Landfill into the environment (including streams, rivers and waterways) or (iv) any violation of any Environmental Laws or any federal, state or local laws, ordinances or regulations governing the operation of the Landfill; provided, however, that the indemnity provided for in this Section 9.03 shall not apply to the extent that any such claim results from any Nonconforming Waste provided or made available by the Authority hereunder to the Contractor, or their respective employees or agents. The obligations of the Contractor under this paragraph shall survive any termination of this Agreement.

**ARTICLE X
FORCE MAJEURE**

A delay or failure of performance hereunder by a party shall not constitute an event of default or result in any liability under this Agreement to the extent caused by an Event of Force Majeure; provided, however, an Event of Force Majeure shall not excuse the Authority's obligation to pay any amounts due hereunder. Except for payment obligations, such delay or failure shall be excused at any time performance is adversely affected by an Event of Force Majeure and during such period thereafter as may be reasonably necessary for the party so affected, using its reasonable efforts, to correct the adverse effects of such Event of Force Majeure. An Event of Force Majeure shall not terminate or suspend the Authority's obligation to make any payments required pursuant to this Agreement for services rendered prior to a suspension for an Event of Force Majeure. If an Event of Force Majeure prevents the Contractor from performing under the terms of this Agreement, the Contractor shall use commercially reasonable efforts to identify and, as agent for, and without prior notice to, the Authority, arrange for the transportation and disposal of Municipal Waste to a location or facility that is authorized to accept such waste in accordance with all applicable law, and the Contractor may charge the Authority the Base Fee and Base Trucking Fee and, in addition, all out-of-pocket costs incurred by the Contractor arising from or related to the collection, handling, storage, transportation, processing and disposal of such Municipal Waste. If the Contractor is unable to transport and dispose of Municipal Waste due to an Event of Force Majeure and such inability continues for a period of fifteen (15) calendar days or more after written notice to the Contractor, the Authority shall have the option to terminate this Agreement upon written notice to the Contractor.

**ARTICLE XI
RESIDUAL WASTE**

The Authority has a permit from the Department to accept municipal-like Residual Waste at its Transfer Station. As long as any Residual Waste accepted by the Authority is not Non-conforming Waste, the Contractor shall transport and dispose of any such Residual Waste received at the Authority's Transfer Station for the same price and on the same terms and conditions as are provided for herein for Municipal Waste.

**ARTICLE XII
IMPLEMENTATION OF THE PLAN; REMEDIES**

The parties mutually acknowledge that the purpose of this Agreement is to ensure that the citizens of Centre County, Pennsylvania, have a safe, effective and cost efficient means of disposing of Municipal Waste generated within the Centre County's boundaries and to satisfy and comply with the requirements of the Municipal Waste Planning, Recycling and Waste Reduction Act (53 P.S. §4000.101 et. Seq.) To that end, the parties mutually acknowledge that pursuant to Section 4000.303 of such Act, Centre County has delegated its responsibilities for implementation of the Plan to the Authority, although Centre County is jointly and severally responsible for implementation of the Plan. Accordingly, the Contractor agrees that prior to pursuing any remedy against Centre County that it shall first seek to obtain payment, performance and judicial enforcement from the Authority.

**ARTICLE XIII
MISCELLANEOUS**

13.01 Authorization. The Authority represents and warrants that it is a body politic and corporate organized pursuant to the laws of the Commonwealth of Pennsylvania and, as such, has the power and authority to enter into this Agreement and to consummate the transactions contemplated thereby. The Authority has

be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

13.13 Contract Administrator. The Contractor and the Authority shall each designate a Contract Administrator who shall be responsible for the administration of this Agreement shall be the primary contact for the Authority under this Agreement. Until changed by the parties by proper written notice to the other party, the contractor administrators are.

Authority: Ted Onufrak, Executive Director
Contractor: _____

13.14 Parent Guaranty. Prior to the Effective Date, the Contractor shall provide a guaranty of the Contractor's performance hereunder from Contractor's parent corporation, _____, in a form acceptable to the Authority.

IN WITNESS WHEREOF, the Authority and the Contractor have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the day and year first above written.

ATTEST:

CENTRE COUNTY RECYCLING AND REFUSE AUTHORITY

By: _____

ATTEST:

CONTRACTOR

By: _____

EXHIBIT 2.06

AUTHORITY HOLIDAY SCHEDULE

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

EXHIBIT 3.01

BASE FEE PER TON FOR DISPOSAL

The Year 1 period commences January 1, 2023 and ends December 31, 2023. Subsequent annual periods will commence on January 1 and end on December 31 of each calendar year through the end of the Term.

Year 1: \$

Year 2: \$

Year 3: \$

Year 4: \$

Year 5: \$

Year 6: \$

Year 7: \$

Year 8: \$

Year 9: \$

Year 10: \$

Option term

Year 1: \$

Year 2: \$

Year 3: \$

Year 4: \$

Year 5: \$

EXHIBIT 4.01

BASE TRUCKING FEE PER MILE

The Year 1 period commences January 1, and ends December 31, 2023. Subsequent annual periods will commence on January 1 and end on December 31 of each calendar year through the end of the contract term. Transportation Prices shall be based on the following assumptions: for CNG powered vehicles the posted fuel price at the Authority's Clean Energy Fueling Station on _____ and four (4) miles per gallon fuel usage.

Year 1: \$

Year 2: \$

Year 3: \$

Year 4: \$

Year 5: \$

Year 6: \$

Year 7: \$

Year 8: \$

Year 9: \$

Year 10: \$

Option term base trucking fee per mile

Year 1: \$

Year 2: \$

Year 3: \$

Year 4: \$

Year 5: \$

Exhibit 5.01

MUNICIPAL WASTE COLLECTORS

(To be noted hereon by the parties on the Effective Date.)

APPENDIX 7



TECHNICAL MEMORANDUM

To: Mr. Ted Onufrak, Executive Director
From: MSW Consultants
Date: October 28, 2021 *Update to memo dated 10-21-21*
**Subject: Municipal Waste Disposal Capacity Proposals
Evaluation of Responses**

MSW Consultants evaluated three (3) responses to the Municipal Waste Disposal Capacity RFP issued July 2021, with responses due September 27, 2021. RFP respondents were:

1. **GFL (Greentree Landfill)**
2. **Waste Management (Laurel Highlands Landfill)**
3. **Clinton County Solid Waste Authority (Wayne Township Landfill)**

Evaluation Criterion: RFP responses were reviewed and evaluated based on the following elements of proposals and evaluation criteria.

1. **Response Completeness** – Information provided in entirety as requested in the RFP
2. **Compliance** – Landfill notices of violations (NOV's) per PADEP
3. **Experience** – History of MSW landfill and MSW transportation experience.
4. **Financial Information** – 2 years financial history
5. **Facility/Technology** – Landfill location and waste hauling equipment technology
6. **Pricing**
 - a. **Disposal** – The cost per ton for disposal only of municipal solid waste (MSW) delivered to the landfill from the CCRRA transfer station, assuming 100,000 tons per year of MSW over a 10-year contract period.
 - b. **Transportation** – The cost per mile for transporting 100,000 tons per year of MSW from the CCRRA transfer facility to the proposed disposal facility and including proposed fuel adjustments.
7. **Environmental Incentives & Sustainability** - Proposed environmental/sustainability incentives.

Evaluation Results: The results are presented in summary tables and the attached Exhibits listed below. The three (3) respondents are ranked (by MSW Consultants and not considered final) based on price, fuel emissions, and WARM Model emissions.

EXHIBITS

- Exhibit 1** – Technical Qualifications of Respondents
- Exhibit 2** – Year 1 Pricing Summary
- Exhibit 3** – Laurel Highlands Landfill Pricing & Emissions
- Exhibit 4** – Wayne Township Landfill Pricing & Emissions
- Exhibit 5** – Greentree Landfill Pricing & Emissions
- Exhibit 6** – 10-year, Per Ton Pricing Comparison

Technical Qualifications (Refer to Exhibit 1)

1. GFL (Greentree Landfill) and Waste Management (Laurel Highlands Landfill) provided RFP responses that met the RFP requirements.
2. Clinton Co. Solid Waste Authority (Wayne Township Landfill, WTL) did not provide all information requested and provided some information (like pricing) in formats different than specified in the RFP. The RFP response forms were not completed, two-year financial history was not provided, the pricing sheet in the RFP was not completed, but pricing was provided separately as a cost per ton for disposal and transportation. WTL only indicated the use of walking floor trailers, but the RFP specified that pricing for tippers was required. The CCRRA could interpret the Clinton County Solid Waste Authority (WTL) response to be non-responsive but could also enter negotiations to resolve outstanding items.

Pricing & Fuel Emissions (Refer to Exhibits #2, #3, #4, and #5)

1. Table 1 - Summarizes Year 1 pricing and 10-year pricing, ranking the lowest total price (#1) to the highest total price (#3). Year 1 pricing includes diesel fuel adjustments assuming current diesel price and proposed diesel fuel adjustments by Clinton County Solid Waste Authority (Wayne Township Landfill). CNG fuel adjustments are based on the RFP-stated CNG price and adjustments proposed by GFL (Greentree Landfill). WM (Laurel Highlands did not provide a fuel adjustment).

Table 1 – Disposal & Transportation Price Summary

Price Ranking by Landfill	Year 1 Disposal + Transportation Price	10-year Total Disposal + Transportation Price
#1 – Laurel Highlands	\$4,843,083	\$57,559,570
#2 – WTL	\$5,500,000	\$63,097,000
#3 – Greentree	\$5,799,592	\$65,631,239

Notes: Pricing based on 100,000 tons per year disposed and transported. Fuel adjustment held constant for a 10-year period based on the proposed Year 1 scenario.

2. Table 2 – Summarizes estimated fuel (only) emissions based on the transportation scenarios corresponding to each landfill based on their respective RFP response. WTL primarily uses/proposes diesel fuel, and Greentree Landfill and Laurel Highlands proposed CNG-fueled trucks. Exhibits #3, #4, #5 estimate the social/economic cost/metric ton of carbon.

Table 2 – Fuel Emissions (Carbon Footprint) Summary

Fuel Emissions Ranking by Landfill	10-Year Fuel Emissions
#1 – WTL (Lowest emissions)	6,058 Metric Tons
#2 – Laurel Highlands (Middle emissions)	11,859 Metric Tons
#3 – Greentree (Highest emissions)	12,841 Metric Tons

Sources: Refer to Exhibits #3, #4 and #5.

Green House Gas (GHG) WARM MODEL

MSW Consultants used EPA’s WARM MODEL (Version 15) to calculate GHG emissions for the three (3) disposal scenarios. The WARM Model is primarily designed to compare GHG impacts where the total amount of disposed waste changes, for example, by diverting one or more materials to recycling. The WARM MODEL is not designed to analyze (in detail) the impact of different transportation scenarios and does not allow inputs for diesel fuel versus CNG fuel.

1. As seen in Table 3, the WARM Model calculates a significantly lower carbon footprint when disposing waste in landfills that capture landfill gas for renewable energy versus flaring gas. WTL produces roughly three (3) times the emissions of the other landfills.

Table 3 – WARM MODEL Emissions Summary

WARM MODEL Emissions Ranking By Landfill	Annual MSW Disposed (tons)	One-way Distance to Landfill (miles)	Landfill Gas	Annual Total MTCO2E	Est. Social & Economic Cost ⁽²⁾
#1 - Laurel Highlands	100,000	78.5	Recovered/Energy	14,671	\$748,215
#2 - Greentree	100,000	85	Recovered/energy	14,778	\$753,658
#3 - WTL	100,000	35	Flared	45,989	\$2,345,455

Source: Inputs from RFP and respondents. GHG calculations using EPA’s Warm Model (Version 15, 2020).

(1) Based on \$51 per metric ton; Table ES-1: Social Cost of CO₂, 2020 - 2050, 3% average year 2020, Technical Support Doc: Social Cost of Carbon, Methane and Nitrous Oxide, Interagency Working Group on Social Cost of GHG, US Govt. (Feb.2021).

Observations

1. Waste Management (Laurel Highlands) proposed the lowest price.
2. Landfill gas capture for energy has far greater impact on carbon footprint compared to fuel emissions, even considering the large differences in miles travelled to each disposal facility.
3. The diesel fuel adjustment provided by the Clinton County Solid Waste Authority (WTL) present a much higher risk to CCRRA relating to potential cost of fuel increases charged to CCRRA when compared to the other proposers’ price structures.

EXHIBIT 1 - TECHNICAL QUALIFICATIONS OF RESPONDENTS
 CCRRA - Disposal Capacity RFP Evaluation, MSW Consultants (October 2021)

Primary Criterion	Information Requested	Clinton County (WTL)		GFL Greentree Landfill		Waste Management	
		Comments	Yes/No/ NP	Comments	Yes/No/ NP	Comments	Yes/No/ NP
Completeness of responses	<p><u>Response Forms</u> Form A - Exec. Summary Form B - Representations Form C (1) - Compliance History Cert. Form D (1) - Disp. Facility Information Form D (2) - Pricing Form Form E - Consent of Landowner</p>	Response forms not completed	No	All required forms appear to be in order.	Yes	All required forms appear to be in order.	Yes
	Signed/Notarized?	Response forms not completed	NP	As applicable	Yes	As applicable	Yes
	Bid Bond of \$150,000 Submitted	Intermun. relationship voids bonding requirement	No	The Hanover Insurance Company	Yes	Evergreen National Indemnity Company	Yes
	Narrative Response (Section 3.4)	Did not follow format but most info provided.		Completed narrative	Yes	Completed narrative	Yes
Compliance	Any current compliance problems?	0 Violations 2012 - 2021. Did not complete compliance certification.	No	Completed compliance certification	No	1 NOV in 2018 and 1 NOV in 2019. Corrective actions, no penalties.	No
	Able to obtain PA DEP permits or equivalent permit from other jurisdiction?	Active permit	Yes	Active permit	Yes	Active permit	Yes
Experience	Past performance (Section 3.4.3) - One successful project and contact)	None specified	No	Currently serve CCRRA and listed City of Wilmington, DE (biosolids)	Yes	Baltimore Co., MD and City of Erie PA.	Yes
	Describe proposed working relationship with CCRRA	Aspects of the response do not demonstrate willingness to work with CCRRA. Specified walking floor trailers when CCRRA specified tipplers. In the pre-bid it was clarified any respondent proposing walking floors should still propose tipplers. Appears diesel as primary fuel when CNG fuel requested.	?	Currently serve CCRRA transportation and disposal	Yes	Explained core services to CCRRA. Noted backup landfills accept tipplers.	Yes
Financial Information	2 yrs. History	NP	NP	Included 2020 Annual report. Owned & operated by GFL Environmental (NYSE: GFL). As of 8/31/2021 - market capitalization of \$12.64 billion.	Yes	Certified audit	Yes
	Ability to Secure Performance Bond of \$3 million	NP	NP	The Hanover Insurance company	Yes	Evergreen National Indemnity Company	Yes
	Other Financial Incentives	Per CCSWA: Owned walking floor trailers avoids \$2.3M or \$3.28 per ton cost. Not providing a bond reduces cost by \$.50 per ton.	Yes	Free Leachate disposal, 100 tons of free disposal annually for County-sponsored cleanups, sponsor Clearfield Co. recycling drop-offs, and consider Authorities ideas to support Integrated Waste & Recycling goals.	Yes	No financial incentives	No
Proposed Facility/Technology	Specific Technology	Walking floor trailers. Mix of Diesel and CNG vehicles	?	CNG Tractors, state-of-the-art tracking software, GPS-enabled heavy equipment. 280 gas wells processing @ 3200 scfm of landfill gas into methane.	Yes	CNG trucks, landfill gas is processed.	Yes
	Site Location/Access	15 Landfill Ln., McElhattan: 35 miles	Yes	635 Toby Rd., Kersey, PA 15846. @ 85 miles from CCSWA's transfer station	Yes	260 Laurel Ridge Rd., Johnstown PA, 15901 Listed 2 backup facilities with tipplers	Yes
	Permit Number	#100955	Yes	#101397	Yes	#101534	Yes
	Capacity	Remaining: over 13M tons, or over 40 years	Yes	6,000 tons per day 23,906,372.67 tons remaining as of December 31, 2020	Yes	624,000 tpy or 108 years remaining.	Yes
	Landfill Alternatives	None specified	No	None specified	No	None specified	No
Environmental Incentives/Sustainability	Sustainability/Environmental Incentives	Referred to the proximity and the reduction in GHG related to transportation. Flares landfill gas.	No	Waste part of LF's bio-reactor/ pipelined methane to gas powered powerplants. Partner with Archaea Energy to potentially provide methane from LF gas to fueling station include access to gas fueling station.	Yes	Pipeline renewable natural gas. 168.23 MSCF Per day, 27.02 MM BTU per hour	Yes

NP - Not provided

EXHIBIT 2 - YEAR 1 PRICING SUMMARY

CCRRA - Disposal Capacity RFP Evaluation, MSW Consultants (October 2021)

Pricing	Elements of Proposed Price	Clinton County (Wayne Township Landfill)	GFL (Greentree Landfill)	Waste Management (Laurel Highlands Landfill)
Unit Pricing	Year 1 - Landfill Disposal (cost per ton)	\$40.00	\$32.50	\$24.95
	Year 1 - transportation (cost per mile) ⁽¹⁾	\$4.71	\$3.60	\$3.59
	Year 1 -Transportation (cost per ton) ⁽²⁾	\$15.00	\$25.495	\$23.484
Year 1 Disposal & Transportation Cost	Year 1 Disposal (cost per ton)	\$4,000,000.00	\$3,250,000.00	\$2,495,000.00
	Year 1 - Transportation (cost per ton)	\$1,500,000.00	\$2,549,592.00	\$2,348,083.00
	Year 1 - Est. Fuel Adjustment	\$40,000.00	\$21,246.60	\$0.00
	DISPOSAL & TRANS.COST GRAND TOTAL (without fuel adj.)	\$5,500,000.00	\$5,799,592.00	\$4,843,083.00
Fuel Adjustment	Fuel Adjustment/Surcharge	Range of \$.40 per ton (\$3.52 - \$3.75) to \$3.20 per ton (\$5.26 - \$5.50)	Range of \$0.058 per mile (\$2.25 - 2.349 per gal.) to \$0.116 per mile (\$2.85-2.949 per gal.)	None provided
	Annual Est. Fuel Adjustment/Surcharge Range of Cost ⁽³⁾	\$0 to \$320,000	\$-102,692 (credit) to \$102,692	None provided
Distances & trips to Landfill	Round Trip Distance to LF (Miles)	70	170	157
	Annual Est. Total Round Trip Miles	318,150	708,220	654,062
	Annual Number of Trips to Landfill	4,545	4,166	4,166

(1) Clinton County (WTL) only provided transportation cost as a cost per ton. MSW Consultants calculated transportation cost per mile assuming 100,000 tons/22 tons per load (walking floor trailers) = 4,545 round trips per year. For GFL and WM tippers assumes 24 tons per load or 4,166 round trips per year.

(2) GFL and WM provided transportation costs as 'cost per mile' as requested, which were multiplied by trip miles to calculate transportation costs. GFL and WM transportation cost per ton were estimated using transportation cost and 100,000 tons.

(3) WTL applies no surcharge until diesel exceeds \$3.50 per gallon. GFL fuel adjustments appears to credit CCRRA when CNG fuel falls below \$2.45 per gallon and to add a per mile fuel surcharge when CNG fuel prices exceed \$2.55 per gallon.

EXHIBIT 3 - 10-YEAR LAUREL HIGHLANDS PRICING & EMISSIONS

CCRRA - Disposal Capacity RFP Evaluation, MSW Consultants (October 2021)

Facility	Laurel Highlands Landfill
Fuel	CNG
RT Miles	157
Trips	4,166
Trans. Fee (per mile)	\$3.59
Tons/Trip (tipper)	24.0

Transportation Cost Impact of Fuel Price Adjustment

*No fuel adjustment provided

Evaluating Ranking Compared to Respondents

Ranking By Total Estimated 10-Year Price

#1 - Lowest price

Ranking By 10-Year Fuel Emissions

#2 - Middle fuel Emissions

Ranking by WARM Model Emissions

#1 - Lowest disposal Emissions

Laurel Highlands Landfill		Year 01 (2023)	Year 02 (2024)	Year 03 (2025)	Year 04 (2026)	Year 05 (2027)	Year 06 (2028)	Year 07 (2029)	Year 08 (2030)	Year 09 (2031)	Year 10 (2032)	10-yr Totals
Disposal	Tons	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
	Disposal cost per ton	\$24.95	\$26.07	\$27.25	\$28.47	\$29.75	\$31.09	\$32.49	\$33.95	\$35.48	\$37.08	
	Disposal Cost	\$2,495,000	\$2,607,000	\$2,725,000	\$2,847,000	\$2,975,000	\$3,109,000	\$3,249,000	\$3,395,000	\$3,548,000	\$3,708,000	
Transportation	Total Miles	654,062	654,062	654,062	654,062	654,062	654,062	654,062	654,062	654,062	654,062	
	Base fee per mile	\$3.59	\$3.70	\$3.81	\$3.92	\$4.04	\$4.16	\$4.28	\$4.41	\$4.54	\$4.68	
	Transportation cost per ton	\$23.48	\$24.20	\$24.92	\$25.64	\$26.42	\$27.21	\$27.99	\$28.84	\$29.69	\$30.61	
	CNG Cost of Fuel ⁽¹⁾	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	\$2.63	
	Surcharge ⁽²⁾	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Adjusted Charge per mile	\$3.59	\$3.70	\$3.81	\$3.92	\$4.04	\$4.16	\$4.28	\$4.41	\$4.54	\$4.68	
	Transportation Cost	\$2,348,083	\$2,420,029	\$2,491,976	\$2,563,923	\$2,642,410	\$2,720,898	\$2,799,385	\$2,884,413	\$2,969,441	\$3,061,010	
Disposal + Trans. Grand Total		\$4,843,083	\$5,027,029	\$5,216,976	\$5,410,923	\$5,617,410	\$5,829,898	\$6,048,385	\$6,279,413	\$6,517,441	\$6,769,010	\$57,559,570
Total Disposal + Trans. Cost Per Ton		\$48.43	\$50.27	\$52.17	\$54.11	\$56.17	\$58.30	\$60.48	\$62.79	\$65.17	\$67.69	
Fuel Emissions	GGE	174,417	174,417	174,417	174,417	174,417	174,417	174,417	174,417	174,417	174,417	
	CNG (scf)	21,552,651	21,552,651	21,552,651	21,552,651	21,552,651	21,552,651	21,552,651	21,552,651	21,552,651	21,552,651	
	CNG (Mcf)	21,553	21,553	21,553	21,553	21,553	21,553	21,553	21,553	21,553	21,553	
	Carbon Emissions (Metric Tons)	1,186	1,186	1,186	1,186	1,186	1,186	1,186	1,186	1,186	1,186	11,859
	Carbon Emissions per trip (Metric tons)	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	
	Est. Social & Economic Cost of Carbon ⁽³⁾	\$60,483	\$60,483	\$60,483	\$60,483	\$60,483	\$60,483	\$60,483	\$60,483	\$60,483	\$60,483	\$604,829

(1) The RFP specified a CNG fuel price of \$3.00 (current price) per gas gallon equivalent, which converts to \$2.63 using 1 scf CNG = 0.877 gallons of gasoline.

(2) Waste Management did not include a CNG fuel surcharge in its RFP response.

(3) Based on \$51 per metric ton: Table ES-1: Social Cost of CO2, 2020 - 2050, 3% average year 2020, Technical Support Doc: Social Cost of Carbon, Methane and Nitrous Oxide, Interagency Working Group on Social Cost of GHG, US Govt. (Feb. 2021).

EXHIBIT 4 - 10-YEAR WAYNE TOWNSHIP LANDFILL PRICING & EMISSIONS

CCRRA - Disposal Capacity RFP Evaluation, MSW Consultants (October 2021)

Facility	Wayne Township Landfill
Fuel (Primary)	Diesel
RT Miles	70
Trips	4,545
Trans. Fee (per ton)	\$15.00
Tons/Trip (walking fl.)	22.0

Transportation Cost Impact of Fuel Price Adjustment

Min	Max	Adjustment per ton	base
\$0.01	\$3.50	\$0.00	
\$3.51	\$3.75	\$0.40	
\$3.76	\$4.00	\$0.80	
\$4.01	\$4.25	\$1.20	
\$4.26	\$4.50	\$1.60	
\$4.51	\$4.75	\$2.00	
\$4.76	\$5.00	\$2.40	
\$5.01	\$5.25	\$2.80	
\$5.26	\$5.50	\$3.20	

Evaluation Ranking of Respondents

- Ranking By Total Estimated 10-Year Price**
- #2 - Middle price
- Ranking By Fuel Emissions**
- #1 - Lowest fuel Emissions
- Ranking by WARM Model Emissions**
- #3 - Highest disposal Emissions

Wayne Township Landfill		Year 01 (2023)	Year 02 (2024)	Year 03 (2025)	Year 04 (2026)	Year 05 (2027)	Year 06 (2028)	Year 07 (2029)	Year 08 (2030)	Year 09 (2031)	Year 10 (2032)	10-yr Totals
Disposal	Tons	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
	Disposal cost per ton	\$40.00	\$41.20	\$42.44	\$43.72	\$45.04	\$46.40	\$47.80	\$49.24	\$50.72	\$52.25	
	Disposal Cost	\$4,000,000	\$4,120,000	\$4,244,000	\$4,372,000	\$4,504,000	\$4,640,000	\$4,780,000	\$4,924,000	\$5,072,000	\$5,225,000	\$45,881,000
Transportation	Tons	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
	Transportation cost per ton	\$15.00	\$15.45	\$15.92	\$16.40	\$16.90	\$17.41	\$17.94	\$18.48	\$19.04	\$19.62	
	Diesel Fuel Cost ⁽¹⁾	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	\$3.45	
	Surcharge ⁽²⁾	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Adjusted Charge per Ton	\$15.00	\$15.45	\$15.92	\$16.40	\$16.90	\$17.41	\$17.94	\$18.48	\$19.04	\$19.62	
Transportation Cost	\$1,500,000	\$1,545,000	\$1,592,000	\$1,640,000	\$1,690,000	\$1,741,000	\$1,794,000	\$1,848,000	\$1,904,000	\$1,962,000		
Disposal + Trans. Grand Total		\$5,500,000	\$5,665,000	\$5,836,000	\$6,012,000	\$6,194,000	\$6,381,000	\$6,574,000	\$6,772,000	\$6,976,000	\$7,187,000	\$63,097,000
Total Disposal + Trans. Cost Per Ton		\$55.00	\$56.65	\$58.36	\$60.12	\$61.94	\$63.81	\$65.74	\$67.72	\$69.76	\$71.87	
Fuel Emissions	Miles Traveled	318,150	318,150	318,150	318,150	318,150	318,150	318,150	318,150	318,150	318,150	
	Diesel Used (gal)	59,467	59,467	59,467	59,467	59,467	59,467	59,467	59,467	59,467	59,467	
	Carbon Emissions (lbs)	1,335,635	1,335,635	1,335,635	1,335,635	1,335,635	1,335,635	1,335,635	1,335,635	1,335,635	1,335,635	
	Carbon Emissions (Metric tons)	606	606	606	606	606	606	606	606	606	606	6,058
	Carbon Emissions per trip (Metric tons)	0.133	0.133	0.133	0.133	0.133	0.133	0.133	0.133	0.133	0.133	
Est. Social & Economic Cost of Carbon ⁽³⁾	\$30,898	\$30,898	\$30,898	\$30,898	\$30,898	\$30,898	\$30,898	\$30,898	\$30,898	\$30,898	\$30,898	\$308,975

Note: WTL did not provide a cost per mile as requested in the RFP so it is not shown in this exhibit.

(1) Current (October 2021) average diesel price from Diesel prices from <https://gasprices.aaa.com/>

(2) Calculated using the current (October 21) average diesel price from <https://gasprices.aaa.com/> and the per ton fuel adjustment provided by Clinton County Solid Waste Authority in the RFP response. The \$.40 per ton surcharge presents the current cost impact applied to each contract year, but in reality the surcharge will change continuously with fluctuations in diesel prices.

(3) Based on \$51 per metric ton: Table ES-1: Social Cost of CO2, 2020 - 2050, 3% average year 2020, Technical Support Doc: Social Cost of Carbon, Methane and Nitrous Oxide, Interagency Working Group on Social Cost of GHG, US Govt. (Feb.2021).

EXHIBIT 5 - 10-YEAR GREENTREE LANDFILL PRICING & EMISSIONS

CCRRRA - Disposal Capacity RFP Evaluation, MSW Consultants (October 2021)

Facility	Greentree Landfill
Fuel	CNG
RT Miles	170
Trips	4,166
Trans. Fee (per mile)	\$3.60
Tons/Trip (tipper)	24.0

Transportation Cost Impact of Fuel Price Adjustment

Min	Max	Adjustment per mile
\$1.95	\$2.049	-0.145
\$2.05	\$2.149	-0.116
\$2.15	\$2.249	-0.087
\$2.25	\$2.349	-0.058
\$2.35	\$2.449	-0.029
\$2.45	\$2.549	0 Base
\$2.55	\$2.649	0.029
\$2.65	\$2.749	0.058
\$2.75	\$2.849	0.087
\$2.85	\$2.949	0.116
\$2.95	\$3.049	0.145

Evaluation Ranking of Respondents

Ranking By Total Estimated 10-Year Price
#3 - Highest price
Ranking By Fuel Emissions
#3 - Highest fuel Emissions
Ranking by WARM Model Emissions
#2 - Middle disposal Emissions

Greentree Landfill		Year 01 (2023)	Year 02 (2024)	Year 03 (2025)	Year 04 (2026)	Year 05 (2027)	Year 06 (2028)	Year 07 (2029)	Year 08 (2030)	Year 09 (2031)	Year 10 (2032)	10-yr Totals
Disposal	Tons	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
	Disposal cost per ton	\$32.50	\$33.31	\$34.14	\$34.99	\$35.86	\$36.76	\$37.68	\$38.62	\$39.59	\$40.58	
	Disposal Cost	\$3,250,000	\$3,331,000	\$3,414,000	\$3,499,000	\$3,586,000	\$3,676,000	\$3,768,000	\$3,862,000	\$3,959,000	\$4,058,000	\$36,403,000
Transportation	Total Miles	708,220	708,220	708,220	708,220	708,220	708,220	708,220	708,220	708,220	708,220	
	Base charge per mile	\$3.60	\$3.71	\$3.82	\$3.93	\$4.05	\$4.17	\$4.30	\$4.43	\$4.56	\$4.70	
	Transportation cost per ton	\$25.50	\$26.27	\$27.05	\$27.83	\$28.68	\$29.53	\$30.45	\$31.37	\$32.29	\$33.29	
	CNG Cost of Fuel ⁽¹⁾	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	
	Surcharge ⁽²⁾	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Adjusted Charge per mile	\$3.60	\$3.71	\$3.82	\$3.93	\$4.05	\$4.17	\$4.30	\$4.43	\$4.56	\$4.70	
Transportation Cost	\$2,549,592	\$2,627,496	\$2,705,400	\$2,783,305	\$2,868,291	\$2,953,277	\$3,045,346	\$3,137,415	\$3,229,483	\$3,328,634	\$29,228,239	
Disposal + Trans. Grand Total		\$5,799,592	\$5,958,496	\$6,119,400	\$6,282,305	\$6,454,291	\$6,629,277	\$6,813,346	\$6,999,415	\$7,188,483	\$7,386,634	\$65,631,239
Total Disposal + Trans. Cost Per Ton		\$58.00	\$59.58	\$61.19	\$62.82	\$64.54	\$66.29	\$68.13	\$69.99	\$71.88	\$73.87	
Fuel Emissions	GGE	188,859	188,859	188,859	188,859	188,859	188,859	188,859	188,859	188,859	188,859	
	CNG (scf)	23,337,265	23,337,265	23,337,265	23,337,265	23,337,265	23,337,265	23,337,265	23,337,265	23,337,265	23,337,265	
	CNG (Mcf)	23,337	23,337	23,337	23,337	23,337	23,337	23,337	23,337	23,337	23,337	
	Carbon Emissions (Metric Tons)	1,284	1,284	1,284	1,284	1,284	1,284	1,284	1,284	1,284	1,284	12,841
	Carbon Emissions per trip (Metric tons)	0.31	0.31	0.31	0.31	0.31	0.31	0.31	0.31	0.31	0.31	
Est. Social & Economic Cost of Carbon ⁽³⁾	\$65,491	\$65,491	\$65,491	\$65,491	\$65,491	\$65,491	\$65,491	\$65,491	\$65,491	\$65,491	\$65,491	\$654,911

(1) The RFP specified a CNG fuel price of \$3.00 (current price) per gas gallon equivalent, which converts to \$2.63 using 1 scf CNG = 0.877 gallons of gasoline.

(2) Calculated using the GGE of the CNG fuel price (\$2.63) and the per mile CNG fuel adjustment provided by GFL. The \$.03 per mile adjustment presents the current cost impact applied to each contract year, but in the surcharge will change continuously with CNG price fluctuations.

(3) Based on \$51 per metric ton: Table ES-1: Social Cost of CO2, 2020 - 2050, 3% average year 2020, Technical Support Doc: Social Cost of Carbon, Methane and Nitrous Oxide, Interagency Working Group on Social Cost of GHG, US Govt. (Feb.2021).

EXHIBIT 6 - 10-year, Per Ton Cost Comparison

CCRRA - Disposal Capacity RFP Evaluation, MSW Consultants (October 2021)

Disposal Facility	Year 1 (2023)	Year 2 (2024)	Year 3 (2025)	Year 4 (2026)	Year 5 (2027)	Year 6 (2028)	Year 7 (2029)	Year 8 (2030)	Year 9 (2031)	Year 10 (2032)
	Total	Total	Total	Total	Total	Total	Total	Total	Total Cost	Total
	Cost Per Ton	Cost Per Ton	Cost Per Ton	Cost Per Ton	Cost Per Ton	Cost Per Ton	Cost Per Ton	Cost Per Ton	Per Ton	Cost Per Ton
Laurel Highlands Landfill	\$ 48.43	\$ 50.27	\$ 52.17	\$ 54.11	\$ 56.17	\$ 58.30	\$ 60.48	\$ 62.79	\$ 65.17	\$ 67.69
Wayne Township Landfill	\$ 55.00	\$ 56.65	\$ 58.36	\$ 60.12	\$ 61.94	\$ 63.81	\$ 65.74	\$ 67.72	\$ 69.76	\$ 71.87
Greentree Landfill	\$ 58.00	\$ 59.58	\$ 61.19	\$ 62.82	\$ 64.54	\$ 66.29	\$ 68.13	\$ 69.99	\$ 71.88	\$ 73.87

Notes: Total cost per ton includes transportation and disposal costs . Fuel adjustments are not included in the costs shown.

Laurel Highlands and Greentree provided transportation cost as 'cost per mile' as requested in RFP. Cost per ton was estimated by dividing total transportation costs by 100,000 tons.

APPENDIX 8

CCRRA MSW Disposal Capacity (10-years, beginning Jan '23)



**EVALUATION OF RFP
RESPONSES
PRESENTATION: 12-07-2021**



Evaluation Criteria/Approach “Technical Qualifications”

2

- Completeness (of submittal)
- Compliance
- Experience
- Financial History
- Facility/Technology (e.g., truck type, CNG, etc.)
- Environmental Incentives/Sustainability

- Pricing (disposal & hauling)

Technical Qualifications Evaluation

3

Respondent	Met all Technical Requirements
GFL (Greentree Landfill)	Yes
Waste Management (Laurel Highlands Landfill)	Yes
Clinton Co. Solid Waste Authority (Wayne Township Landfill)	No*

* Forms incomplete, diesel fueled tractors, walking floor trailers, blank price sheets.

Pricing – Disposal & Transportation Total Costs

4

Price Ranking	Year 1 Total Disp. + Trans.	10-year Total Disp. + Trans.
#1 – Laurel Highlands	\$4,843,083	\$57,559,570
#2 – WTL	\$5,500,000	\$63,097,000
#3 - Greentree	\$5,799,592	\$65,631,239

Pricing – 10-year, Per Ton Cost

5

Disposal Facility	(2023) Total Cost/Ton	(2024) Total Cost/Ton	(2025) Total Cost/Ton	(2026) Total Cost/Ton	(2027) Total Cost/Ton	(2028) Total Cost/Ton	(2029) Total Cost/Ton	(2030) Total Cost/Ton	(2031) Total Cost/Ton	(2032) Total Cost/Ton
Laurel Highlands	\$ 48.43	\$ 50.27	\$ 52.17	\$ 54.11	\$ 56.17	\$ 58.30	\$ 60.48	\$ 62.79	\$ 65.17	\$ 67.69
WTL	\$ 55.00	\$ 56.65	\$ 58.36	\$ 60.12	\$ 61.94	\$ 63.81	\$ 65.74	\$ 67.72	\$ 69.76	\$ 71.87
Greentree	\$ 58.00	\$ 59.58	\$ 61.19	\$ 62.82	\$ 64.54	\$ 66.29	\$ 68.13	\$ 69.99	\$ 71.88	\$ 73.87

Greenhouse Gas Comparison

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Fuel Emissions Rank	Round Trip (Miles)	Per Trip Fuel Emissions (MTCO ₂ E)	10-year Fuel Emissions (MTCO ₂ E)
#1 – WTL (Low)	70	0.13	6,058
#2 – Laurel Highlands (Mid)	157	0.28	11,859
#3 – Greentree (High)	170	0.31	12,841

Source: epa.gov/energy/greenhouse-gas-equivalencies.

Greenhouse Gas Comparison

(EPA Warm Model)

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EPA Warm Model Rank	Annual Disposed (tons)	One-way Distance (miles)	Landfill Gas	Annual Total MTCO ₂ E	Social/Economic Cost(1)
#1 – Laurel Highlands	100,000	78.5	Recovered/energy	14,671	\$748,215
#2 – Greentree	100,000	85	Recovered/energy	14,778	\$753,658
#3 WTL	100,000	35	Flared	45,989	\$2,345,455

(1) Assumes \$51 per metric ton per Table ES-1: Social Cost of CO₂, 2020 – 2050, 3% average for year 2020. Technical Support Document: Social Cost of Carbon Methane & NO, Interagency Working Group on Social Cost of GHG, US Govt. (February 2021).

Conclusions

8

- WTL withdrew proposal
- Laurel Highlands
 - Lowest responsible price
 - Compatible equipment
 - Comparable carbon footprint to Greentree
 - Fuel surcharge
 - Illegal dumping disposal

End of Presentation

9

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APPENDIX 9

SOLID WASTE DISPOSAL AGREEMENT

By and Between

CENTRE COUNTY RECYCLING AND REFUSE AUTHORITY

And

WASTE MANAGEMENT OF PENNSYLVANIA, INC.

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SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT (the "Agreement"), entered into this 26th day of January, 2021, by and between the Centre County Recycling and Refuse Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (the "Authority"), and Waste Management of Pennsylvania, Inc. (the "Contractor"), a Pennsylvania corporation, with offices at 625 Cherrington Parkway, Moon Township, PA 15101.

BACKGROUND

- A. By its Request for Proposals for Municipal Waste Disposal Capacity of July 2021, and amendments thereto, the Authority solicited proposals for waste disposal and transportation services, for Centre County's Municipal Waste (the "RFP").
- B. The Contractor has submitted a proposal to the Authority in response to the RFP (the "Proposal").
- C. The Authority has accepted the Proposal and the Authority and the Contractor desire to set forth the terms and conditions under which the Contractor shall provide Municipal Waste disposal, and, if applicable approvals are obtained, Residual Waste disposal and transportation services to the Authority.

NOW THEREFORE, in consideration of the background recitals and the mutual covenants set forth in this Agreement, and intending to be legally bound, the parties agree as follows:

ARTICLE I DEFINITIONS

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

- 1.01 "Base Fee." Shall mean the dollar amount per ton set forth in the Contractor's Proposal to the RFP for which the Contractor agrees to dispose of Municipal Waste pursuant to this Agreement as set forth on Exhibit 3.01 hereto.
- 1.02 "Base Trucking Fee." Shall mean the applicable amount per mile set forth on Exhibit 4.01 attached hereto.
- 1.03 "Department." The Department of Environmental Protection of the Commonwealth of Pennsylvania and its authorized representatives.
- 1.04 "Environmental Laws." Environmental Laws shall mean all federal, state or local laws, ordinances, rules, regulations or written policies now or hereafter existing which govern or otherwise relate to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of any Municipal Waste, Hazardous Substance or Hazardous Waste.
- 1.05 "Event of Force Majeure." An Event of Force Majeure shall mean an Act of God, riot, insurrection, war, natural disaster, strike, labor dispute, epidemic, extraordinary weather condition, legal action enjoining or threatening the carrying out of the activities hereunder, the adoption or change after the date hereof (including a change in interpretation) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date hereof applicable to the Landfill or a party adversely affecting such party's

obligations hereunder or under any assignments, permits, licenses or approvals in effect as of the date hereof, the imposition of any material conditions on the issuance or renewal of any assignment, permit, license or approval for the Landfill after the date hereof which establishes requirements adversely affecting the operation or use of the Landfill; or any other cause beyond the reasonable control of a party and which such party is unable to avoid by the exercise of reasonable diligence.

- 1.06 “Hazardous Substance.” Hazardous Substance shall mean any flammable substances, explosives, radioactive materials, hazardous materials, toxic substances, pollutants, pollution or any substances with chemical and physical properties substantially similar to the above specified in any of the Environmental Laws (including any hazardous substances defined in the Comprehensive Environmental Responses, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (“CERCLA”)) and asbestos and polychlorinated biphenyls.
- 1.07 “Hazardous Waste.” Hazardous Waste shall mean all waste defined or characterized as “Hazardous Waste” by statute, regulation of the Department or governmental entity with jurisdiction over the Landfill and any garbage, refuse, sludge from an industrial or other waste water treatment plant, sludge from a water supply treatment plant, or air pollution control facility and other discarded material including solid, liquid, semi-solid or contained gaseous material resulting from municipal, commercial, industrial, institutional, mining, or agricultural operations, and from community activities; or any combination of the above, which because of its quantity, concentration, or physical, chemical, or infectious characteristic may do one or both of the following:
- a. Cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or
 - b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, dispose of or otherwise managed.

The term does not include coal refuse as defined in the Coal Refuse Disposal Contract Act (52 P.S. §§30.51-30.101). The term does not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance with a valid permit issued under The Clean Streams Law (35 P.S. §§691.1-691.1001). The term does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act (33 U.S.C.A. §1341) or source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 (42 U.S.C.A. §§2011-2284).

- 1.08 “Infectious Waste.” All waste defined or characterized as “Infectious Waste” by statute, regulation of the Department or governmental entity with jurisdiction over the Landfill including, without limitation, any:
- a. Municipal and Residual Waste which is generated in the diagnosis, treatment, immunization or autopsy of human beings or animals, in research pertaining thereto, in the preparation of human or animal remains for interment or cremation, or in the production or testing of biologicals, and which falls under one or more of the following categories:
 - i. Culture and stocks. Cultures and stocks of infectious agents and associated biologicals, including the following: cultures from medical and pathological laboratories; cultures and stocks of infectious agents from research and industrial laboratories; wastes from the production of biological; discarded live and attenuated vaccines except for residue in emptied containers; and culture dishes, assemblies and devices used to conduct diagnostic tests or to transfer, inoculate and mix cultures.
 - ii. Pathological wastes. Human pathological wastes, including tissues, organs and body parts and body fluids that are removed during surgery, autopsy, other medical procedures or laboratory procedures. The term does not include hair, nails or extracted teeth
 - iii. Human blood and body fluid waste.
 - A. Liquid waste human blood.

- B. Blood products.
 - C. Items saturated or dripping with human blood.
 - D. Items that were saturated or dripping with human blood that are now caked with dried human blood, including serum, plasma and other blood components, which were used or intended for use in patient care, specimen testing or the development of pharmaceutical.
 - E. Intravenous bags that have been used for blood transfusions.
 - F. Items, including dialysate, that have been in contact with the blood of patients undergoing hemodialysis at hospitals or independent treatment centers.
 - G. Items contaminated by body fluids from persons during surgery, autopsy, other medical procedures or laboratory procedures.
 - H. Specimens of blood products or body fluids, and their containers.
- iv. Animal Wastes. Contaminated animal carcasses, body parts, blood, blood products, secretions, excretions and bedding of animals that were known to have been exposed to zoonotic infectious agents or nonzoonotic human pathogens during research (including research in veterinary schools and hospitals), production of biologicals or testing of pharmaceuticals.
- v. Isolation wastes.
- A. Humans who are isolated to protect others from highly virulent diseases.
 - B. Isolated animals known or suspected to be infected with highly virulent diseases.
- vi. Used sharps. Sharps that have been used in contact with infectious agents or that have been used in animal or human patient care or treatment, at medical, research or industrial laboratories, including hypodermic needles, syringes (with or without the attached needle), Pasteur pipettes, scalpel blades, blood vials, needles with attached tubing, culture dishes, suture needles, slides, cover clips and other broken or unbroken glass or plastic ware.
- b. Mixtures.
- i. The term also includes materials identified under subparagraph (a) that are mixed with municipal and residual waste, including disposable containers.
 - ii. The term also includes mixtures of materials identified in subparagraph (a) with quantities of radioactive waste not subject to regulation.
- c. Exceptions.
- i. Wastes generated in individual residences.
 - ii. Soiled diapers which do not contain materials identified in subparagraph (a).
- 1.09 The "Landfill." The Contractor's Laurel Highlands landfill located at 260 Laurel Ridge Road, Johnstown, PA 15909 or any substitute landfill properly designated by the parties hereto in writing, for the disposal of Municipal Waste.
- 1.10 "Leachate." Liquid runoff from the Transfer Station which is collected in the Leachate collection system located at the Transfer Station.
- 1.11 "Municipal Waste." Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities and sludge not meeting the definition of Residual Waste or Hazardous Waste from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. The

term shall not include source-separated Recyclable Materials, Infectious Waste, Residual Waste, Hazardous Waste, Hazardous Substances, Non-Conforming Waste or any other waste not approved for disposal into the Landfill pursuant to the Landfill's operating permit issued by the Department.

- 1.12 "Municipal Waste Planning, Recycling and Waste Reduction Act" or "Waste Reduction Act." Act No. 101 of 1988. 53 P.S. §4000.101 et seq.
- 1.13 "Non-Conforming Waste." Any waste not meeting the definition of Municipal Waste, including, without limitation, any Hazardous Waste, Infectious Waste or Hazardous Substance.
- 1.14 "Operations Plan." The plan for operation of the Authority's Transfer Station as adopted by the Authority from time to time.
- 1.15 The "Proposal." The Contractor's response to the RFP.
- 1.16 "Recycling and Recyclables" 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 municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy. "Recyclables" and "Recyclable Materials" are the items collected and separated in the process of Recycling and include all the items defined as Recyclables under the Authority's Rules and Regulations as in effect from time to time during the Term, including, without limitation, scrap metal and white goods.
- 1.17 "Residual Waste." Any garbage, refuse, other discarded material or other waste, including solid, liquid semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, waste water treatment facility or air pollution control facility, provided that it is not hazardous.
- 1.18 The "RFP." The Request For Proposals for Municipal Waste Disposal Options issued by the Authority in July of 2021 and all amendments and/or supplements thereto.
- 1.19 "Solid Waste Management Act." Act 97 of 1980, Public Law 380, 35 Purdon's Statutes 6018.101. et seq., and Department regulations promulgated thereunder.
- 1.20 "Source-separated Recyclable Materials." Materials that are separated from municipal waste at the point of origin for the purpose of recycling.
- 1.21 "Term." The term of this Agreement as set forth in Section 2.02 hereof, including any renewal terms of this Agreement.
- 1.22 "Transfer Station." The Authority's Transfer Station located at Dale Summit, College Township, Centre County, Pennsylvania.

ARTICLE II SCOPE OF SERVICES

- 2.01 Effective Date. If the conditions of Section 8.03 hereof are met, this Agreement shall become effective no later than January 1, 2023 (the "Effective Date").
- 2.02 Term of Agreement. The initial term of this Agreement shall begin on the Effective Date and end on December 31, 2032. 2.03 Designated Wastes. During the term of this Agreement, the Contractor shall receive, transport and dispose of, at the Landfill, all of Centre County's Municipal Waste (from the Transfer Station and direct hauled Municipal Waste described in Section 5.01 hereof), Residual Waste disposed of at the Authority's Transfer Station, and Leachate, all in accordance with and as designated in the Centre County Waste Management Plan then in effect. The Contractor acknowledges that there is no minimum guaranteed quantity of Municipal Waste to be disposed of under this Agreement.

- 2.04 **Back-up Agreement.** The contractor acknowledges that the Authority shall have an effective back-up agreement for disposal of the Centre County's Municipal Waste and Residual Waste in place throughout the term of this Agreement in the event the Contractor is unable to accept and dispose of such Municipal Waste and Residual Waste in the manner provided herein. Further, the parties mutually acknowledge that the primary back-up facility will be the disposal facility designated from time to time by the Contractor. As of the Effective Date, the Contractor designates Mostoller Landfill Inc., located at 7095 Glades Pike Road, Somerset, PA 15501 as the primary back up facility. Provided, however, that if the Contractor fails to timely designate a back-up facility, then the Authority, in consultation with and as directed by the Department, shall be permitted to direct the disposal of Municipal Waste at a back-up facility of its selection.
- 2.05 **Trucking.** The Contractor shall provide trucking services including all labor, drivers, equipment (except as set forth in Section 2.05 h. below), vehicles, tools, implements, fuel, materials and transportation facilities for the adequate, timely and proper transportation of all Municipal Waste disposed of under this Agreement from the Authority's Transfer Station to the Landfill.
- a. **Compatibility of Equipment.** All trucking equipment provided by the Contractor shall be compatible with the Authority's Transfer Station facilities, including, without limitation, the Authority's spotting tractors. Unless approved in advance by the Authority, all trailers used for hauling Municipal Waste will be tipper trailers.
- b. **Fuel.** The Contractor shall exclusively use compressed natural gas ("CNG") fueled vehicles throughout the Term unless otherwise agreed by the parties. Except when approved in advance by the Authority, the Contractor's failure to use CNG fueled vehicles shall constitute a material default of the Contractor's obligations hereunder. Hybrid vehicles that use a combination of diesel and natural gas fuels shall not meet the requirements of this section. The Contractor shall primarily fuel its vehicles used in the performance of this Agreement at the Authority's CNG fueling station, owned and operated by Clean Energy and located at 100 Transfer Road, Bellefonte, Pennsylvania 16823.
- c. **Maintenance of Trucking Equipment.** All tractors and trailers used by the Contractor shall be used subject to the prior written approval of the Authority, which written approval shall not be unreasonably withheld. Such tractors and trailers must be maintained in good working order, in clean and sanitary condition and be in compliance with all applicable federal, state and local governmental laws or regulations. At a minimum, all trailers shall be cleaned using an acid solution, or other method approved by the Authority, at least twice each year during the Term. All tractors and trailers shall be properly marked for identification. At a minimum, such markings shall include a conspicuous unique identifier on the driver's side front and rear of each trailer in at least six (6") inch high letters or numbers. Prior to using any tractor or trailer, the Contractor shall notify the Authority, in writing, of its make, serial number, size and age. All tractors and trailers must be currently licensed and/or permitted under all applicable federal, state and/or local laws and regulation. All tractor and trailer combinations shall be capable of transporting the maximum gross weight allowed by law (currently, 82,000 pounds for a CNG powered tractor trailer combination).
- d. **Loading and Availability of Trucking Equipment.** The Authority has no control over and makes no representation as to the time of loading of the trailers at the Transfer Station. The Contractor shall be required to provide a continuous operation of transport procedure for the Transfer Station. Therefore, the Contractor shall be obligated and have available at all times a sufficient number of tractors and trailers necessary to promptly move all Municipal Waste from the Transfer Station to the Landfill. The Contractor assumes all risks as to loading, transportation and unloading or any other unfavorable condition that may be encountered in the transportation of the Municipal Waste whether apparent by inspection or disclosed only in the process of transporting the Municipal Waste and also including unfavorable or inclement weather conditions. At a minimum, the Contractor shall have at least three (3) empty trailers available at the Transfer Station at all times.

Moreover, the Contractor shall have sufficient empty trailers available at the beginning of each work day to keep up with anticipated volume, as determined by the Authority from time to time (currently, the Contractor must have 16 empty trailers at the Transfer Station) at the beginning of each work day. No loaded trailers shall be permitted to remain in the staging area of the Authority's Transfer Station for a period in excess of twenty-four (24) hours on a weekday or seventy-two (72) hours on a weekend. Empty trailers shall be prepared by the Contractor for loading at the time such trailers are delivered.

- e. Subcontracting. If the Contractor enters into a subcontract with another entity to provide the trucking services specified herein, such subcontract must be submitted to the Authority for its prior written approval, which approval will not be unreasonably withheld. Such subcontract must, at a minimum, satisfy the conditions of this Agreement. Further, the approval by the Authority of such a subcontract will not relieve the Contractor of any of its duties, responsibilities or liabilities under this Agreement.
 - f. Operations Plan. The Contractor shall ensure that all trucking services and equipment provided hereunder comply with the Authority's Operations Plan, as it may be amended or supplemented from time to time. The Contractor acknowledges receipt of the Authority's Operations Plan as in effect on the date of this Agreement. The Authority covenants to provide the Contractor with written notice of any changes to its Operations Plan at least thirty (30) days prior to the effective date of such change. The parties acknowledge that changes the Authority makes to the Operations Plan that: i) cause additional costs to the Contractor may result in an addition to the Base Fee; or ii) that result in savings to the Contractor may result in a reduction of the Base Fee. The parties agree to reasonably adjust fees to account for any increased costs or savings attributable to Operations Plan changes.
 - g. No Minimum Weight. The Contractor acknowledges that the Authority does not guarantee any minimum weight for a loaded trailer. Provided, however, that the Authority and the Contractor shall each exert their best efforts to achieve the maximum legally permissible load on each trailer.
 - h. Fines; Penalties; Fees. The Contractor shall be responsible for and shall indemnify and hold the Authority harmless from and against any fines, penalties, fees, costs and impositions related to the condition or operation of any tractors, trailers or ancillary equipment required under this Agreement. Such costs shall include, without limitation, any fines, penalties, fees, costs and impositions imposed as a result of improper use of equipment (such as overloading), failure to transport Municipal Waste in a timely or required manner and failure to maintain required safety equipment.
 - i. Exception for Leachate Transportation. The Contractor shall be permitted to use the Authority's tanker trailers for hauling of any Leachate disposed of by the Contractor hereunder. The Contractor may not use the Authority's tanker trailers for any other purpose, including, without limitation, back hauling of other third party loads, without the Authority's prior written consent.
- 2.06 Authority Holiday Schedule. The Contractor acknowledges the Authority's holiday schedule attached as Exhibit 2.06. The Contractor shall perform its duties in accordance with the Authority's holiday schedule.

ARTICLE III DISPOSAL FEES

- 3.01 Base Fee. Throughout the Term, the Authority shall pay the Contractor, in the manner and at the times provided herein, the amount set forth on Exhibit 3.01 for each and every ton of Municipal Waste disposed of at the Landfill (the "Base Fee"). There shall be no fee charged by the Contractor for Disposal of Leachate at any time during the Term. No additional fees, surcharges, environmental fees or other charges shall be added to the Base Fee except as provided for in Section 3.02 hereof.

3.02 Additions to Base Fee. In addition to the Base Fee, the Contractor shall be entitled to collect from the Authority the increased per-ton cost of disposal of Municipal Waste at the Landfill, to the extent that the source of any such Municipal Waste is the Authority, if such increased cost is due to the imposition of any fees, taxes or surcharges by a federal, state or local government following the execution of this Agreement.

In addition to the Base Fee, the Contractor shall also be entitled to collect from the Authority the Authority's "ratable share" of the following costs affecting the Contractor's operations and resulting from events beyond the reasonable control of the Contractor.

- a. Cost increases resulting from an event of Force Majeure (as defined in Article X hereof);
- b. Costs due to unanticipated required special handling of any Municipal Waste if the source of such Municipal Waste is the Authority;
- c. Costs due to a determination by any agency, court or other duly constituted authority that any Municipal Waste theretofore handled by the Contractor, although not Hazardous Waste or a Hazardous Substance prior to such determination, constitutes Hazardous Waste or a Hazardous Substance, if the source of any such Municipal Waste, subsequently determined to be Hazardous Waste or a Hazardous Substance, is the Authority; and
- d. Cost increases resulting from a change in the Authority's Operations Plan.

The term Authority's "ratable share" as used in this Section 3.02 (c) shall mean a fraction, the numerator of which shall be the average daily tonnage (total tonnage delivered to the Landfill commencing on the Effective Date, divided by number of days commencing on the Effective Date on which deliveries were made of the Authority's Municipal Waste to the Contractor's Landfill) as of the date of any event triggering the provisions of this Section 3.02 (c) and the denominator of which shall be the "permitted daily tonnage" in tons of the Landfill as of that same date.

3.03 Manner and Time of Payment of Base Fees and Additions to Base Fees. The Contractor shall bill the Authority bi-monthly on or about the 15th and the 30th day of each month for all Base Fees. The Authority shall pay all Base Fees within thirty (30) days of the date of the Contractor's second invoice for each month. All additions to the Base Fee provided for in Section 3.02 hereof shall be billed to the Authority by the Contractor on the next following billing cycle following the occurrence of the event that occasions such fees. The Authority shall pay the Contractor for such additions to the Base Fees at the same time that it is required to pay Base Fees billed at the same time such additions to Base Fees are billed. The Contractor shall render separate invoices to the Authority for Municipal Waste directly delivered to the Landfill by haulers as described in Section 5.01 hereof.

3.04 Late Payment Penalty. In the event that the Authority fails to pay any amount properly due the Contractor under Section 3.03 of this Agreement, the contractor shall be entitled to impose a late payment penalty upon the Authority equal to the late payment penalty then charged by the Authority with respect to its delinquent accounts.

3.05 Setoff of Base Fees. The Authority shall be entitled to setoff against Base Fees or additions to Base Fees payable to the Contractor hereunder, any penalties or other impositions imposed upon the Contractor under Section 7.07 hereof.

3.06 Weighing Procedures and Verification.

- a. All loads of Municipal Waste originating at the Transfer Station shall be weighed in and weighed out on scales located at the Contractor's Landfill. For each load of Municipal Waste, the Contractor shall provide the Authority with a copy of a weigh ticket containing, at a minimum, the following items of information:

- i. the date and time of delivery of the Municipal Waste to the Landfill;
- ii. the number or identifier of the tractor and trailer;
- iii. the gross vehicle weight at the time of delivery;
- iv. the tare weight at the time of delivery;
- v. the net weight of the load; and
- vi. the identity of the weighmaster receiving the load.

Such tickets will be compiled by the Contractor and provided to the Authority on at least a weekly basis.

- b. Scales used by the Contractor shall be certified and inspected on a periodic basis as required by all applicable local, state and federal laws and regulations and shall be the same scales regularly used by the Contractor for its other customers. The Contractor's scale operators shall be Commonwealth of Pennsylvania certified weigh masters. The Contractor shall provide the Authority with proof of certification of its weigh masters on an annual basis through the Term hereof.
- c. Within five (5) days following the end of each month during the Term, the Contractor shall provide the Authority with a summary of all weigh tickets for the previous month. At a minimum, such summary shall provide the following items of information for each load:
 - i. the name of the hauler;
 - ii. the date of delivery of the load;
 - iii. the number or identifier of the tractor and trailer;
 - iv. the gross vehicle weight at the time of delivery;
 - v. the tare weight at the time of delivery;
 - vi. the net weight of the load;
 - vii. the total number of tons for the month; and
 - viii. the total number of roundtrips by the Contractor for the month.
- d. The Authority shall have the right, during normal business hours and at reasonable intervals to inspect the Contractor's scales for accuracy. Further, the Authority shall have the right from time to time to weigh the Contractor's vehicles at the Transfer Station to verify the accuracy of the Contractor's scales. In the event that the Contractor's scales are not functioning properly, all weights shall be determined by the Authority's scales at the Transfer Station. In such event the Authority shall provide the Contractor with reasonable access to its scales during normal business hours for the purpose of verifying the accuracy of same.

3.07 Clean Up Projects. The Contractor shall charge no Base Fees for disposal of up to two hundred (200) tons per year for each calendar year during the Term hereof for Municipal Waste from clean up projects held in Centre County. If Commonwealth or local fees are waived by the respective government authorities for such cleanups, then the Contractor shall not require such fees to be paid to the Authority with respect to such Municipal Waste.

ARTICLE IV TRUCKING FEES

4.01 Base Trucking Fee. Throughout the Term, the Authority shall pay the Contractor the applicable Base Trucking fee, per mile, set forth in Exhibit 4.01 attached hereto and made a part hereof by this reference (the "Base Trucking Fee"). Total Base Trucking fees for any billing period shall be determined by multiplying the per mile cost times the number of miles per trip set forth in Section 4.03 hereof times the number of trips during the billing period. Base Trucking Fees shall be paid at the times set forth in Section 4.03 hereof. Throughout the Term, there shall be no fee charged by the Contractor for the trucking of Leachate to the Landfill.

- 4.02 Round Trip Mileage. The parties agree that all calculations to be performed under this Article IV shall be based on a round trip mileage between the Transfer Station and the Landfill of one hundred fifty seven (157) miles.
- 4.03 Manner and Time of Payment of Trucking Fees. The Contractor shall bill the Authority bi-monthly for Base Trucking Fees and the Authority shall pay all fees payable under this Article within thirty (30) days of the date of the Contractor's second invoice for each month.
- 4.04 Fuel Price Adjustment. The parties agree to use the fuel price adjustment convention shown on Exhibit 4.04.

**ARTICLE V
DELIVERY OF AND TITLE TO MUNICIPAL WASTE;
ADMINISTRATIVE INSPECTIONS; ADDITIONAL OBLIGATIONS OF THE CONTRACTOR**

- 5.01 Delivery of Municipal Waste. All Municipal Waste to be disposed of pursuant to this Agreement shall be delivered to the Landfill by the Contractor, unless otherwise authorized, in a writing made prior to such delivery, by the Authority. Exhibit 5.01 to this Agreement lists the Municipal Waste collectors that the Authority has authorized to make direct deliveries of Centre County's Municipal Waste to the Landfill. The Authority shall update such list from time to time throughout the Term. The Authority shall be billed in accordance with Article III hereof for all fees attributable to direct deliveries of Centre County's Municipal Waste made by Authority authorized Municipal Waste Collectors to the Landfill.
- 5.02 Title to Municipal Waste. Title to Municipal Waste shall be vested in the Contractor at the time the Municipal Waste is loaded onto the Contractor's trailers at the Transfer Station or is directly delivered to the Landfill by Authority authorized Municipal Waste Collectors. Notwithstanding anything to the contrary herein, title to and legal responsibility and liability for waste not conforming with the definition of Municipal Waste herein ("Non-conforming Waste") shall at times remain with the party delivering such Non-conforming Waste to the Transfer Station and title to such Non-conforming Waste shall not pass to the Contractor or the Authority. Solely as an accommodation to the Authority, at the Authority's sole expense and upon such other terms and conditions as may be agreed upon by the Contractor, the Authority, the Contractor may, at its sole discretion, attempt to arrange for the proper handling, storage and transportation of such Non-conforming Waste until such time as it has been returned to the party that delivered such waste to the Transfer Station. In the event that the Contractor receives Non-Conforming Waste from Centre County at the Landfill, any and all costs incurred by the Contractor with respect to such Non-Conforming Waste, including any fines and penalties assessed therefore, shall be promptly paid by the Authority.
- 5.03 Administrative Inspections. Upon reasonable notice and during regular business hours, each of the parties hereto and their authorized agents or employees shall have access to the other party's logs, books and records pertaining to the quantities and sources of Municipal Waste transported and disposed of pursuant to this Agreement. Such inspections shall be conducted for the purpose of verifying compliance with the terms and conditions of this Agreement. Further, each of the parties hereto and their authorized agents and employees shall also be permitted, upon reasonable notice and during regular business hours, to inspect the other party's facilities and observe operations conducted by such party.
- 5.04 Additional Obligations of the Contractor. During the Term, the Contractor shall:
- a. Deliver all waste, including without limitation, Residual Waste the Transfer Station is permitted to accept, Municipal Waste and Recyclables that the Contractor collects in Centre County to the Transfer Station.
 - b. Fulfill, on a timely and accurate basis, all Department and other governmental authority permitting requirements for waste other than Municipal Waste accepted for disposal by the Contractor under

this Agreement. Copies of all such permits and applications shall be furnished to the Authority within a reasonable time. This responsibility shall include the Contractor providing primary assistance and coordination with Authority staff for Residual Waste Form U generator annual applications and expiration date tracking of such applications.

- c. Allow the Authority, upon reasonable prior notice, to inspect the Contractor's records with respect to the administration of this Agreement.
- d. Receive at the Transfer Station, haul and dispose of segregated loads of on road tires for the following disposal prices: \$15 per ton for cut tires or \$75 per ton for whole tires.
- e. Cooperate in good faith with the Authority to develop more cost effective and environmentally friendly methods of disposing of discarded tires.

ARTICLE VI INSURANCE AND BONDING

- 6.01 Provision of Coverage. Throughout the Term, the Contractor shall maintain in full force and effect the types and amounts of insurance coverage required by this Article VI. All such insurance policies required under this Article shall list the Authority as an additional insured under such policies. Each year during the Term, the Contractor shall provide the Authority with a certificate of insurance evidencing its procurement of such coverage, and listing the coverage, limits of liability, name of the carrier, the policy number and the expiration date. At least thirty (30) days prior to the expiration of each such policy, the Contractor shall furnish the Authority with evidence of payment of the premium and the reissuance of such policy continuing the required coverage in force.
- 6.02 Environmental and General Liability Coverage. The Contractor shall maintain insurance coverage for environmental liability and comprehensive general liability providing continuous coverage against third party claims for property damage and personal injury, with policy limits of not less than Five Million and no/100 (\$5,000,000.00) Dollars for combined coverage.
- 6.03 Vehicle Coverage. The Contractor shall maintain public liability insurance coverage on each tractor, trailer (including the Authority's trailers used to haul Leachate while being used by the Contractor) or other vehicle or vehicles required for the prosecution of the work under this Agreement with limits of bodily injury coverage no less than One Million (\$1,000,000.00) Dollars for each person and no less than Three Million and no/100 (\$3,000,000.00) Dollars for each accident. Further, the Contractor shall maintain property damage insurance on each tractor, trailer and any other vehicle or vehicles required for the prosecution of the work hereunder with limits of coverage no less than Five Hundred Thousand and no/100 (\$500,000.00) Dollars.
- 6.04 Workers' Compensation Coverage. The Contractor shall maintain standard workers' compensation coverage indemnifying it and the Authority against any loss arising from liability or injuries sustained by any and all agents, servants or employees of the Contractor who shall be entitled to compensation under the Workers' Compensation Law.
- 6.05 Insurance Companies. All insurance policies required under Article VI hereof shall be issued by financially sound insurance companies licensed to do business in Pennsylvania, and shall be in a form satisfactory to the Authority.
- 6.06 Notice of Cancellation. All policies of insurance required to be maintained by the Contractor pursuant to this Article VI shall contain a provision that such policy or policies shall not be cancelled or materially amended (including any reduction in the scope or limits of coverage) without at least thirty (30) days prior written notice to the Authority. If the Contractor cannot obtain the notice of cancellation provision in its

policies, then the Contractor shall provide the required notice to the Authority of any cancellation or material amendment of the Contractor's required insurance coverage.

- 6.07 Failure to Provide or Procure Coverage. The Contractor's failure to provide or procure the insurance coverage required by this Article VI shall constitute a material breach of this Agreement. In such event, the Authority may, at its option, procure such required insurance covering the Authority's interests and charge the costs of same to the Contractor, or setoff such costs against amounts otherwise due the Contractor. If such sums are charged to the Contractor, the Contractor covenants to pay such amounts promptly upon demand by the Authority.
- 6.08 Performance Bond. At the time of the execution of this Agreement and before it becomes effective, the Contractor and its surety, acceptable to the Authority, shall execute a performance bond in the amount of Three Million and no/100 (\$3,000,000.00) Dollars. Such bond shall be written by a surety authorized to do business in Pennsylvania and shall be delivered to the Authority contemporaneous with the execution of this Agreement. The attorney-in-fact who signs the bond must be a resident of Pennsylvania and shall file with such bond a certified and effectively dated copy of his power of attorney. The Contractor shall pay all premiums for such bond. The bond shall cover the faithful performance by the contractor of all covenants and agreements on the part of the Contractor contained in this Agreement. The bond shall remain in effect throughout the Term.
- 6.09 Payment Bond. In the event that the Contractor, with the prior written approval of Authority, enters into a subcontract with another entity to provide services required under this Agreement, the Contractor and its surety, acceptable to the Authority, shall execute a payment bond in an amount to be determined by the Authority in its sole discretion. Such bond shall be written by a surety authorized to do business in Pennsylvania and shall be delivered to the Authority contemporaneous with the execution of the subcontract. The attorney-in-fact who signs the bond must be a resident of Pennsylvania and shall file with such bond a certified and effectively dated copy of his power of attorney. The Contractor shall pay all premiums for such bond. The bond shall cover the faithful payment by the Contractor of the approved subcontractor. The bond shall remain in effect throughout the Term.

ARTICLE VII DEFAULT; REMEDIES; PENALTIES

- 7.01 Events of Default by the Contractor. Subject to Section 7.08 below, each of the following shall constitute an event of default under this Agreement:
- a. Failure of the Contractor to accept and transport Municipal Waste for disposal to the Landfill on any date that the Transfer Station is open for business except if performance is excused by the Authority.
 - b. Failure to use CNG powered vehicles, except when permitted by the Authority.
 - c. Failure to comply with the Centre County Municipal Waste Management Ordinance or the Centre County Municipal Waste Management Plan in any material respect.
 - d. Failure of the Contractor to comply with any other material term, obligation, covenant or condition contained in this Agreement.
 - e. A change of ownership of more than fifty (50%) percent of the ownership interest of the Contractor. Provided, however, that if there is a change of more than fifty (50%) percent of the ownership interest in the Contractor, this change of ownership shall not constitute a default hereunder if the entity purchasing the fifty (50%) percent ownership in the Contractor, notifies the Authority of such ownership interest change at least ten (10) days in advance, agrees to be bound by all of the provisions of this Agreement and receives or obtains all Commonwealth of

Pennsylvania approvals, authorization and licenses necessary for it to perform the Contractor's obligations under this Agreement.

- f. A change in record title ownership of the Landfill. Provided, however, that if there is a change of record title in the Landfill, this change of title shall not constitute a default hereunder if the entity to which the record title is changed notifies the Authority of such record title ownership change at least ten (10) days in advance, agrees to be bound by all of the provisions of this Agreement and receives or obtains all Commonwealth of Pennsylvania approvals, authorizations and licenses necessary for it to perform the Contractor's obligations under this Agreement and to own the Landfill.
- g. The Contractor being or becoming insolvent or bankrupt or ceasing to pay federal, state or local tax obligations or its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property.
- h. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within sixty (60) days.
- i. Any action or answer by the Contractor approving of, consenting to, or acquiescing in any such proceeding.
- j. The levy of any distress, execution or attachment upon the property of the Contractor which shall substantially interfere with its performance hereunder.

7.02 Remedies in the Case of an Event of Default by Contractor. Should the Contractor default on the full and timely performance of any of its obligations hereunder, the Authority may:

- a. Enforce specific performance of this Agreement;
- b. Bring suit for damages against the Contractor;
- c. Seek recovery under the performance bond required under Section 6.08 hereof; and/or
- d. Terminate this Agreement upon written notice to the Contractor.

7.03 Events of Default by the Authority. Subject to Section 7.08 below, each of the following shall constitute an event of default under this Agreement:

- a. Failure of the Authority to make payment to Contractor at the time and in the manner provided for hereunder;
- b. Failure of the Authority to comply with any other material term, obligation, covenant or condition contained in this Agreement.

7.04 Remedies in the Case of an Event of Default by the Authority. Should the Authority default on the full and timely performance of any of their obligations hereunder, the Contractor may:

- a. Enforce specific performance of this Agreement; and/or
- b. Bring suit for damages against the Authority.

7.05 Other Remedies. The rights and remedies set forth in Sections 7.02 and 7.04 hereof shall be in addition to and not in limitation of any rights and remedies otherwise available by law.

7.06 Failure to Pursue Remedy. No action or failure to act by a party shall constitute a waiver of any right or remedy afforded under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the parties.

7.07 Schedule of Agreement Deductions.

a. In General. The Contractor shall meet or exceed the performance standards established in this Agreement (see, without limitation, Article II of this Agreement). These Agreement Deductions are intended to be a device that can be used by the Authority to call performance deficiencies to the attention of the Contractor and to ensure that an adequate, industry standard performance standard is met. The Agreement Deductions are not liquidated damages; they are intended to induce adequate performance. The Agreement Deduction for each type of substandard performance is specified below. The parties acknowledge and agree that a pattern of Contract Deductions may constitute a material breach of the Agreement. Agreement Deductions shall not be made if a performance deficiency is the result of circumstances outside of the Contractor's reasonable control, including any Event of Force Majeure. Agreement Deductions will be applied and deducted from the monthly Agreement price. The Authority shall notify the Contractor in writing within 48 hours of its intention to assess an Agreement Deduction. The Authority shall deduct any Agreement Deduction from its next monthly payment due following the Authority's notification of its intention to assess such Agreement Deduction. Agreement Deductions and the corresponding deduction amounts relating to substandard performance shall be as follows:

- i. Provision of Equipment to Perform Services Under the Agreement. Failure or neglect to provide the specified equipment to perform hauling or disposal services required to perform the work in accordance with this Agreement (see Article II) shall result in a charge of Two Hundred Fifty and no/100 (\$250.00) Dollars on the first occurrence. Failure to remedy the equipment delinquency within twenty-four (24) hours of notification of the Contractor by the Authority shall result in the imposition of a charge of Five Hundred and no/100 (\$500.00) to be assessed each day the Contractor fails to provide the required equipment. If the Authority provides equipment to perform services under this Agreement because the Contractor has not resolved an equipment deficiency in the specified time frame, the Authority shall deduct these costs as specified herein and provide documentation to the Contractor clarifying the costs incurred by the Authority.
- ii. Failure to provide transfer trailers. If the Contractor fails to have available, at the Transfer Station, during normal operating hours, sufficient empty trailers to start the work day or at least three (3) empty transfer trailers for a period of thirty (30) consecutive minutes, the Authority shall charge One Thousand and no/100 (\$1,000.00) Dollars for each thirty (30) minute period during which such condition continues. Provided, however, that such penalty may only be imposed on the third instance of the Contractor's violation of this provision during any consecutive twelve (12) month period during the term of this Agreement and for each violation thereafter regardless of the period between violations.
- iii. Section 2.05(d) of this Agreement requires loaded transfer trailers to be removed from the Transfer Station within twenty-four (24) hours of the completion of loading. If the Contractor fails to move a loaded trailer from the Transfer Station for a period in excess of seventy-two (72) hours of the completion of loading, the Authority may impose a penalty of up to One Thousand and no/100 (\$1,000.00) Dollars for each day following the seventy-two (72) hour period during which such condition continues.
- iv. Spillage of Solid Waste and Litter on Authority Property and During Transport by the Contractor. The Contractor is responsible for minimizing the quantity of solid waste and litter or spillage on Authority property that results from the performance of work and shall routinely clean the area around trailers and shall immediately commence efforts to clean up solid waste or litter that spills from Contractor operated equipment once it

becomes aware of such litter or spillage. Failure of the Contractor to clean up solid waste, litter or spillage on Authority property caused by the Contractor during the performance of work within twenty-four (24) hours shall result in a charge of One Hundred and no/100 (\$100.00) Dollars per incident.

- v. The Contractor shall immediately notify the Authority of incidents that result in spillage or litter from transfer trailers between the Authority Transfer station and the designated disposal facility. If the Contractor's acts or omissions cause spillage or litter during transport and the Contractor fails to immediately commence efforts to clean up such spillage or litter once it becomes aware of such spillage or litter, the Authority shall charge Five Hundred and no/100 (\$500.00) Dollars per incident.
 - vi. Spillage of Leachate or other waste by the Contractor. Failure to immediately commence efforts to clean up spillage of leachate or other waste once it becomes aware of such spillage shall result in a One Thousand and no/100 (\$1,000.00) Dollar charge, plus the cost for additional clean up response incurred by the Authority, per incident per location.
 - vii. Damage to Authority Property or Equipment. For damage to Authority property or equipment during the performance of work as specified under this Agreement, the Contractor shall be charged Five Hundred and no/100 (\$500.00) Dollars for each occurrence, not remedied by the Contractor's repair of such damage. The Contractor is obligated to report the incident including a brief description of the incident and photograph(s) of the damage and provide this to the Authority immediately. The Contractor shall take corrective action to repair the damage and to inform the Authority of the method, schedule and cost to repair the damages. The Authority reserves the right to perform the repairs to an equivalent state of the property or equipment prior to the damage and to deduct the cost of repairs from its payments to Contractor.
 - viii. Equipment Care. Failure to maintain equipment in a clean, safe, and sanitary condition shall result in a One Hundred and no/100 (\$100.00) Dollar charge per infraction.
 - ix. Chronic Equipment Problems. Failure or neglect to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem with equipment/trucks within a twelve-month period) shall result in the imposition of a Two Hundred Fifty and no/100 (\$250.00) Dollar charge for each occurrence after the second.
 - x. Operating Schedule Adherence. Failure to satisfy the Authority's operational schedule, as required by this Agreement, shall result in the imposition of a One Hundred and no/100 (\$100.00) Dollar charge per incident.
- b. **Reporting.** Failure to maintain and/or submit to the Authority all documents and reports required under the provisions of this Agreement shall result in the imposition of a one-hundred-fifty-dollar (\$150.00) per incident, per day charge.
- 7.08 **Right to Cure.** If any such default is curable and if the defaulting party has not been given notice of a similar breach within the preceding twelve (12) month period, it may be cured (and no event of default will have occurred) if the defaulting party, after receiving written notice from the other party demanding cure of such failure: (i) cures such failure within fifteen (15) days of the date of such notice; or (ii) if the cure requires more than fifteen (15) days, immediately initiates steps which the other party deems in its reasonable discretion to be sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

ARTICLE VIII MUNICIPAL WASTE MANAGEMENT PLAN

- 8.01 Plan Requirement. The Contractor and Authority understand and agree that, pursuant to the Waste Reduction Act, Centre County is required to officially adopt a municipal waste management plan (the "Plan") for Municipal Waste generated within Centre County. Pursuant to the Waste Reduction Act, the County has adopted an ordinance which requires all waste collectors to transport all Municipal Waste generated within the County to a designated disposal facility set forth in the Plan and permitted by the Department under the Solid Waste Management Act. The Contractor shall not, during the Term, directly or indirectly, seek to undermine or file legal process seeking to invalidate the Plan.
- 8.02 Revised Plan. The Authority agrees that it will exercise its best efforts to prepare and adopt a revised Plan designating the Landfill as the primary disposal facility and, as promptly as possible, submit it to the Department for approval pursuant to the Waste Reduction Act and applicable regulations thereunder and proceed with due diligence to satisfy all conditions and requirements of the Waste reduction Act to the filing of the Plan or revised Plan and its approval by the Department. The Authority also agrees that the Plan shall designate the Landfill as the exclusive and designated disposal facility to which all Municipal Waste from the Transfer Station must be delivered for disposal. The Authority further agrees that it shall enforce its Plan in good faith. Each of the parties hereto agree that it will use its best efforts to ensure that the intent of this Agreement is carried out in the event that a change in law affects the operation of the Plan.
- 8.03 Agreement Contingent on Adoption of Revised Plan. The effectiveness of this Agreement shall be contingent upon the adoption of and approval by the Department of the revised Plan.

ARTICLE IX INDEMNIFICATION

- 9.01 By the Authority. The Authority hereby agrees to indemnify, hold harmless and defend the Contractor and its respective directors, officers, employees and agents, against any and all loss, damage, suits, claims, liability and expenses (including without limitation reasonable litigation expenses and legal fees) arising out of any claim for loss of or damage to property, including property of the Authority, and personal injury to or death of persons, including the employees of the Contractor and the Authority, which results from any act or omission of the Authority or its employees, contractors or agents, arising out of or during the performance of this Agreement.
- 9.02 By the Contractor. The Contractor hereby agrees to indemnify, hold harmless and defend the Authority and its directors, members, officers, employees and agents against any and all loss, damage, suits, claims, liability and expenses (including without limitation reasonable litigation expense and legal fees) arising out of any claim for loss of or damage to property, including property of the Contractor, and personal injury to or death of persons, including the employees of the Contractor, and the Authority which results from any act or omission of the Contractor, its employees, contractors or agents, arising our of or during the performance of this Agreement.
- 9.03 Environmental Matters. The Contractor hereby agrees to indemnify, hold harmless and defend the Authority, and its directors, members, officers, employees and agents against any and all loss, damage, suits, liability, expense, fines, penalties and assessments (including litigation expenses and legal fees) arising out of any claim for injury or death of any person and loss or damage to any property caused by pollution, impairment or degradation of the environment caused by (i) the negligence or willful misconduct of the Contractor, its agents, employees and contractors in the operation of the Landfill or the transportation of Municipal Waste provided for hereunder; or (ii) the placement, deposit, disposal, burial or dumping of any Hazardous Waste, Infectious Waste or Residual Waste at the Landfill, or (iii) the spilling, injection, leakage, release or other discharge of any Hazardous Substance from the Landfill into the environment (including streams, rivers and waterways) or (iv) any violation of any Environmental Laws or any federal, state or local laws, ordinances or regulations governing the operation of the Landfill; provided, however, that the indemnity provided for in this Section 9.03 shall not apply to the extent that any such claim results from any Nonconforming Waste provided or made available by the Authority hereunder to the Contractor,

or their respective employees or agents. The obligations of the Contractor under this paragraph shall survive any termination of this Agreement.

ARTICLE X FORCE MAJEURE

A delay or failure of performance hereunder by a party shall not constitute an event of default or result in any liability under this Agreement to the extent caused by an Event of Force Majeure; provided, however, an Event of Force Majeure shall not excuse the Authority's obligation to pay any amounts due hereunder. Except for payment obligations, such delay or failure shall be excused at any time performance is adversely affected by an Event of Force Majeure and during such period thereafter as may be reasonably necessary for the party so affected, using its reasonable efforts, to correct the adverse effects of such Event of Force Majeure. An Event of Force Majeure shall not terminate or suspend the Authority's obligation to make any payments required pursuant to this Agreement for services rendered prior to a suspension for an Event of Force Majeure. If an Event of Force Majeure prevents the Contractor from performing under the terms of this Agreement, the Contractor shall use commercially reasonable efforts to identify and, as agent for, and without prior notice to, the Authority, arrange for the transportation and disposal of Municipal Waste to a location or facility that is authorized to accept such waste in accordance with all applicable law, and the Contractor may charge the Authority the Base Fee and Base Trucking Fee and, in addition, all out-of-pocket costs incurred by the Contractor arising from or related to the collection, handling, storage, transportation, processing and disposal of such Municipal Waste. If the Contractor is unable to transport and dispose of Municipal Waste due to an Event of Force Majeure and such inability continues for a period of fifteen (15) calendar days or more after written notice to the Contractor, the Authority shall have the option to terminate this Agreement upon written notice to the Contractor.

ARTICLE XI RESIDUAL WASTE

The Authority has a permit from the Department to accept municipal-like Residual Waste at its Transfer Station. As long as any Residual Waste accepted by the Authority is not Non-conforming Waste, the Contractor shall transport and dispose of any such Residual Waste received at the Authority's Transfer Station for the same price and on the same terms and conditions as are provided for herein for Municipal Waste.

ARTICLE XII IMPLEMENTATION OF THE PLAN; REMEDIES

The parties mutually acknowledge that the purpose of this Agreement is to ensure that the citizens of Centre County, Pennsylvania, have a safe, effective and cost efficient means of disposing of Municipal Waste generated within the Centre County's boundaries and to satisfy and comply with the requirements of the Municipal Waste Planning, Recycling and Waste Reduction Act (53 P.S. §4000.101 et. Seq.) To that end, the parties mutually acknowledge that pursuant to Section 4000.303 of such Act, Centre County has delegated its responsibilities for implementation of the Plan to the Authority, although Centre County is jointly and severally responsible for implementation of the Plan. Accordingly, the Contractor agrees that prior to pursuing any remedy against Centre County that it shall first seek to obtain payment, performance and judicial enforcement from the Authority.

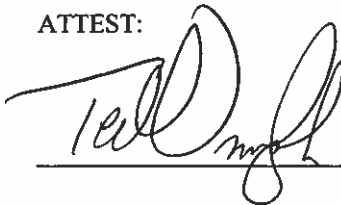
- 13.10 Execution of Documents. This Agreement shall be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which together shall constitute but one and the same instrument.
- 13.11 Relationship of the Parties. Neither party shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other party; and nothing herein shall constitute either party as a partner, agent or representative of the other party, or be deemed to create any fiduciary relationship between the parties.
- 13.12 Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.
- 13.13 Contract Administrator. The Contractor and the Authority shall each designate a Contract Administrator who shall be responsible for the administration of this Agreement shall be the primary contact for the Authority under this Agreement. Until changed by the parties by proper written notice to the other party, the contractor administrators are.

Authority: Ted Onufrak, Executive Director
 Contractor: Scott Dellinger, Industrial Account Manager

- 13.14 Fueling of CNG Vehicles of Contractor, its Subcontractors or Affiliates. If Contractor operates CNG vehicles in Centre County, Pennsylvania, which are used for purposes other than the performance of this Agreement, Contractor shall primarily fuel such vehicles at the Authority's CNG fueling station, owned and operated by Clean Energy located at 100 Transfer Road, Bellefonte, PA 16823. Moreover, if Contractor's subcontractors and affiliates operate CNG Vehicles in Centre County, Pennsylvania which are used for purposes other than the performance of this Agreement, Contractor shall use commercially reasonable efforts to cause its subcontractors and affiliates to primarily fuel such vehicles at the Authority's CNG fueling station, owned and operated by Clean Energy located at 100 Transfer Road, Bellefonte, PA 16823.


IN WITNESS WHEREOF, the Authority and the Contractor have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the day and year first above written.

ATTEST:




 1/26/2022

CENTRE COUNTY
 RECYCLING AND REFUSE AUTHORITY

By: 


 1/26/2022

ATTEST:



 Director Public Sector Solutions
 1/10/2022

WASTE MANAGEMENT OF PENNSYLVANIA, INC.

By: 

 Ronald Ward
 Area VP 1/10/2022.

EXHIBIT 2.06

AUTHORITY HOLIDAY SCHEDULE

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

EXHIBIT 3.01

BASE FEE PER TON FOR DISPOSAL

The Year 1 period commences January 1, 2023 and ends December 31, 2023. Subsequent annual periods will commence on January 1 and end on December 31 of each calendar year through the end of the Term.

Year 1: \$ 24.95

Year 2: \$ 26.07

Year 3: \$ 27.25

Year 4: \$ 28.47

Year 5: \$ 29.75

Year 6: \$ 31.09

Year 7: \$ 32.49

Year 8: \$ 33.55

Year 9: \$ 35.48

Year 10: \$ 37.08

EXHIBIT 4.01

BASE TRUCKING FEE PER MILE

The Year 1 period commences January 1, and ends December 31, 2023. Subsequent annual periods will commence on January 1 and end on December 31 of each calendar year through the end of the contract term. Transportation Prices shall be based on the following assumptions: for CNG powered vehicles the posted fuel price at the Authority's Clean Energy Fueling Station of \$2.49/gge and four (4) miles per gallon fuel usage.

Year 1: \$ 3.59

Year 2: \$ 3.70

Year 3: \$ 3.81

Year 4: \$ 3.92

Year 5: \$ 4.04

Year 6: \$ 4.16

Year 7: \$ 4.28

Year 8: \$ 4.41

Year 9: \$ 4.54

Year 10: \$ 4.68

EXHIBIT 4.04

FUEL PRICE ADJUSTMENT



WMFuelAdjustment.p
df

**FUEL ESCALATOR
CALCULATOR**

Agreed Upon Base Rate
Current Fuel Cost as of
Current Fuel Surcharge

\$	2.490
\$	2.490
\$	-

Average Price Per Gallon			Surcharge per Mile		
\$	2.490	To \$	2.539	\$	-
\$	2.540	To \$	2.589	\$	0.01
\$	2.590	To \$	2.639	\$	0.02
\$	2.640	To \$	2.689	\$	0.03
\$	2.690	To \$	2.739	\$	0.04
\$	2.740	To \$	2.789	\$	0.05
\$	2.790	To \$	2.839	\$	0.06
\$	2.840	To \$	2.889	\$	0.07
\$	2.890	To \$	2.939	\$	0.08
\$	2.940	To \$	2.989	\$	0.09
\$	2.990	To \$	3.039	\$	0.10
\$	3.040	To \$	3.089	\$	0.11
\$	3.090	To \$	3.139	\$	0.12
\$	3.140	To \$	3.189	\$	0.13
\$	3.190	To \$	3.239	\$	0.14
\$	3.240	To \$	3.289	\$	0.15
\$	3.290	To \$	3.339	\$	0.16
\$	3.340	To \$	3.389	\$	0.17
\$	3.390	To \$	3.439	\$	0.18
\$	3.440	To \$	3.489	\$	0.19
\$	3.490	To \$	3.539	\$	0.20
\$	3.540	To \$	3.589	\$	0.21
\$	3.590	To \$	3.639	\$	0.22
\$	3.640	To \$	3.689	\$	0.23
\$	3.690	To \$	3.739	\$	0.24
\$	3.740	To \$	3.789	\$	0.25
\$	3.790	To \$	3.839	\$	0.26
\$	3.840	To \$	3.889	\$	0.27
\$	3.890	To \$	3.939	\$	0.28
\$	3.940	To \$	3.989	\$	0.29
\$	3.990	To \$	4.039	\$	0.30

Source: Transport Topics - DOE Regional Fuel Prices

<http://www.ttnews.com/fuel/national.aspx>

Exhibit 5.01

MUNICIPAL WASTE COLLECTORS

(To be noted hereon by the parties on the Effective Date.)

APPENDIX 10

**MOUNTAIN TOP/MILES BURG AND
PENNS VALLEY/EASTERN INTERVALLEY WASTESHED
SOLID WASTE DISPOSAL AGREEMENT**

THIS AGREEMENT entered into this 10 day of AUGUST, 2022 by and between the **CENTRE COUNTY RECYCLING AND REFUSE AUTHORITY**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (the "Centre Authority")

AND

The **CLINTON COUNTY SOLID WASTE AUTHORITY**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (the "Clinton Authority").

BACKGROUND

A. The Clinton Authority owns and operates the Wayne Township Landfill in Wayne Township, Clinton County, Pennsylvania which is permitted to accept municipal solid waste for disposal (the "Landfill").

B. The Centre Authority and Waste Management of Pennsylvania, Inc., have a municipal waste disposal agreement (the "Solid Waste Disposal Agreement") to provide municipal solid waste disposal services for ten (10) years beginning January 1, 2023, for all Centre County waste processed at the Centre Authority's Dale Summit Transfer Station.

C. The Centre Authority desires to have an alternative site for disposal of waste generated in the Mountaintop/Milesburg and Penns Valley/Eastern Intervalley Wastesheds as defined in the Centre County Pennsylvania Solid Waste Management Plan and as designated on the map attached hereto as Exhibit "A" and incorporated by this reference (the "Wastesheds") in the event that municipalities, residents or haulers doing business in the Wastesheds desire to dispose of municipal solid waste generated in the Wastesheds at the Clinton Authority's Landfill instead of disposing of such waste at the Centre Authority's transfer station.

D. The parties mutually desire to set forth the terms and conditions under which the Clinton Authority will accept and dispose of municipal solid waste generated in the Wastesheds following December 31, 2022.

NOW THEREFORE, in consideration of the foregoing, and intending to be legally bound, the parties agree as follows:

SECTION 1. DEFINITIONS

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

(a) “Change in Law.” A Change in Law means the occurrence after the date of this Agreement of: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation, judicial ruling, judgment or treaty or in the administration, interpretation, implementation or application by any governmental authority of any law, rule, regulation, guideline or treaty, or (c) the making or issuance by any governmental authority of any request, rule, guideline or directive, whether or not having the force of law.

(b) “Department.” The Department of Environmental Protection of the Commonwealth of Pennsylvania and its authorized representatives.

(c) “Environmental Laws” shall mean all federal, state or local laws, ordinances, rules, regulations or written policies now or hereafter existing which govern or otherwise relate to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of any Hazardous Substance.

(d) Hazardous Substance,” shall mean any flammable substances, explosives, radioactive materials, hazardous materials, hazardous waste, toxic substances, pollutants, pollution or any related material or substance specified in any of the Environmental Laws [including any hazardous substances defined in the Comprehensive Environmental Responses Compensation and Liability Act, 42 U.S.C. 39601 et seq. (“CERCLA”)] and asbestos and polychlorinated biphenyls. The obligation of the Clinton Authority under this paragraph shall survive any termination of this Agreement.

(e) “Hazardous Waste.” All waste defined or characterized as “Hazardous Waste” by statute, regulation of the Department or governmental entity with jurisdiction over the Clinton Authority’s landfill and any garbage, refuse, sludge from a water supply treatment plant, or air pollution control facility and other discarded material including solid, liquid, semisolid or contained gaseous material resulting from municipal, commercial, industrial, institutional, mining, or agricultural operations, and from community activities, or any combination of the above, 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, disposed of or otherwise managed.

(f) "Infectious Waste." Waste which is or may be contaminated by a disease-producing microorganism or material, or may harm or threaten human health. The term includes the following wastes:

(i) Wastes generated by hospitalized patients who are isolated, or on blood and body fluid precautions, in order to protect others from their severe and communicable disease.

(ii) Cultures and stocks of etiologic agents.

(iii) Animal waste blood and animal blood products which are known or are suspected to contain contagious zoonotic pathogens, and human waste blood and blood products.

(iv) Tissues, organs, body parts, blood and body fluids that are removed during surgery and autopsy.

(v) Wastes generated by surgery or autopsy of septic cases or patients with infectious diseases.

(vi) Wastes that were in contact with pathogens in any type of laboratory work, including collection containers, culture dishes, slides, plates and assemblies for diagnostic tests; and devices used to transfer, inoculate and mix cultures.

(vii) Broken glass that has been in contact with pathogenic organisms, hypodermic needles and syringes, suture needles, disposable razors, Pasteur pipettes and scalpel blades.

(viii) Wastes that were in contact with the blood of patients undergoing hemodialysis at hospitals or independent treatment centers.

(ix) Carcasses and body parts of animals exposed to contagious zoonotic pathogens.

(x) Animal bedding and other wastes that were in contact with animals suffering from contagious zoonotic diseases due to natural infection or laboratory research, and their excretions, secretions, carcasses or body parts.

(xi) Waste biological - for example, vaccines - produced by pharmaceutical companies for human or veterinary use.

(xii) Food and other products that are discarded because of contamination with etiologic agents.

(xiii) Equipment and equipment parts contaminated with etiologic agents.



(g) "Landfill." Clinton Authority's Wayne Township Landfill located in Wayne Township, Clinton County, Pennsylvania.

(h) "Municipal Waste." Any garbage, refuse, industrial lunchroom or office waste and other materials, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities and any sludge not meeting the definition of Residual Waste or Hazardous Waste from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. The term shall not include Source-separated Recyclable Materials, Infectious Waste, Residual Waste, Hazardous Waste, or any other waste not approved for disposal into the Landfill or alternate landfill pursuant to the Landfill's or alternate landfill's operating permit issued by the Department.

(i) "Municipal Waste Planning, Recycling and Waste Reduction Act" or "Waste Reduction Act." Act No. 101 of 1988, as amended, and Department regulations promulgated thereunder.

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

(k) "Residual Waste." Any garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, waste water treatment facility or air pollution control facility, provided that is not hazardous.

(l) "Solid Waste Management Act." Act 97 of 1980, Public Law 380, 35 Purdon's Statutes 6018.101, et seq., as amended, and Department regulations promulgated thereunder.

(m) "Source-separated recyclable materials." Materials that are separated from municipal waste at the point of origin for the purpose of recycling.

(n) "Wastesheds." The Mountaintop/Milesburg and Penns Valley/Eastern Intervally Wastesheds as defined in the Centre County Pennsylvania Solid Waste Management Plan and as designated on the map attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 2. SCOPE OF SERVICES.

(a) Effective Date. This Agreement shall be effective (the "Effective Date") on January 1, 2023. This Agreement shall remain in effect through the term hereof as set forth in Section 2(b), unless otherwise amended or terminated pursuant to Section 17 so long as it



complies with the Centre Authority Plan, as hereinafter defined in Section 10, duly approved and effective pursuant to the Municipal Waste Planning, Recycling and Waste Reduction Act.

(b) Term of Agreement. The term of this Agreement shall be ten (10) years unless terminated earlier by a party.

(c) Designated Wastes. During the term of this Agreement, the Clinton Authority shall receive and dispose of, at its Landfill any Municipal Waste generated in the Wastesheds and delivered to the Landfill by haulers operating in Centre County and approved by the Clinton Authority Hauling of Municipal Waste. The Clinton Authority shall not be responsible for the collection or transportation of Municipal Waste from the Wastesheds to the Landfill.

(d) Estimated Deliveries. On or before December 1 of each year during the term hereof, the parties shall set a minimum and maximum tonnage expected to be delivered to the Landfill under this Agreement for the next succeeding calendar year. Provided, however, that the fixing of such estimate shall be for planning purposes only and shall not obligate either Authority to deliver or pay for any minimum tonnage, and/or any minimum administrative fee.

SECTION 3. FEES

By November 15 of each year during the Term, the Clinton Authority shall set a per ton disposal rate that shall be applicable during the next succeeding calendar year and notify of Centre Authority of such rate. After receiving the proposed Clinton Authority rate, the Centre Authority will adjust the rate to reflect Centre Authority costs, and will notify Clinton Authority by December 1 of each year as to the total amount of the Centre Authority rate for those customers disposing of approved Centre Authority municipal waste at the Clinton Authority. The Clinton Authority's per ton rate and the Centre Authority's system fee may be adjusted during the year if such adjustment is necessitated by a Change in Law.

Clinton Authority shall assume all responsibility for collection of fees for waste originating in the Wastesheds and delivered by cash customers.

Should a hauler of waste originating in a Centre County Wasteshed fail/refuse to provide payment within forty-five (45) days of billing by the Centre Authority, the Centre Authority shall notify the delinquent hauler and suspend such hauler's dumping privileges at the Centre Authority's transfer station and the Landfill until the delinquency in payment has been satisfied. The Clinton Authority and the Centre Authority will cooperate with each other to suspend a delinquent hauler's dumping privileges until any delinquency in payment to either Authority is satisfied.

SECTION 4. HOURS OF OPERATION

The Clinton Authority shall accept Municipal Waste delivered pursuant to this Agreement to the Landfill during the hours of 7:00 a.m. to 4:00 p.m. on Monday through Friday and from 7:00 a.m. to 12:00 p.m. on Saturdays. Trucks on the Landfill site at or prior to 4:00 p.m. on Mondays through Friday and at or prior to 1:00 p.m. on Saturdays shall be allowed to unload, except when the DEP daily limit has been reached. The Clinton Authority shall have complete discretion in arranging to accept Municipal Waste under this Agreement during additional hours, Sunday through Saturday. Clinton Authority will be closed on certain standard holidays as determined by the Clinton Authority. Nevertheless, Clinton Authority reserves the right to open for such hours of operations as it deems appropriate on any holiday. Clinton Authority shall give to Centre Authority the same notice as to holiday closings and holiday operations as it is required to give to the Department.

SECTION 5. PERMITTED WASTE DELIVERY

All Municipal Waste to be disposed of pursuant to this Agreement must be delivered to the Landfill by haulers permitted by the Centre Authority and approved by the Clinton Authority. The Centre Authority shall provide to the Clinton Authority a list of such regulated and/or permitted haulers. The first list of permitted haulers shall be provided to Clinton Authority not less than 45 days prior to the Effective Date, and if Clinton Authority disapproves any of the haulers, it shall notify Centre Authority not less than 20 days prior to the Effective Date. The Centre Authority agrees to supplement and amend such list of permitted haulers on a regular basis throughout the term of this Agreement.

SECTION 6. TITLE

Title to Municipal Waste shall be vested in the Clinton Authority at the time the Municipal Waste is delivered to the Landfill and accepted by the Clinton Authority for disposal. Notwithstanding anything to the contrary herein, title to and legal responsibility and liability for waste not conforming with the definition of Municipal Waste herein ("Nonconforming Waste") shall at all times remain with the hauler delivering such Nonconforming Waste, or other third party generating such Nonconforming Waste, and title to such Nonconforming Waste shall not pass to the Clinton Authority.

Solely as an accommodation to the Centre Authority, at the Centre Authority's sole expense and upon such other terms and conditions as may be agreed by the Clinton Authority and the Centre Authority, the Clinton Authority may, at its sole discretion, attempt to arrange for the proper handling, storage and transportation of such Nonconforming Waste until such time as it has been returned to the hauler or other third party generating such Nonconforming Waste.

SECTION 7. ADMINISTRATIVE INSPECTIONS

Upon reasonable notice and during regular business hours, the Centre Authority and its authorized agents or employees shall have access to Clinton Authority logs and records pertaining to the quantities and sources of Municipal Waste delivered pursuant to this Agreement for the purpose of verifying compliance with the terms and conditions of the Agreement.

SECTION 8. INSURANCE REQUIREMENTS

The Clinton Authority agrees to furnish to the Centre Authority, upon request, certificates attesting to the maintenance, in full force and effect throughout the term of this Agreement and any extension thereto, of insurance evidencing coverage for environmental liability and a comprehensive general liability insurance policy providing continuous coverage against third party claims for property damage and personal injury, with policy limits of not less than Five Million (\$5,000,000.00) Dollars for combined coverage. The policy shall be issued by an insurer having a certificate of authority and a licensed agent authorized to transact the business of insurance in the Commonwealth by the Pennsylvania Insurance Department.

SECTION 9. MUNICIPAL WASTE MANAGEMENT PLAN

The Centre Authority understands and agrees that, pursuant to the Waste Reduction Act, Centre County, Pennsylvania (the "County") is required to submit to the Department an officially adopted municipal waste management plan (the "Plan") for Municipal Waste generated within the County. The Plan requires all waste collectors to transport all Municipal Waste generated within the County's Wastesheds to designated disposal facilities set forth in the Plan and permitted by the Department under the Solid Waste Management Act.

SECTION 10. INDEMNIFICATION

(a) The Centre Authority shall indemnify, hold harmless and defend the Clinton Authority against any and all loss, damage, suits, claims, liability and expenses (including without limitation reasonable litigation expense and legal fees) arising out of any claim for loss of or damage to property, including property of the Clinton Authority, and personal injury to or death of persons, including the employees of the Clinton Authority and the Centre Authority, which results from any act of omission of the Centre Authority, or its employees, contractors or agents, during the performance of this Agreement.

(b) The Clinton Authority hereby agrees to indemnify, hold harmless and defend the Centre Authority against any and all loss, damage, suits, claims, liability and expenses (including without limitation reasonable litigation expense and legal fees) arising out of any claim for loss of or damage to property, including property of the Centre Authority, and personal injury to or death of persons, including the employees of the Clinton Authority and the Centre Authority, which

results from any act or omission of the Clinton Authority, its employees, contractors or agents, during the performance of this Agreement.

(c) The Clinton Authority hereby agrees to indemnify, hold harmless and defend the Centre Authority against any and all loss, damage, suits, liability, expense, fines, penalties and assessments (including litigation expenses and legal fees) arising out of any claim for injury or death of any person and loss or damage to any property caused by sudden, accidental or non-sudden pollution, impairment or degradation of the environment resulting from (i) any act or omission of the Clinton Authority, its agents, employees and contractors in the operation of the Landfill, or (ii) the placement, deposit, disposal, burial or dumping of any Hazardous Waste, Infectious Waste or Residual Waste at the Landfill or (iii) the spilling, injection, leakage, release or other discharge of any Hazardous Substance from the Landfill into the environment (including streams, rivers and waterways), or (iv) any violation of any Environmental Laws or any federal, state or local laws, ordinances or regulations governing the operation of the Landfill; provided, however, that the indemnity provided for in this subsection (c) shall not apply to the extent that any such claim results from the delivery by the Centre Authority's licensees of any Nonconforming Waste to the Landfill.

(d) The Centre Authority agrees to indemnify, hold harmless and defend the Clinton Authority against any and all loss, damage, suits, liability, expense, fines, penalties and assessments (including litigation expenses and legal fees) arising out of any claim for injury or death of any person and loss or damage to any property caused by sudden, accidental or non-sudden pollution, impairment or degradation of the environment resulting from the delivery of Nonconforming Waste to the Landfill if such Nonconforming Waste originates in the Wastesheds, provided that such indemnification shall not apply to the extent that Clinton Authority has not have exercised reasonable diligence in the detection of the Nonconforming Waste and reasonable care in the handling and storage of the Nonconforming Waste at the Landfill, and the removal thereof from the Landfill.

SECTION 11. AUTHORIZATION

Each party to this Agreement represents and warrants to the other party that it is a body politic and corporate organized pursuant to the laws of the Commonwealth of Pennsylvania and, as such, has the power and authority to enter into this Agreement and to consummate the transactions contemplated thereby. Each party has taken all required official action at duly advertised and constituted public meetings to authorize the execution of this Agreement and all approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by a party of its obligations under this Agreement has been obtained.

SECTION 12. BINDING EFFECT

This Agreement shall be binding on the parties hereto and their respective successors and assigns.

SECTION 13. APPLICABLE LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SECTION 14. FORCE MAJEURE

Neither the Centre Authority nor the Clinton Authority shall be liable for the failure to perform its duties and obligation under this Agreement if such failure is the result of an Act of God, riot, insurrection, war, natural disaster, strikes, labor disputes, extraordinary weather conditions, legal action enjoining or threatening the carrying out of the activities hereunder, the denial, loss, suspension, interruption, expiration, termination or failure of renewal of any permit, license or governmental approval required to operate the Landfill, a Change in Law applicable to the Landfill or the Clinton Authority or the Centre Authority adversely affecting the Clinton Authority's or the Centre Authority's obligations hereunder or under any assignments, permits, licenses or approvals in effect as of the date hereof, the imposition of any material conditions on the issuance or renewal of any assignment, permit, license or approval for the Landfill after the date hereof which establish requirements adversely affecting the operation or use of the Landfill; or any other cause beyond the reasonable control of the Centre Authority or the Clinton Authority and which the Centre Authority or the Clinton Authority is unable to avoid by the exercise of reasonable diligence.

SECTION 15. SAVINGS CLAUSE

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 16. AMENDMENTS TO THE AGREEMENT; AGREEMENT TERMINATION

This Agreement shall not be amended except by a writing executed by both parties. This Agreement may be terminated by either party on ninety (90) days written notice to the other party.

SECTION 17. MERGER

This Agreement contains the sole and entire agreement and understanding of the Centre Authority and Clinton Authority with respect to the entire subject matter hereof. Any and all prior discussions, negotiations, commitments and understandings relating hereto are hereby merged herein. Provided that, nothing in this Section or this Agreement shall be construed as modifying, merging, amending or terminating the Solid Waste Disposal Agreement.

IN WITNESS WHEREOF, the Centre Authority and the Clinton Authority have caused this Agreement to be fully executed and their respective seals to be hereunto affixed and attested, as of the day and year first above written.

ATTEST:

Paul Joseph

CENTRE COUNTY RECYCLING AND
REFUSE AUTHORITY:

BY:

Paul Joseph

ATTEST:

JENNIFER PEARSON

CLINTON COUNTY SOLID WASTE
AUTHORITY:

BY:

Jay

EXHIBIT "A"
Municipal Wastesheds

MUNICIPALITY	WASTESHED	DESIGNATED DISPOSAL SITE OPTIONS
Rush Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Philipsburg Boro	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Philipsburg Boro	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Taylor Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Worth Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Huston Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Port Matilda Boro	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Burnside Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Snow Shoe Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Snow Shoe Boro	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Union Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Unionville Boro	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Boggs Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Milesburg Boro	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Curtin Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Liberty Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Howard Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Howard Boro	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Marion Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Walker Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Miles Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Gregg Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Penn Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Haines Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Millheim Boro	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Halfmoon Township	Transfer Station Only	Benner Township Transfer Station Only
Patton Township	Transfer Station Only	Spring Township Transfer Station Only
Ferguson Township	Transfer Station Only	Centre Hall Boro Transfer Station Only
Harris Township	Transfer Station Only	Bellefonte Boro Transfer Station Only
State College Boro	Transfer Station Only	
College Township	Transfer Station Only	

APPENDIX 11

**FRINGE AREA WASTESHED
SOLID WASTE DISPOSAL AGREEMENT**

THIS AGREEMENT entered into this 10 day of AUGUST, 2022 by and between the **CENTRE COUNTY RECYCLING AND REFUSE AUTHORITY**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania (the "Centre Authority")

AND

The **GREENTREE LANDFILL, LLC**, a Pennsylvania limited liability company (the "Greentree").

BACKGROUND

A. Greentree owns and operates the Greentree Landfill, 635 Toby Rd, Kersey, PA 15846, which is permitted to accept municipal solid waste for disposal (the "Landfill").

B. The Centre Authority and Waste Management of Pennsylvania, Inc., have a municipal waste disposal agreement (the "Solid Waste Disposal Agreement") to provide municipal solid waste disposal services for ten (10) years beginning January 1, 2023, for all Centre County waste processed at the Centre Authority's Dale Summit Transfer Station.

C. The Centre Authority desires to have an alternative site for disposal of waste generated in the Mountaintop/Milesburg and Penns Valley/Eastern Intervalley Wastesheds as defined in the Centre County Pennsylvania Solid Waste Management Plan and as designated on the map attached hereto as Exhibit "A" and incorporated by this reference (the "Wastesheds") in the event that municipalities, residents or haulers doing business in the Wastesheds desire to dispose of municipal solid waste generated in the Wastesheds at Greentree's Landfill instead of disposing of such waste at the Centre Authority's transfer station.

D. The parties mutually desire to set forth the terms and conditions under which Greentree will accept and dispose of municipal solid waste generated in the Wastesheds following December 31, 2022.

NOW THEREFORE, in consideration of the foregoing, and intending to be legally bound, the parties agree as follows:

SECTION 1. DEFINITIONS

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

(a) "Change in Law." A Change in Law means the occurrence after the date of this Agreement of: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling,

judgment or treaty, (b) any change in any law, rule, regulation, judicial ruling, judgment or treaty or in the administration, interpretation, implementation or application by any governmental authority of any law, rule, regulation, guideline or treaty, or (c) the making or issuance by any governmental authority of any request, rule, guideline or directive, whether or not having the force of law.

(b) “Department.” The Department of Environmental Protection of the Commonwealth of Pennsylvania and its authorized representatives.

(c) “Environmental Laws” shall mean all federal, state or local laws, ordinances, rules, regulations or written policies now or hereafter existing which govern or otherwise relate to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of any Hazardous Substance.

(d) Hazardous Substance,” shall mean any flammable substances, explosives, radioactive materials, hazardous materials, hazardous waste, toxic substances, pollutants, pollution or any related material or substance specified in any of the Environmental Laws [including any hazardous substances defined in the Comprehensive Environmental Responses Compensation and Liability Act, 42 U.S.C. 39601 et seq. (“CERCLA”)] and asbestos and polychlorinated biphenyls. The obligation of Greentree under this paragraph shall survive any termination of this Agreement.

(e) “Hazardous Waste.” All waste defined or characterized as “Hazardous Waste” by statute, regulation of the Department or governmental entity with jurisdiction over Greentree’s landfill and any garbage, refuse, sludge from a water supply treatment plant, or air pollution control facility and other discarded material including solid, liquid, semisolid or contained gaseous material resulting from municipal, commercial, industrial, institutional, mining, or agricultural operations, and from community activities, or any combination of the above, 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, disposed of or otherwise managed.

(f) “Infectious Waste.” Waste which is or may be contaminated by a disease-producing microorganism or material, or may harm or threaten human health. The term includes the following wastes:

(i) Wastes generated by hospitalized patients who are isolated, or on blood and body fluid precautions, in order to protect others from their severe and communicable disease.

(ii) Cultures and stocks of etiologic agents.

(iii) Animal waste blood and animal blood products which are known or are suspected to contain contagious zoonotic pathogens, and human waste blood and blood products.

(iv) Tissues, organs, body parts, blood and body fluids that are removed during surgery and autopsy.

(v) Wastes generated by surgery or autopsy of septic cases or patients with infectious diseases.

(vi) Wastes that were in contact with pathogens in any type of laboratory work, including collection containers, culture dishes, slides, plates and assemblies for diagnostic tests; and devices used to transfer, inoculate and mix cultures.

(vii) Broken glass that has been in contact with pathogenic organisms, hypodermic needles and syringes, suture needles, disposable razors, Pasteur pipettes and scalpel blades.

(viii) Wastes that were in contact with the blood of patients undergoing hemodialysis at hospitals or independent treatment centers.

(ix) Carcasses and body parts of animals exposed to contagious zoonotic pathogens.

(x) Animal bedding and other wastes that were in contact with animals suffering from contagious zoonotic diseases due to natural infection or laboratory research, and their excretions, secretions, carcasses or body parts.

(xi) Waste biological - for example, vaccines - produced by pharmaceutical companies for human or veterinary use.

(xii) Food and other products that are discarded because of contamination with etiologic agents.

(xiii) Equipment and equipment parts contaminated with etiologic agents.

(g) "Landfill." Greentree's Wayne Township Landfill located in Wayne Township, Clinton County, Pennsylvania.

(h) "Municipal Waste." Any garbage, refuse, industrial lunchroom or office waste and other materials, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities and any sludge not meeting the definition of Residual Waste or Hazardous Waste from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. The term shall not include Source-separated Recyclable Materials, Infectious Waste, Residual Waste, Hazardous Waste, or any other waste not approved for disposal

into the Landfill or alternate landfill pursuant to the Landfill's or alternate landfill's operating permit issued by the Department.

(i) "Municipal Waste Planning, Recycling and Waste Reduction Act" or "Waste Reduction Act." Act No. 101 of 1988, as amended, and Department regulations promulgated thereunder.

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

(k) "Residual Waste." Any garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, waste water treatment facility or air pollution control facility, provided that is not hazardous.

(l) "Solid Waste Management Act." Act 97 of 1980, Public Law 380, 35 Purdon's Statutes 6018.101, et seq., as amended, and Department regulations promulgated thereunder.

(m) "Source-separated recyclable materials." Materials that are separated from municipal waste at the point of origin for the purpose of recycling.

(n) "Wastesheds." The Mountaintop/Milesburg and Mo Valley/Port Matilda Wastesheds as defined in the Centre County Pennsylvania Solid Waste Management Plan and as designated on the map attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 2. SCOPE OF SERVICES.

(a) **Effective Date.** This Agreement shall be effective (the "Effective Date") on January 1, 2023. This Agreement shall remain in effect through the term hereof as set forth in Section 2(b), unless otherwise amended or terminated pursuant to Section 17 so long as it complies with the Centre Authority Plan, as hereinafter defined in Section 10, duly approved and effective pursuant to the Municipal Waste Planning, Recycling and Waste Reduction Act.

(b) **Term of Agreement.** The term of this Agreement shall be ten (10) years unless terminated earlier by a party.

(c) **Designated Wastes.** During the term of this Agreement, Greentree shall receive and dispose of, at its Landfill any Municipal Waste generated in the Wastesheds and delivered to the Landfill by haulers operating in Centre County and approved by Greentree Hauling of Municipal Waste. Greentree shall not be responsible for the collection or transportation of Municipal Waste from the Wastesheds to the Landfill.

(d) Estimated Deliveries. On or before December 1 of each year during the term hereof, the parties shall set a minimum and maximum tonnage expected to be delivered to the Landfill under this Agreement for the next succeeding calendar year. Provided, however, that the fixing of such estimate shall be for planning purposes only and shall not obligate either Authority to deliver or pay for any minimum tonnage, and/or any minimum administrative fee.

SECTION 3. FEES

By November 15 of each year during the Term, Greentree shall set a per ton disposal rate that shall be applicable during the next succeeding calendar year and notify of Centre Authority of such rate. At the commencement of this Agreement Greentree's per ton rate is 64.80. After receiving the proposed Greentree rate, the Centre Authority will adjust the rate to reflect Centre Authority costs, and will notify Greentree by December 1 of each year as to the total amount of the Centre Authority rate for those customers disposing of approved Centre Authority municipal waste at Greentree. Greentree's per ton rate and the Centre Authority's system fee may be adjusted during the year if such adjustment is necessitated by a Change in Law. For the year beginning on the Effective Date (calendar year 2023), Greentree's per ton fee is \$ 64.80 and the Centre Authority's system fee is _____.

Greentree shall assume all responsibility for collection of fees for waste originating in the Wastesheds and delivered by cash customers.

Should a hauler of waste originating in a Centre County Wasteshed fail/refuse to provide payment within forty-five (45) days of billing by the Centre Authority, the Centre Authority shall notify the delinquent hauler and suspend such hauler's dumping privileges at the Centre Authority's transfer station and the Landfill until the delinquency in payment has been satisfied. Greentree and the Centre Authority will cooperate with each other to suspend a delinquent hauler's dumping privileges until any delinquency in payment to either Authority is satisfied.



SECTION 4. HOURS OF OPERATION

Greentree shall accept Municipal Waste delivered pursuant to this Agreement to the Landfill during the hours of 8:00 a.m. to 4:00 p.m. on Monday through Friday and from 8:00 a.m. to 12:00 p.m. on Saturdays. Trucks on the Landfill site at or prior to 4:00 p.m. on Mondays through Friday ~~and at or prior to 12:00 p.m. on Saturdays shall be allowed to~~ unload. Greentree shall have complete discretion in arranging to accept Municipal Waste under this Agreement during additional hours, Sunday through Saturday. Greentree will be closed on certain standard holidays as determined by Greentree. Nevertheless, Greentree reserves the right to open for such hours of operations as it deems appropriate on any



holiday. Greentree shall give to Centre Authority the same notice as to holiday closings and holiday operations as it is required to give to the Department.

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All Municipal Waste to be disposed of pursuant to this Agreement must be delivered to the Landfill by haulers permitted by the Centre Authority and approved by Greentree. The Centre Authority shall provide to Greentree a list of such regulated and/or permitted haulers. The first list of permitted haulers shall be provided to Greentree not less than 45 days prior to the Effective Date, and if Greentree disapproves any of the haulers, it shall notify Centre Authority not less than 20 days prior to the Effective Date, The Centre Authority agrees to supplement and amend such list of permitted haulers on a regular basis throughout the term of this Agreement.

SECTION 6. TITLE

Title to Municipal Waste shall be vested in Greentree at the time the Municipal Waste is delivered to the Landfill and accepted by Greentree for disposal. Notwithstanding anything to the contrary herein, title to and legal responsibility and liability for waste not conforming with the definition of Municipal Waste herein (“Nonconforming Waste”) shall at all times remain with the hauler delivering such Nonconforming Waste, or other third party generating such Nonconforming Waste, and title to such Nonconforming Waste shall not pass to Greentree.

Solely as an accommodation to the Centre Authority, at the Centre Authority’s sole expense and upon such other terms and conditions as may be agreed by Greentree and the Centre Authority, Greentree may, at its sole discretion, attempt to arrange for the proper handling, storage and transportation of such Nonconforming Waste until such time as it has been returned to the hauler or other third party generating such Nonconforming Waste.

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Upon reasonable notice and during regular business hours, the Centre Authority and its authorized agents or employees shall have access to Greentree logs and records pertaining to the quantities and sources of Municipal Waste delivered pursuant to this Agreement for the purpose of verifying compliance with the terms and conditions of the Agreement.

SECTION 8. INSURANCE REQUIREMENTS

Greentree agrees to furnish to the Centre Authority, upon request, certificates attesting to the maintenance, in full force and effect throughout the term of this Agreement and any extension thereto, of insurance evidencing coverage for environmental liability and a comprehensive general liability insurance policy providing continuous coverage against

third party claims for property damage and personal injury, with policy limits of not less than Five Million (\$5,000,000.00) Dollars for combined coverage. The policy shall be issued by an insurer having a certificate of authority and a licensed agent authorized to transact the business of insurance in the Commonwealth by the Pennsylvania Insurance Department.

SECTION 9. MUNICIPAL WASTE MANAGEMENT PLAN

The parties understand and agree that, pursuant to the Waste Reduction Act, Centre County, Pennsylvania (the "County") is required to submit to the Department an officially adopted municipal waste management plan (the "Plan") for Municipal Waste generated within the County. The Plan requires all waste collectors to transport all Municipal Waste generated within the County's Wastesheds to designated disposal facilities set forth in the Plan and permitted by the Department under the Solid Waste Management Act.

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(a) The Centre Authority shall indemnify, hold harmless and defend Greentree against any and all loss, damage, suits, claims, liability and expenses (including without limitation reasonable litigation expense and legal fees) arising out of any claim for loss of or damage to property, including property of Greentree, and personal injury to or death of persons, including the employees of Greentree and the Centre Authority, which results from any act of omission of the Centre Authority, or its employees, contractors or agents, during the performance of this Agreement.

(b) Greentree hereby agrees to indemnify, hold harmless and defend the Centre Authority against any and all loss, damage, suits, claims, liability and expenses (including without limitation reasonable litigation expense and legal fees) arising out of any claim for loss of or damage to property, including property of the Centre Authority, and personal injury to or death of persons, including the employees of Greentree and the Centre Authority, which results from any act or omission of Greentree, its employees, contractors or agents, during the performance of this Agreement.

(c) Greentree hereby agrees to indemnify, hold harmless and defend the Centre Authority against any and all loss, damage, suits, liability, expense, fines, penalties and assessments (including litigation expenses and legal fees) arising out of any claim for injury or death of any person and loss or damage to any property caused by sudden, accidental or non-sudden pollution, impairment or degradation of the environment resulting from (i) any act or omission of Greentree, its agents, employees and contractors in the operation of the Landfill, or (ii) the placement, deposit, disposal, burial or dumping of any Hazardous Waste, Infectious Waste or Residual Waste at the Landfill or (iii) the spilling, injection, leakage, release or other discharge of any Hazardous Substance from the Landfill into the environment (including streams, rivers and waterways), or (iv) any violation of any Environmental Laws or any federal, state or local laws, ordinances or regulations governing the operation of the Landfill; provided, however, that the indemnity provided for in this subsection (c) shall not apply to the extent that any such claim results from the delivery by the Centre Authority's licensees of any Nonconforming Waste to the Landfill.

(d) The Centre Authority agrees to indemnify, hold harmless and defend Greentree against any and all loss, damage, suits, liability, expense, fines, penalties and assessments (including litigation expenses and legal fees) arising out of any claim for injury or death of any person and loss or damage to any property caused by sudden, accidental or non-sudden pollution, impairment or degradation of the environment resulting from the delivery of Nonconforming Waste to the Landfill if such Nonconforming Waste originates in the Wastesheds, provided that such indemnification shall not apply to the extent that Greentree has not exercised reasonable diligence in the detection of the Nonconforming Waste and reasonable care in the handling and storage of the Nonconforming Waste at the Landfill, and the removal thereof from the Landfill.

SECTION 11. AUTHORIZATION

Each party to this Agreement represents and warrants to the other party that it is authorized to do business in the Commonwealth of Pennsylvania and has the power and authority to enter into this Agreement and to consummate the transactions contemplated thereby. Each party has taken all required official action to authorize the execution of this Agreement and all approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by a party of its obligations under this Agreement has been obtained.

SECTION 12. BINDING EFFECT

This Agreement shall be binding on the parties hereto and their respective successors and assigns.

SECTION 13. APPLICABLE LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SECTION 14. FORCE MAJEURE

Neither the Centre Authority nor Greentree shall be liable for the failure to perform its duties and obligation under this Agreement if such failure is the result of an Act of God, riot, insurrection, war, natural disaster, strikes, labor disputes, extraordinary weather conditions, legal action enjoining or threatening the carrying out of the activities hereunder, the denial, loss, suspension, interruption, expiration, termination or failure of renewal of any permit, license or governmental approval required to operate the Landfill, a Change in Law applicable to the Landfill or Greentree or the Centre Authority adversely affecting Greentree's or the Centre Authority's obligations hereunder or under any assignments, permits, licenses or approvals in effect as of the date hereof, the imposition of any material conditions on the issuance or renewal of any assignment, permit, license or approval for the Landfill after the date hereof which establish requirements adversely affecting the operation

or use of the Landfill; or any other cause beyond the reasonable control of the Centre Authority or Greentree and which the Centre Authority or Greentree is unable to avoid by the exercise of reasonable diligence.

SECTION 15. SAVINGS CLAUSE

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 16. AMENDMENTS TO THE AGREEMENT; AGREEMENT TERMINATION

This Agreement shall not be amended except by a writing executed by both parties. This Agreement may be terminated by either party on ninety (90) days written notice to the other party.

SECTION 17. MERGER

This Agreement contains the sole and entire agreement and understanding of the Centre Authority and Greentree with respect to the entire subject matter hereof. Any and all prior discussions, negotiations, commitments and understandings relating hereto are hereby merged herein. Provided that, nothing in this Section or this Agreement shall be construed as modifying, merging, amending or terminating the Solid Waste Disposal Agreement.

IN WITNESS WHEREOF, the Centre Authority and Greentree have caused this Agreement to be fully executed and their respective seals to be hereunto affixed and attested, as of the day and year first above written.

ATTEST:



ATTEST:



CENTRE COUNTY RECYCLING AND
REFUSE AUTHORITY:

BY: 

GREETREE LANDFILL, LLC:

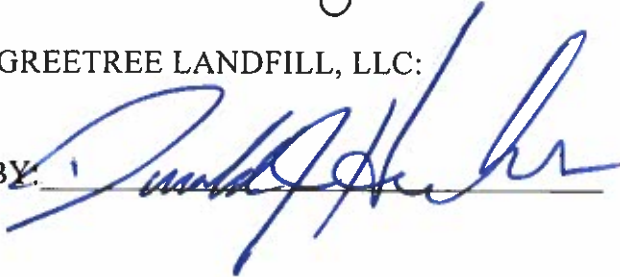
BY: 

EXHIBIT "A"
Municipal Wastesheds

MUNICIPALITY	WASTESHED	DESIGNATED DISPOSAL SITE OPTIONS
Rush Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Philipsburg Boro	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Philipsburg Boro	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Taylor Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Worth Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Huston Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Port Matilda Boro	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Burnside Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Snow Shoe Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Snow Shoe Boro	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Union Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Unionville Boro	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Boggs Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Milesburg Boro	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Curtin Township	Penns Valley/E.Intervalley	Clinton Landfill or Transfer Station
Liberty Township	Penns Valley/E.Intervalley	Clinton Landfill or Transfer Station
Howard Township	Penns Valley/E.Intervalley	Clinton Landfill or Transfer Station
Howard Boro	Penns Valley/E.Intervalley	Clinton Landfill or Transfer Station
Marion Township	Penns Valley/E.Intervalley	Clinton Landfill or Transfer Station
Walker Township	Penns Valley/E.Intervalley	Clinton Landfill or Transfer Station
Miles Township	Penns Valley/E.Intervalley	Clinton Landfill or Transfer Station
Gregg Township	Penns Valley/E.Intervalley	Clinton Landfill or Transfer Station
Penn Township	Penns Valley/E.Intervalley	Clinton Landfill or Transfer Station
Haines Township	Penns Valley/E.Intervalley	Clinton Landfill or Transfer Station
Millheim Boro	Penns Valley/E.Intervalley	Clinton Landfill or Transfer Station
Halfmoon Township	Transfer Station Only	Benner Township Transfer Station Only
Patton Township	Transfer Station Only	Spring Township Transfer Station Only
Ferguson Township	Transfer Station Only	Centre Hall Boro Transfer Station Only
Harris Township	Transfer Station Only	Bellefonte Boro Transfer Station Only
State College Boro	Transfer Station Only	
College Township	Transfer Station Only	
Potter Township	Transfer Station Only	

APPENDIX 12

BOARD OF COUNTY COMMISSIONERS
COUNTY OF CENTRE
COMMONWEALTH OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA
SECOND AMENDED AND RESTATED
MUNICIPAL WASTE MANAGEMENT ORDINANCE

ORDINANCE 3 of 2022

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

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

WHEREAS, Act 101 requires the County to prepare and obtain approval of a solid waste management plan within two years of the effective date of Act 101 and at certain intervals thereafter; and

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

WHEREAS, Centre County established the Centre County Solid Waste Authority, now known as the Centre County Recycling and Refuse Authority, on May 12, 1971, under the provisions of the Municipal Authorities Act, as amended, 53 Pa.C.S. Section 5601; and

WHEREAS, the County and Centre County Recycling and Refuse Authority (“Centre

Authority”), in furtherance of the requirements imposed on the County by Act 101, have entered into a number of written agreements which empower and require Centre Authority, inter alia, to fulfill certain duties of the County under Act 101, including assisting the County in the preparation of the required “Municipal Waste Management Plan ”; and

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

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

WHEREAS, the County desires as part of its Plan to adopt an anti-litter program within the County so as to protect the health, safety, and welfare of its citizens and to encourage respect for the environment; and

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

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

WHEREAS, the requirements imposed on the County by Act 101, and delegated, in part, to Centre Authority, required the enactment of a municipal waste management

ordinance which was amended and restated in Ordinance Number 3 of 2003; and

WHEREAS, the Centre Authority, in connection with updating the Plan, has recommended that the County adopt this Second Amended and Restated Municipal Waste Management Ordinance.

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

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

- (a) "Act 97". The Solid waste Management Act, Act of July 7, 1980, P.S. 380, No. 97, 35 P.S. §6018.101 et. seq., as now or later amended.
- (b) "Act 101". The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, 53 P.S. §4000.101 et. seq. as now or later amended.
- (c) "Act 14". Littering Act, Act of March 13, 1990, 75 P.S. §4903 as now or later amended.
- (d) "Act 47". Rubbish Scattering Act, Act of May 31, 1990, 18 P.S. §6501 as now or later amended.
- (e) "Centre Authority". The Centre County Recycling and Refuse Authority, a municipal authority incorporated by the County and organized and existing under the Municipality Authorities Act, as amended.
- (f) "Centre Authority Rules and Regulations". The rules and regulations adopted and revised from time to time by Centre Authority.
- (g) "County". The County of Centre, Commonwealth of Pennsylvania.
- (h) "Existing Contract". Any contract of any Municipality, for the storage, collection, transportation, processing or disposal of Regulated Municipal Waste or Source Separated Recyclable Materials generated or located within the County which
- (i) was legally entered into, (ii) when entered into was legally enforceable, and (iii) was in

force on September 26, 1988 or prior to the adoption, pursuant to Act 101, of the County's original Solid Waste Plan of 1990, excluding renewals of such contracts.

(i) "Local Litter Program". A program implemented under Act 14 of 1990 by Centre County to reduce litter, encourage recycling, and impose fines for violation of said Act or this ordinance.

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

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

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

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

(n) "Plan". The Centre County Waste Management Plan, as now approved and later amended.

(o) "Recycling". The collection, separation, recovery and sale or reuse of metals, glass,

paper, leaf waste, plastics and other materials which would otherwise be disposed of or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the creation of energy.

(p) “Recycling Facility”. A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term “Recycling Facility” shall not mean transfer stations or landfills for solid waste or resource recovery facilities. This term shall include the plural form.

(q) “Rules and Regulations.” Rules and Regulations shall have the meaning set forth in Section 5 of this Ordinance.

(r) “Regulated Municipal Waste”. Any Municipal Waste generated or collected within the County or any Municipal Waste brought into the County.

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

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

Section 2. Amended and Restated Ordinance. This ordinance shall constitute an amended and restated municipal waste management ordinance which replaces and supercedes Centre County, Pennsylvania ordinance #3 of 2003.

Section 3. Implementation. Centre County shall have the power and its duty shall be to implement the Plan and this Ordinance. The County may delegate to Centre Authority, from

time to time, by written agreement or resolution accepted by Centre Authority, any power, duty or authority County possesses under law, the Plan, or this Ordinance.

Section 4. Waste Flow Control.

(a) All Regulated Municipal Waste shall be transported to and delivered to a Municipal Waste Facility designated by the Centre Authority from time to time. No person shall transport or deliver, or cause to be transported or delivered, Regulated Municipal Waste to a solid waste processing or disposal facility other than a Municipal Waste Facility unless:

- (i) such transport or delivery is expressly provided for in the approved Plan;
- (ii) such transport or delivery is expressly provided for in properly adopted Rules and Regulations of the Centre Authority; or
- (iii) otherwise authorized in writing by the Centre Authority.

(b) All Source Separated Recyclable Materials shall be transported to and delivered to a Recycling Facility designated by the Centre Authority from time to time. No person shall transport or deliver, or cause to be transported or delivered, Source Separated Recyclable Materials to a Recycling Facility unless:

- (i) such transport or delivery is expressly provided for in the approved Plan;
- (ii) such transport or delivery is expressly provided for in properly adopted Rules and Regulations of the Centre Authority; or
- (iii) otherwise authorized in writing by the Centre Authority.

Section 5. Centre Authority Rules and Regulations

(a) In order to carry forth the powers and its duties to implement the Plan and this Ordinance, Centre Authority shall have the power in its discretion to adopt and enforce Centre Authority Rules and Regulations, but only after due notice as required by Section 16 of this Ordinance.

(b) Centre Authority Rules and Regulations shall be consistent with the approved Centre

County Solid Waste Management Plan and the Municipal Waste Management Ordinance, and at a minimum:

- (i) identify those categories of materials from Regulated Municipal Waste which shall be subject to site designation;
- (ii) identify the Municipal Waste Facility for each selected category of Regulated Municipal Waste upon a municipality-by-municipality basis or upon a hauler-by-hauler basis, or upon some other reasonable basis;
- (iii) specify such predisposal processing, separation or other requirements as are deemed necessary or convenient for the protection of public health and safety and the efficient, effective, reliable and safe operation of a Municipal Waste Facility, and the System;
- (iv) govern the record and reporting requirements and any other matters deemed necessary or convenient by Centre Authority for the protection of public health and safety and the efficient, effective, reliable and safe operation of a Facility and the System, which authority shall include; without limitation:
 - (A) establishing fees for use of the System; and
 - (B) establishing fees and penalties for violations of Centre Authority Rules and Regulations (which fees and penalties may be established as determined by Centre Authority in an amount designed to protect the public health and safety of the System and to compensate Centre Authority for the costs, damages and lost revenues related to any such violation);
- (v) Identify areas of operation and customers of haulers who operate within or outside Centre County to assure compliance with Act 101 and this Ordinance;
- (vi) set forth operating procedures for any Municipal Waste Facility operated by Centre Authority;

(vii) set forth the implementation of a County recycling program of such scope as shall be set forth therein;

(viii) prohibit the dumping of Regulated Municipal Waste or any Municipal Waste as defined by Act 101 at any site or location not authorized as a Municipal Waste Facility by the Centre County Municipal Waste Plan, or as otherwise authorized in writing by the Centre Authority; and

(ix) assist in the enforcement of anti-littering and anti-rubbish scattering statutes, ordinances, rules and regulations.

(c) Centre Authority Rules and Regulations shall ensure the efficient, effective, reliable and safe operation of the System. All fees shall be reasonable and uniform, provided, however, that different fees may be charged for:

(i) different categories of Regulated Municipal Waste as established by Centre Authority;

(ii) different points of entry into the System;

(iii) Split Delivery and Direct Delivery

(d) When permitted by the Plan, contracted waste may be delivered directly to a municipal waste facility in or Centre County by haulers in accordance with rules and regulations promulgated by Centre Authority. The term "delivered directly" means that Municipal Waste is delivered to a municipal waste facility without first being delivered to the Centre County Recycling and Refuse Authority Transfer Station for subsequent delivery to a Municipal Waste Facility.

(e) Municipal waste delivered directly to the Municipal Waste Facility in or outside Centre County by a hauler authorized by Centre Authority who has met the requirements of the Rules and Regulations of Centre Authority shall be billed by Centre Authority and shall pay the disposal fee as established by Centre Authority. Each hauler who

collects contracted municipal waste in Centre County and any neighboring county who elects to deliver municipal waste collected in Centre County directly to the Municipal Waste Facility shall be required not less than forty-five (45) days prior to the first day of the next business year to declare to Centre Authority, based upon Centre Authority's Rules and Regulations, the percentage of municipal waste to be collected from each county.

Section 6. Existing Contracts.

(a) Nothing in this Ordinance shall be construed to impair the obligations of any Existing Contracts.

(b) No renewal or modification of any Existing Contracts, and no new contract of any Municipality for the storage, collection, transportation, processing or disposal of Regulated Municipal Waste shall be entered into after the effective date of this Ordinance unless such renewal, modification, or new contract shall be approved by Centre Authority and shall conform to the requirements of the Plan, this Ordinance and all Centre Authority Rules and Regulations.

Section 7. Recycling.

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

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

(c) Centre Authority may implement a recycling fee schedule for the collection, processing, and recycling activities provided for by this Ordinance.

Section 8. No Additional Facilities. No additional municipal waste landfills, incinerators, waste disposal facility, processing facility, resource recovery facility, recycling facility, or facilities of similar nature shall be located within the County unless such facility is provided for in the Plan or approved by Centre Authority.

Section 9. Littering. In order to end the objectionable practice of littering the countryside, and to eliminate health and sanitation problems due to improper disposition of litter, it shall be unlawful for any person, whether or not licensed to collect and transport municipal waste within or without Centre County, to store, process, or dispose of municipal waste, residual waste, construction waste, and/or industrial waste at any place other than in an approved or designated location as provided by law.

Section 10. Unlawful Activity. It shall be unlawful for any person to store, collect, transport, process, or dispose of Regulated Municipal Waste, except in accordance with the provisions of this ordinance or the Rules and Regulations of Centre Authority. It shall be unlawful for any Person to violate, or cause, permit, or assist in the violation of any provision of this Ordinance or any provision of Centre Authority Rules and Regulations. All unlawful conduct shall also constitute a public nuisance and may be abated as such.

Section 11. Penalty. Any Person violating any provision of this Ordinance, or any provision of the Centre Authority Rules and Regulations, shall, upon conviction thereof in a summary proceeding, be sentenced for each violation to pay a fine not exceeding \$1,000 and costs of prosecution or to undergo imprisonment in the County prison for a period not to exceed thirty (30) days, or both. Each violation of any provision of this Ordinance or of any provision of the Centre Authority Rules and Regulations, and each day that such a violation shall exist, shall constitute a separate violation and offense and may be punishable as a separate

violation.

Section 12. Enforcement and Prosecution.

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

(b) In the event Centre Authority shall be unable or unwilling to carry forth its obligations under Section 13(a) above, the County or its designee shall administer and enforce the provisions of this Ordinance.

Section 13. Injunctive Relief. In addition to any other remedy provided in this Ordinance, the County or Centre Authority may jointly or severally institute proceedings to restrain any violation of, or to require compliance with, this Ordinance, Centre Authority Rules and Regulations, and/or the Plan.

Section 14. Concurrent Remedies. The penalties and remedies set forth in this Ordinance are in addition to, not in lieu of, any fines, penalties or remedies provided in Centre Authority Rules and Regulations. The existence or exercise of any remedy shall not prevent the County or Centre Authority from exercising any other remedy (a) provided under (i) this Ordinance or (ii) Centre Authority Rules or Regulations or (b) available at law or equity.

Section 15. Notice. At least thirty (30) days prior to the effective date of any Centre Authority Rules and Regulations, Centre Authority shall (a) forward a copy of proposed Centre Authority Rules and Regulations to the County and to each Municipality, and to all haulers known to Centre Authority to operate within the County, and (b) publish in a newspaper of general circulation within the County a notice that a copy of proposed Centre Authority Rules and Regulations are available for public review and comment.

Section 16. Severability. The provisions of this Ordinance are severable. If any provision of this Ordinance or its application to any Person or circumstance is held

invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision or application of this Ordinance.

Section 17. Effective Date. This Ordinance shall become effective in accordance with applicable law.

ORDAINED and ENACTED this 20th day of September 2022, by the Board of Commissioners of the County of Centre in lawful session duly assembled.

CENTRE COUNTY BOARD OF COMMISSIONERS




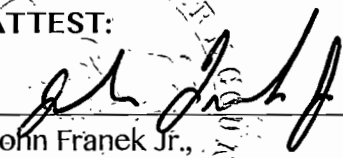
Michael Pipe, Chair



Mark Higgins, Commissioner



Steven G. Dershem, Commissioner


ATTEST:


John Franek Jr.,
Administrator

APPENDIX 13

CENTRE COUNTY RECYCLING & REFUSE AUTHORITY

RULES AND REGULATIONS

EFFECTIVE April 28, 2008

CENTRE COUNTY RECYCLING & REFUSE AUTHORITY

RULES AND REGULATIONS

AUTHORITY AND PURPOSE

These Rules and Regulations have been adopted by the Centre County Recycling & Refuse Authority ("CCRRA") under the authority granted by the County of Centre, the Solid Waste Management Act, as amended ("Act 97") and the Municipal Waste Planning, Recycling and Waste Reduction Act, as amended ("Act 101").

The purpose of these Rules and Regulations is to protect the health and welfare of the residents of Centre County and to provide a means whereby CCRRA can effectively and efficiently (a) manage the storage, collection, transportation, processing and disposal of solid waste generated in Centre County and (b) carry forth its duties, obligations and responsibilities to implement the 1990 Centre County Solid Waste Management Plan as now or hereafter revised or amended.

DEFINITIONS

As used in these Rules and Regulations, the following terms shall have the following meanings:

Asbestos Waste - Friable - A portion of Regulated Municipal Waste consisting of asbestos extracted from asbestos ore and containing more than 1% asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dried. Friable Asbestos Waste is a Special Handling Waste.

Asbestos Waste - Non-Friable - A portion of Regulated Municipal Waste consisting of material that contains asbestos extracted from asbestos ore that cannot with hand pressure be crumbled, pulverized or reduced to powder when dried. Non-Friable Asbestos Waste includes transite board, siding, asbestos shingles and floor tiles. Asbestos Waste generated from residential sources are considered to be Non-Friable.

Ash Residue - Non-hazardous residue from municipal waste incinerator. Ash residue is a special handling waste.

Bulky Waste - A portion of Regulated Municipal Waste consisting of large items which cannot be handled by CCRRA's normal collection, processing or disposal methods. Bulky Waste includes, without limitation, large auto parts; machinery; boats; recreational vehicles; furniture; etc. White goods are not considered Bulky Waste.

CCRRA Facility - Any Facility owned or operated by or on behalf of CCRRA.

Chemotherapeutic Waste - A portion of Solid Waste resulting from the production or use of antineoplastic agents used for the purpose of stopping or reversing the growth of malignant cells. Chemotherapeutic Waste does not include Waste containing antineoplastic agents that are Hazardous Waste. Chemotherapeutic Waste is Unacceptable Waste.

Commercial Account Agreement - A contract between the CCRRA and a Commercial Hauler whereby the Commercial Hauler agrees to participate in the CCRRA's Commercial Account Program and comply with all requirements established by the CCRRA for the Commercial Account Program.

Commercial Account Program - A program administered by the CCRRA wherein (1) any Commercial Hauler who signs a Commercial Account Agreement will be issued a unique sticker for each vehicle used by the Commercial Hauler to deliver Municipal Waste to the CCRRA's Municipal Waste Facility, and (2) the Commercial Hauler will be billed periodically for all Municipal Waste it delivers to the Centre Authority's Municipal Waste Facility.

Commercial Hauler means: (i) Any person with commercial account privileges at the CCRRA as of December 31, 2007; (ii) any person who delivers or expects to deliver more than five (5) tons of waste to the CCRRA's transfer station during any calendar year; or (iii) any

person who, for profit or remuneration of any kind, collects and disposes of municipal waste of any other person.

Construction/Demolition Waste - A portion of Regulated Municipal Waste resulting from the construction or demolition of buildings and other structures, including wood, plaster, drywall and Wallboard, metals, asphaltic substances, bricks, block and unsegregated concrete. The term also includes dredging waste, grubbing waste, street sweepings and Non-Friable Asbestos Waste. The term does not include the following if they are separate from other Waste and used as clean fill:

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

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

Contaminated Soil - A portion of Regulated Municipal Waste consisting of hydrocarbon contaminated earth or fill, typically generated due to a spill or leak. Contaminated Soil is a Special Handling Waste.

DEP - The Pennsylvania Department of Environmental Protection.

Facility - Any specific site or Person designated by CCRRA as the specific place or site or Person to which Municipal Waste or any portion of Municipal Waste must or may be delivered; or in the absence of a specific site or Person being designated by CCRRA, any approved site for the delivery of any category of Municipal Waste. An approved site for the purposes of this definition will mean either a site located outside the Commonwealth of Pennsylvania or a site that (a) has acquired all applicable local, state and federal permits, (b) is operating in accordance with all applicable local, state and federal laws and regulations and any orders or decrees of any court or governmental body, (c) provides CCRRA with such data and information as CCRRA requests, including without limitation (i) the quantity, type, source and date of receipt of Municipal Waste that were generated in Centre County and delivered to the site, (ii) proof that the site is in compliance with (a) and (b) above, and (d) is approved by CCRRA.

Generator - A Person who produces or creates any Solid Waste.

Hazardous Waste - Garbage, refuse, sludge from an industrial or other wastewater treatment plant, sludge from a water supply treatment plant or air pollution control facility and other discarded material including solid, liquid, semisolid or contained gaseous material resulting from municipal, commercial, industrial, institutional, mining or agricultural operations, and from community activities, or a combination of these factors, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:

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

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

The term does not include (a) coal refuse as defined in the Coal Refuse Disposal Control Act (52 U.S.C.A. §§ 30.51-30.62), (b) treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance with a valid permit issued under the Clean Streams Law (35 P.S. §§ 691.1-691.1001), (c) solid or dissolved material in domestic sewage, (d) solid dissolved materials in irrigation return flows, (e) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act (33 U.S.C.A. § 1342) or (f) source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C.A. §§ 2011-2394). Hazardous Waste is Unacceptable Waste.

Household Hazardous Waste - A portion of Regulated Municipal Waste that would be considered hazardous under Act 97 but for the fact that it is produced in quantities smaller than those regulated as Hazardous Waste under Act 97 and is generated by Persons not otherwise covered as Hazardous Waste Generators by Act 97. Household Hazardous Waste includes the following materials and other materials of a similar nature:

- (i) Anti-freeze
- (ii) Batteries
- (iii) Chlorinated hydrocarbons
- (iv) Gasoline and kerosene
- (v) Grease and rust solvents
- (vi) Oven, toilet and drain cleaners
- (vii) Paints, rust preventatives, stains and wood preservatives
- (viii) Pesticides, fungicides, herbicides, insecticides, rodenticides, roach and ant killers
- (ix) Photographic and pool chemicals
- (x) Thinners, solvents and furniture strippers
- (xi) Transmission and brake fluids
- (xii) Used oil or other hydrocarbon based lubricants
- (xiii) Wood, metal, rug and upholstery cleaners and polishes

Infectious/Pathological Waste - A portion of Solid Waste which, unless processed, disposed, stored, collected or transported in accordance with DEP Regulations, is or may be contaminated by disease-producing micro-organisms or material, or may harm or threaten human health. The term includes the following Waste unless generated in households:

(i) Wastes generated by hospitalized patients who are isolated, or on blood or body fluid precautions, in order to protect others from communicable disease.

(ii) Cultures and stocks of etiologic agents.

(iii) Animal waste blood and animal blood products which are known or are suspected to contain contagious zoonotic pathogens, and human waste blood and blood products.

(iv) Tissues, organs, body parts, blood and body fluids that are removed during surgery and autopsy.

(v) Wastes generated by surgery or autopsy of septic cases or patients with infectious diseases.

(vi) Wastes that were in contact with pathogens in any type of laboratory work, including collection containers, culture dishes, slides, plates and assemblies for diagnostic tests and devices used to transfer, inoculate and mix cultures.

(vii) Sharps.

(viii) Wastes that were in contact with the blood of patients undergoing hemodialysis at hospitals or independent treatment centers.

(ix) Carcasses and body parts of animals exposed to contagious zoonotic pathogens.

(x) Animal bedding and other Wastes that were in contact with animals suffering from contagious zoonotic diseases due to natural infection or laboratory research, and their excretions, secretions, carcasses or body parts.

(xi) Waste biologicals - for example, vaccines - produced by pharmaceutical companies for human or veterinary use.

(xii) Food and other products that are discarded because of contamination with etiologic agents.

(xiii) Equipment and equipment parts contaminated with etiologic agents.

Infectious/Pathological Waste is Unacceptable Waste.

Intermediate Processing Facility - The intermediate processing facility owned by CCRRA and located in College Township, Centre County, Pennsylvania.

Landfill - The landfill(s) identified in the Centre County Solid Waste Management Plan or other-wise specified by the CCRRA.

Person - Any individual, firm, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties. In any provisions of these rules and regulations prescribing a fine, penalty, or other enforcement action, or any combination of the foregoing, the term "Person" shall include the officers and directors of any corporation or other legal entity have officers and directors.

Plan - The 1990 Centre County Solid Waste Management Plan as amended or modified.

Processed Infectious/Pathological Waste - A portion of Regulated Municipal Waste consisting of Infectious/Pathological Waste which has been rendered non-infectious by sterilization, incineration or other equally effective processing technique. Processed Infectious/Pathological Waste is a Special Handling Waste.

Putrescible Waste - Putrescible Waste is a portion of Regulated Municipal Waste consisting of organic waste materials which due to biological decomposition are, or have a tendency to be, rotten, foul, or odorous, including dead animals and spoiled foods but not including Sludge.

Recycling or Recycled - The collection, separation, recovery and marketing of Source Separated Recyclable Materials which would otherwise be disposed of or processed as Regulated Municipal Waste.

Refuse - All miscellaneous waste material not otherwise included herein and which results from ordinary conduct of business or a household.

Regulated Municipal Waste - Any Solid Waste generated or collected within Centre County, or any other approved service area, which is garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid, or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities, and any Sludge not meeting the definition of Residual or Hazardous Waste 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 Unacceptable Waste.

Residual Waste - Any garbage, refuse, other discarded material or other Waste, including solid, liquid, semisolid or contained gaseous materials 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, provided that it is not hazardous. The term does not include (a) coal refuse as defined in the Coal Refuse Disposal

Control Act or (b) treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance with a valid permit issued under the Clean Streams Law.

Salvaging - The controlled removal of material from a Solid Waste storage, collection, transportation, processing or disposal site or facility.

Scavenging - The uncontrolled removal of material from a Solid Waste storage, collection, transportation, processing or disposal site or facility; and/or the uncontrolled removal of material from an Authority recycling container.

Sludge - Sludge is a portion of Regulated Municipal Waste consisting of solid, semisolid, or liquid waste generated from a municipal, commercial or industrial waste treatment facility or wastewater treatment plant, water supply treatment plant or air pollution control facility, exclusive of the treated effluent from a wastewater treatment plant. Sludge includes coarse screenings, grit and dewatered or air-dried sludge, septic and holding tank pumpings and other residues from a residential, municipal, commercial or institutional water supply treatment plant, wastewater treatment plant, or air pollution control facility. Sludge does not include any materials that are Residual Waste or Hazardous Waste. Sludge is a Special Handling Waste.

Solid Waste or Waste - Any waste, including but not limited to, Municipal, Residual or Hazardous Waste, including solid, liquid, semisolid or contained gaseous materials resulting from municipal, industrial, commercial, agricultural and residential activities.

Source Separate or Source Separation - The process of separating, or the separation of, Source Separated Recyclable Materials from other Solid Waste at the location where generated for the purpose of Recycling.

Source Separated Recyclable Materials - Materials that (i) are separated from Regulated Municipal Waste at the location where generated in accordance with these Rules and Regulations and (ii) are Recycled. Source Separated Recyclable Materials are limited to the following:

- (i) Clear Glass
- (ii) Colored Glass
- (iii) Steel and Bimetallic Cans
- (iv) Aluminum Cans
- (v) Aluminum Scrap
- (vi) Ferrous Scrap
- (vii) Newsprint

- (viii) Office Paper
- (ix) Corrugated Cardboard
- (x) Plastic
- (xi) Other material designated by CCRRA as a Source Separated Recyclable

Material

Special Handling Waste - A portion of Regulated Municipal Waste which consists of Sludge, Processed Infectious/Pathological Waste, Ash Residue, Contaminated Soil and Friable Asbestos Waste.

Transfer Station - The transfer station owned by CCRRA and located on Transfer Road, College Township, Pennsylvania. Mailing address: CCRRA, 253 Transfer Road, Bellefonte, PA 16823.

Unacceptable Waste - The following types of Solid Waste are Unacceptable Waste:

- (i) Chemotherapeutic Waste
- (ii) Drums, barrels, buckets and paint cans unless lids have been removed and interiors are cleaned free of any residue
- (iii) Explosives and Ordinance Materials
- (iv) Gas Cylinders
- (v) Hazardous Waste
- (vi) Infectious/Pathological Waste
- (vii) Liquid Waste (i.e., containing less than 20% solids by weight or flowable)
- (viii) Radioactive materials
- (ix) Solid Waste generated outside of Centre County, unless specifically approved by the CCRRA.

White Goods - A portion of Regulated Municipal Waste consisting of large appliances (i.e., weighing more than fifty pounds) including the following:

- (i) Air Conditioners
- (ii) Clothes Washing and Drying Machines

- (iii) Dish Washers
- (iv) Furnaces and Electrical Heaters
- (v) Hot Water Heaters
- (vi) Refrigerators and Freezers
- (vii) Stoves and Ovens

I. WASTE CATEGORIES, DISPOSITION, FEES

The following paragraphs describe various categories of Regulated Municipal Waste and their disposition within CCRRA's solid waste management system.

A. REGULATED MUNICIPAL WASTES

1. REFUSE

Refuse is that portion of Regulated Municipal Waste excepting:

- (a) Bulky Waste
- (b) Nonprocessable Construction/Demolition Waste
- (c) Household Hazardous Waste
- (d) Special Handling Waste
 - (i) Ash Residue
 - (ii) Contaminated Soil
 - (iii) Friable Asbestos Waste
 - (iv) Processed Infectious/Pathological Waste
 - (v) Sludge

2. SPECIAL HANDLING WASTE

- (a) Processed Infectious/Pathological Waste

No Processed Infectious/Pathological Waste will be accepted at the Transfer Station.

B. SOURCE SEPARATED RECYCLABLE MATERIALS

Source Separated Recyclables may be delivered to CCRRA Facilities as described below or may be delivered to any approved Facility, in accordance with the Centre County Solid Waste Management Plan. If delivered to a CCRRA Facility, at the time of delivery, each type of Source Separated Recyclable Material shall be segregated from other Waste (including other types of Source Separated Recyclable Materials) unless co-mingling is expressly permitted by the Authority.

1. TIRES

Any load containing tires may be delivered to the Transfer Station or Intermediate Processing Facility, except large tractor or loader tires or large loads of car tires which will require CCRRA's prior approval. All tires must be unloaded in designated tire unloading areas.

2. WHITE GOODS

White Goods are that portion of Regulated Municipal Waste consisting of large appliances (*i.e.*, weighing more than fifty pounds) including the following:

- (a) Air Conditioners
- (b) Clothes Washing and Drying Machines
- (c) Dish Washers
- (d) Furnaces and Electrical Heaters
- (e) Hot Water Heaters
- (f) Refrigerators and Freezers
- (g) Stoves and Ovens

Any load containing White Goods may be delivered to the Transfer Station. All White Goods must be unloaded in the designated White Goods unloading area.

3. GLASS - CLEAR

Source Separated Clear Glass may be delivered to the Intermediate Processing Facility. Clear Glass must be separated from Colored Glass.

4. GLASS - COLORED

Source Separated Colored Glass may be delivered to the Intermediate Processing Facility. Colored Glass (green and brown) may not be mixed together, and Colored Glass must be kept separate from Clear Glass.

5. STEEL AND BIMETALLIC CANS

Source Separated Steel and Bimetallic Cans may be delivered to the Intermediate Processing Facility. Steel and Bimetallic Cans may be mixed with Aluminum Cans.

6. ALUMINUM CANS

Source Separated Aluminum Cans may be delivered to the Intermediate Processing Facility. Aluminum Cans may be mixed with Steel and Bimetallic Cans.

7. NEWSPAPER

Source Separated newspaper may be delivered to the Intermediate Processing Facility.

8. CORRUGATED CARDBOARD

Source Separated corrugated cardboard may be delivered to the Intermediate Processing Facility.

9. OTHER RECYCLABLE PAPER

Other Source Separated paper may be delivered to the Intermediate Processing Facility as designated by the CCRRA Recycling Program from time to time.

II. SITE DESIGNATION

A. All Regulated Municipal Waste, excepting Household Hazardous Waste and Special Handling Waste shall be transported directly from the point of collection and be delivered at regular intervals, either by the Generator or a Commercial Hauler, in accordance with these Rules and Regulations, to: 1. a Facility located outside of the Commonwealth of Pennsylvania; or 2. an approved CCRRA Facility without any intervening storage, transfer, unloading, processing, sorting, salvaging, scavenging, or reuse. If a Generator transports Regulated Municipal Waste for disposal, the Generator shall keep contemporaneous records substantiating that such Regulated Municipal Waste has been properly disposed of in accordance with these Rules and Regulations.

B. Household Hazardous Waste, Special Handling Waste, Unacceptable Waste, and Residual Waste shall be transported from the point of collection and be delivered in accordance with these Rules and Regulations to an approved Facility.

C. Notwithstanding any provisions in these Rules and Regulations to the contrary, CCRRA may change the site designation for any Waste.

D. If Regulated Municipal Waste is delivered to a Facility outside of the Commonwealth of Pennsylvania, the Generator or Person transporting such Regulated Municipal Waste shall notify the CCRRA of the destination of such waste and furnish copies of weigh-slips therefore to the CCRRA.

III. COMMERCIAL ACCOUNT PROGRAM

A. In order to obtain a rate discount and deferred-billing privileges, Commercial Haulers will be required to participate in CCRRA's Commercial Account Program.

B. To participate in the Commercial Account Program, a Commercial Hauler must sign a Commercial Account Agreement.

C. Each vehicle used by a Commercial Hauler that signs up for the Commercial Account Program shall be issued a unique sticker to be placed on the vehicle. The sticker will be used at the Transfer Station to identify and bill each load passing across the Transfer Station scales.

IV. OTHER OBLIGATIONS

A. Upon the request of CCRRA, any Generator of Regulated Municipal Waste shall provide CCRRA with accurate and verifiable documentation of the types, quantities, and disposition that such generator transported, or had transported, to any location other than a CCRRA Facility. In the absence of such documentation all such materials shall be conclusively presumed to be Waste that was collected or delivered in contravention of these Rules and Regulations.

B. If any hauler adds or changes municipalities of origin, they must notify the CCRRA within 5 days.

C. Haulers are responsible for having their own trucks and roll-off containers clearly identified to meet DEP Requirements.

V. ENFORCEMENT

Denial of Disposal Privilege - The CCRRA may deny disposal privileges to any hauler not in compliance with these Rules and Regulations.

VI. FEES

A. Tipping fees for Regulated Municipal Waste may be set annually by CCRRA.

B. If statement charges (including penalty fees) are not paid within 15 days from the date of the statement, CCRRA may at its option do any or all of the following: (a) revoke charge account privileges; and (b) apply the account security on account of the unpaid account balance. If charge account privileges are revoked, an account security may be required for reinstatement of charge account privileges.

VII. LIABILITY

If a Person transports Regulated Municipal Waste: (except for Household Hazardous Waste, Special Handling Waste and Unacceptable Waste) to any location other than; A. a CCRRA Facility without the prior written approval of CCRRA; or B. an out of state Facility, a tipping fee will be charged to the Generator or the Person hauling such waste in the same amount that would have been charged if the waste had been delivered to the designated CCRRA Facilities. The Generator and the Person hauling the waste shall be jointly and severally liable to CCRRA for the tipping fee.

Any person delivering unacceptable waste to a CCRRA Facility will be responsible, in addition to payment of the applicable tipping fee, for the removal of the unacceptable waste from the site, clean-up and remediation of any damages resulting from such delivery, and reimbursement of all costs and damages incurred by CCRRA as a result of such delivery.

VIII. VIOLATIONS AND PENALTIES

A. The Generator and the Person operating the vehicles shall be responsible and accountable for any non-compliance with the Rules and Regulations, including reimbursing CCRRA for all fees and any and all costs and damages incurred by CCRRA as a result of such violation.

B. In addition to the fees as provided in these Rules and Regulations, in the event of any violation of these Rules and Regulations, CCRRA may:

1. suspend the privilege of using CCRRA Facilities of the Person driving or operating the violating vehicle; and
2. take such other action as CCRRA shall deem to be appropriate.

C. Unlawful Disposition of Municipal Waste

It shall be unlawful for any person to bring any municipal solid waste into Centre County or to transport municipal solid waste, from one address to another in the county for the purpose of taking advantage of the collection service to avoid the cost of collection and disposal.

D. Unlawful Use of Recycling Containers

It shall be unlawful to deposit any material other than that designated and approved of by the CENTRE COUNTY RECYCLING & REFUSE AUTHORITY in recycling containers, and the material must be source separated as indicated on the container.

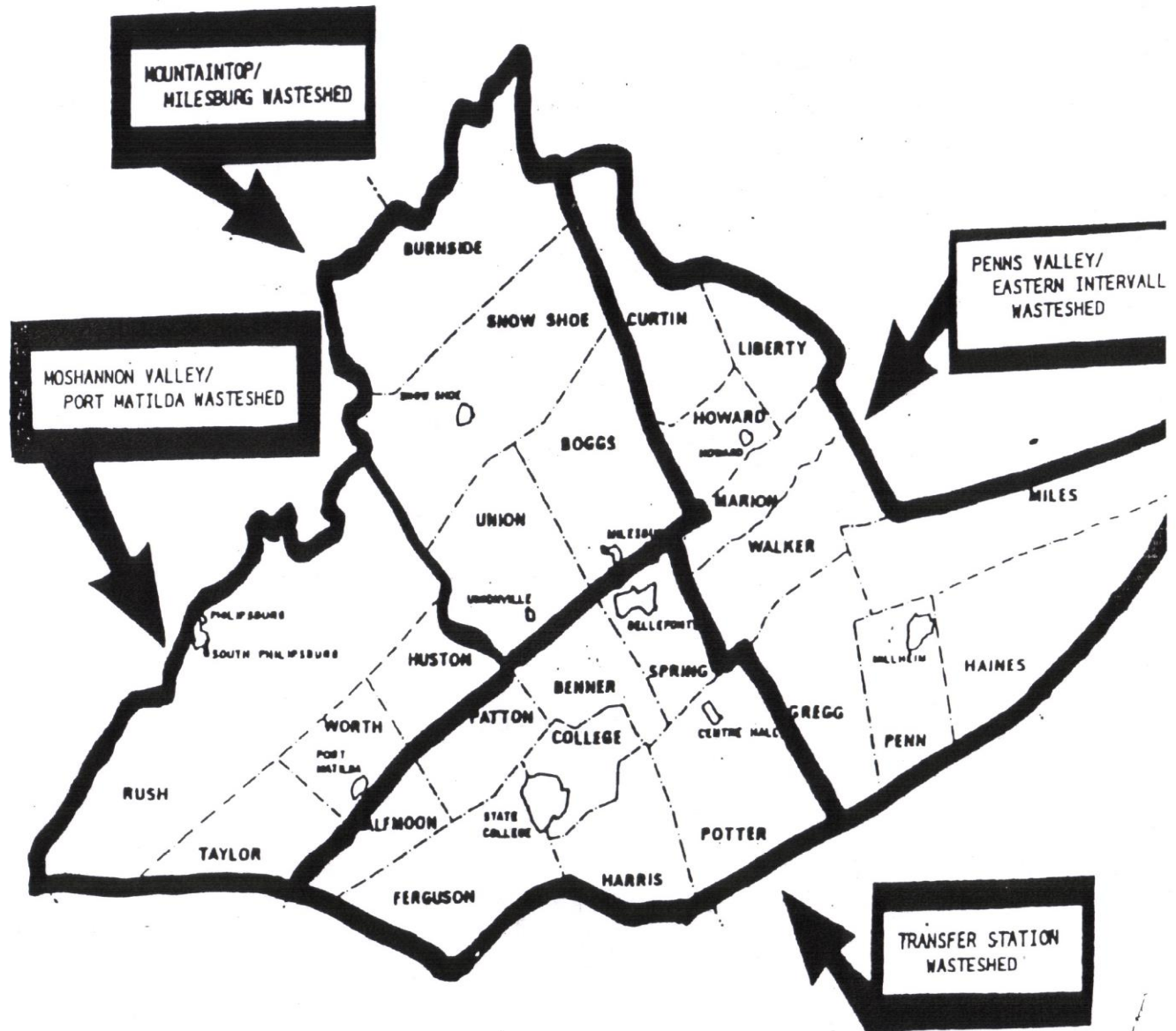
It shall be unlawful to remove any such recyclable materials as specified in the Centre County Municipal Waste Management Ordinance from any recycling containers owned or serviced by the CENTRE COUNTY RECYCLING & REFUSE AUTHORITY.

Except as otherwise provided in these Rules and Regulations, waste from the below listed municipalities shall be disposed of at the following disposal sites.

<u>MUNICIPALITY OPTIONS</u>	<u>WASTESHED</u>	<u>DESIGNATED DISPOSAL SITE</u>
Rush Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Philipsburg Boro	MoValley/Port Matilda	Greentree Landfill or Transfer Station
S. Philipsburg Boro	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Taylor Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Worth Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Huston Township	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Port Matilda Boro	MoValley/Port Matilda	Greentree Landfill or Transfer Station
Burnside Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Snow Shoe Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Snow Shoe Boro	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Union Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Unionville Boro	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Boggs Township	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Milesburg Boro	Mountaintop/Milesburg	Greentree, Clinton or Transfer Station
Curtin Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Liberty Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Howard Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Howard Boro	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Marion Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Walker Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station

Miles Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Gregg Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Penn Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Haines Township	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station
Millheim Boro	Penns Valley/E. Intervalley	Clinton Landfill or Transfer Station

Halfmoon Township	Transfer Station	Transfer Station only
Patton Township	Transfer Station	Transfer Station only
Ferguson Township	Transfer Station	Transfer Station only
State College Boro	Transfer Station	Transfer Station only
College Township	Transfer Station	Transfer Station only
Benner Township	Transfer Station	Transfer Station only
Spring Township	Transfer Station	Transfer Station only
Bellefonte Boro	Transfer Station	Transfer Station only
Harris Township	Transfer Station	Transfer Station only
Potter Township	Transfer Station	Transfer Station only
Centre Hall Boro	Transfer Station	Transfer Station only



CCRRA OPERATING AND SAFETY RULES

Salvaging and Scavenging is prohibited at CCRRA Facilities except with the prior written approval of CCRRA's Executive Director.

Children under 18 years of age must remain in vehicles at all times at CCRRA Facilities.

Smoking is prohibited at CCRRA Facilities except in designated smoking areas.

Alcoholic beverages or intoxicated individuals are prohibited at CCRRA Facilities.

Loitering and solicitation are prohibited at CCRRA Facilities.

All vehicles are subject to the direction of CCRRA Personnel.

All vehicles using CCRRA Facilities must obey all road signs and posted speed limits. Where no speed limit is posted, the maximum speed will be five (5) miles per hour. Safe and courteous driving practices are to be followed at all times.

Vehicles may not be left for extended periods of time at CCRRA Facilities without prior CCRRA approval.

All sorting and separation of Waste by a hauler must be performed at designated areas and not in the tipping areas.

Waste must be bagged to prevent material from falling off vehicles or, if not bagged, waste must be covered with a tarp to keep from falling off the truck while on Transfer Station property. While traveling the highways, all DEP and PennDOT rules and regulations apply.

All trucks must unload Waste off the rear of the vehicle in designated tipping areas. Unloading of vehicles off the sides is prohibited unless otherwise authorized by CCRRA Personnel.

No vehicles will be allowed to discharge Waste through the tailgate unless otherwise authorized by CCRRA Personnel. All tailgates must be removable, lay down or swing to the side.

All passengers must be in the cab of the vehicle upon arrival at the scale. Riding on the bed or tailgate between the scale and tipping areas or during unloading is prohibited.

All vehicles are required to leave a minimum of three feet between vehicles during unloading at the Transfer Station and Intermediate Processing Facility.

Any vehicle and the contents of vehicles or containers are subject to inspection at any time by CCRRA.

VIOLATORS OF THE OPERATING AND SAFETY RULES SHALL BE SUBJECT TO THE SAME PENALTIES AS PROVIDED IN SECTION VIII OF THE RULES AND REGULATIONS.

OPERATING HOURS

1. The Transfer Station will be open for the delivery of Waste between the hours of 8:00 a.m. to 4:00 p.m., Monday through Saturday.
2. The Intermediate Processing Facility will be open for the delivery of recyclable material between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.
3. Holidays observed at the Transfer Station and Intermediate Processing Facility will be:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

1st Day of Antlered Deer

Christmas

In the event a holiday falls on Saturday, it will be observed on Friday. If it falls on Sunday, it will be observed on Monday.

4. Operating Hours may be altered from time to time without notice as deemed necessary or appropriate by the CCRRA.

APPENDIX 14

Centre Co. Recycling & Refuse Authority
Statement of Earnings
12 Periods Ended 12/31/2017

AUDITED

	Current YTD
Revenue:	
TIPPING FEES TRANSFER STATION	6,936,364.85
FORM U WASTE	32,911.74
REVENUE WOOD RECYCLING	18,647.15
TIPPING FEES DIRECT TO CLINTON	192,274.04
TIPPING FEES DIRECT TO GREENTREE	18,920.28
RECYCLING FEES	1,685,958.89
TIPPING FEES RECYCLING	140,993.00
GRANTS	654,331.83
REVENUE TIRES	34,608.54
REVENUE WHITE GOODS	162,892.15
REVENUE VINYL SIDING	289.60
REVENUE ELECTRONICS	20.00
GREEN GLASS	3,604.60
CLEAR GLASS	29,853.60
BROWN GLASS	3,605.19
ALUMINUM	270,491.94
BI METAL/STEEL	62,534.14
PLASTICS	280,894.75
MIXED PAPER	194,372.90
OTHER PAPER	1,073.00
OCC	725,984.54
BAGGED COMPOST	2,518.70
	11,453,145.43
 Cost of sales:	
GREENTREE LANDFILL DIRECT	10,922.24
GREENTREE LANDFILL TRANSFER	2,203,055.24
WOOD WASTE DISPOSAL	4,950.00
CLINTON LANDFILL DIRECT	144,684.42
COMPOST EXPENSE	1,200.00
RECYCLED TIRES	38,508.90
ELECTRONICS DISPOSAL	18,356.10
MO VALLEY CLOSURE EXPENSE	28,211.80
TRUCKING	1,466,386.83
OPERATING SUPPLIES	11,066.22
	3,927,341.75
Gross profit	7,525,803.68
 Costs and expenses:	
SALARIES & WAGES TRANSFER	355,907.02
SALARIES & WAGES CURBSIDE	146,937.97
SALARIES & WAGES COMMERCIAL	173,733.61
SALARIES & WAGES DROP OFF	151,482.35
SALARIES & WAGES PROCESSING	708,723.36
SALARIES & WAGES ADMINSTR	523,246.19
SALARIES & WAGES COG CURBSIDE	512,103.72
SALARIES & WAGES OCC	79,020.45
SALARIES & WAGES CURBSIDE OTHER	130,284.54
SALARIES & WAGES OPERATIONS	76,705.43
SALARIES & WAGES VEH MAINT	109,177.88
LABOR OVERTIME	115,857.51
PA UNEMPLOYMENT COMP	24,712.97
WORKER'S COMPENSATION	166,986.99
HEALTH INSURANCE	746,923.45
HEALTH REIMBURSEMENT ACCOUNT	86,276.04
SOCIAL SECURITY	234,802.23
RETIREMENT	109,730.26
PENSION PLAN	85,141.18
LIFE INSURANCE	9,929.56

LONG TERM DISABILITY	17,512.89
UNIFORM RENTAL	13,817.29
SAFETY CLOTHING	3,864.98
ELECTRIC	55,958.38
TELEPHONE	20,270.42
WATER/SEWER	2,635.76
GAS/HEATING	30,881.22
VEHICLE & MARINE INSURANCE	62,424.00
OTHER INSURANCE	84,561.01
ENGINEERING	21,358.00
LEGAL SERVICES	26,112.80
AUDIT	16,500.00
LEACHATE SAMPLING	1,155.00
COMPUTER CONSULTANTS	17,044.30
OTHER CONSULTANTS	19,745.09
SCALE MAINTENANCE	5,021.60
MISC. LICENSES	2,375.98
TRACTORS & BACKHOE	15,248.80
AUTOS & PICKUP	524.37
FORKLIFT LOADER	26,009.48
TRUCK & TRAILER PARTS	16,961.29
OIL FUEL & GREASE	226,841.31
REPAIRS & MAINTENANCE	95,620.89
TIRES	25,749.86
HHW EXPENSE	97,007.79
SHOP TOOLS & SAFETY EQUIPMENT	1,938.48
POSTAGE	5,717.40
PRINTING	2,977.68
OFFICE SUPPLIES	7,458.19
LEGAL ADVERTISING	329.58
COMPUTER EXPENSE	57,209.83
CLEANING EXPENSE	4,184.64
TRAVEL/SEMINARS/DUES	57,380.57
COPY EXPENSE	7,328.00
PUBLIC EDUCATION	48,534.44
REFUSE ENFORCEMENT	73.05
EDUCATION ENDOWMENT	25,705.51
ILLEGAL DUMP FUND	25,705.51
INTEREST EXP FULTON BANK LOAN TRANS	38,541.95
INTEREST EXP FULTON BANK LOAN RECYC	102,398.85
DEPRECIATION	1,073,963.00
BAD DEBTS	(21.75)
CUSTOMER DISCOUNTS	16,566.19
MISCELLANEOUS	56,916.88
CUSTOMER APPRECIATION DAY	4,426.10
BANK FEES	3,298.81
CREDIT CARD EXPENSE	10,169.02
RECYCLING REIMBURSEMENT	69,620.00
	<u>7,073,307.15</u>
Earnings (loss) from operations	452,496.53
Other income and expenses:	
INTEREST FULTON HRA ACCOUNT	1.22
INTEREST FULTON HHW ACCOUNT	4.74
INTEREST FULTON CRIM ACCOUNT	8,174.13
INTEREST FULTON HHW CRIM ACCOUNT	4,047.80
INTEREST FULTON MAIN OP ACCT	156.93
FINANCE CHARGE	7,251.31
FREON REMOVAL	694.46
REFUSE PENALTIES	15,840.31
GAIN ON SALE OF ASSETS	39,700.00
CNG LEASE	12,000.00
CNG SALES REBATE	13,451.18
FOOTBALL REVENUE	10,028.00
MISCELLANEOUS INCOME	7,430.93
	<u>118,781.01</u>
Net earnings (loss) for period	<u>571,277.54</u>

Centre Co. Recycling & Refuse Authority
Statement of Earnings
12 Periods Ended 12/31/2018

Audited

	Current YTD
Revenue:	
TIPPING FEES TRANSFER STATION	7,651,249.60
FORM U WASTE	28,972.86
REVENUE WOOD RECYCLING	22,339.15
TIPPING FEES DIRECT TO CLINTON	199,672.75
TIPPING FEES DIRECT TO GREENTREE	15,318.47
RECYCLING FEES	1,699,718.04
TIPPING FEES RECYCLING	152,363.16
GRANTS	603,774.37
REVENUE TIRES	42,579.55
REVENUE WHITE GOODS	201,787.11
REVENUE VINYL SIDING	170.00
SECURITY BREACH AND INS REIMBURSEMI	235,945.76
GREEN GLASS	2,970.45
CLEAR GLASS	31,537.80
BROWN GLASS	3,731.79
ALUMINUM	256,386.90
BI METAL/STEEL	82,794.35
PLASTICS	316,149.21
MIXED PAPER	30,724.95
OTHER PAPER	723.00
OCC	435,112.70
BAGGED COMPOST	2,150.80
	12,016,172.77
Cost of sales:	
GREENTREE LANDFILL DIRECT	8,359.36
GREENTREE LANDFILL TRANSFER	2,483,740.17
WOOD WASTE DISPOSAL	6,820.00
CLINTON LANDFILL DIRECT	151,363.30
COMPOST EXPENSE	1,600.00
RECYCLED TIRES	45,871.20
ELECTRONICS DISPOSAL	13,878.60
TRUCKING	1,609,147.71
OPERATING SUPPLIES	24,902.26
	4,345,682.60
Gross profit	7,670,490.17
Costs and expenses:	
SALARIES & WAGES TRANSFER	383,478.12
SALARIES & WAGES CURBSIDE	166,439.06
SALARIES & WAGES COMMERCIAL	183,642.58
SALARIES & WAGES DROP OFF	152,718.28
SALARIES & WAGES PROCESSING	738,290.59
SALARIES & WAGES ADMINSTR	549,294.98
SALARIES & WAGES COG CURBSIDE	513,794.31
SALARIES & WAGES OCC	88,086.70
SALARIES & WAGES CURBSIDE OTHER	151,922.44
SALARIES & WAGES OPERATIONS	71,244.31
SALARIES & WAGES VEH MAINT	127,332.61
LABOR OVERTIME	139,384.14
PA UNEMPLOYMENT COMP	27,292.86
WORKER'S COMPENSATION	148,287.23
HEALTH INSURANCE	807,706.64
HEALTH REIMBURSEMENT ACCOUNT	101,107.22
SOCIAL SECURITY	250,300.95
RETIREMENT	118,463.47
PENSION PLAN	84,786.77
LIFE INSURANCE	10,281.03
LONG TERM DISABILITY	18,284.04

UNIFORM RENTAL	14,203.85
SAFETY CLOTHING	7,796.44
ELECTRIC	45,430.98
TELEPHONE	20,231.83
WATER/SEWER	3,312.20
GAS/HEATING	34,920.83
VEHICLE & MARINE INSURANCE	66,786.00
OTHER INSURANCE	82,939.00
ENGINEERING	1,128.81
LEGAL SERVICES	30,502.70
AUDIT	16,700.00
LEACHATE SAMPLING	4,850.73
COMPUTER CONSULTANTS	71,747.06
OTHER CONSULTANTS	132,018.05
SCALE MAINTENANCE	4,545.84
MISC. LICENSES	1,207.41
TRACTORS & BACKHOE	32,386.03
AUTOS & PICKUP	1,972.40
FORKLIFT LOADER	86,387.02
TRUCK & TRAILER PARTS	18,347.82
OIL FUEL & GREASE	262,751.89
REPAIRS & MAINTENANCE	173,573.43
TIRES	28,156.28
HHW EXPENSE	99,972.75
SHOP TOOLS & SAFETY EQUIPMENT	977.90
EQUIPMENT RENTAL	7,733.97
POSTAGE	4,636.26
PRINTING	7,368.12
OFFICE SUPPLIES	10,542.99
LEGAL ADVERTISING	1,385.80
COMPUTER EXPENSE	64,477.14
CLEANING EXPENSE	13,677.80
TRAVEL/SEMINARS/DUES	46,107.26
COPY EXPENSE	7,471.90
PUBLIC EDUCATION	61,771.06
REFUSE ENFORCEMENT	558.50
EDUCATION ENDOWMENT	28,405.55
ILLEGAL DUMP FUND	28,447.55
KEEP CENTRE CO BEAUTIFUL	118.84
INTEREST EXP FULTON BANK LOAN TRANS	24,314.09
INTEREST EXP FULTON BANK LOAN RECYC	108,199.85
DEPRECIATION	1,165,503.00
BAD DEBTS	404.79
CUSTOMER DISCOUNTS	16,252.36
MISCELLANEOUS	38,027.78
CUSTOMER APPRECIATION DAY	6,790.99
BANK FEES	3,196.97
CREDIT CARD EXPENSE	19,257.68
RECYCLING REIMBURSEMENT	98,395.46
	<u>7,838,031.29</u>

Earnings (loss) from operations (167,541.12)

Other income and expenses:

INTEREST FULTON HRA ACCOUNT	1.26
INTEREST FULTON HHW ACCOUNT	8.90
INTEREST FULTON CRIM ACCOUNT	12,536.05
INTEREST FULTON HHW CRIM ACCOUNT	7,754.82
INTEREST FULTON MAIN OP ACCT	161.98
INTEREST FULTON MAIN OP ACCT 3	127.44
INTEREST FULTON HRA ACCOUNT 2	0.93
INTEREST FULTON HHW ACCOUNT 2	18.61
FINANCE CHARGE	4,264.55
FREON REMOVAL	838.29
REFUSE PENALTIES	20,445.44
CNG LEASE	12,000.00
CNG SALES REBATE	28,167.97
FOOTBALL REVENUE	9,556.00
MISCELLANEOUS INCOME	5,767.37
	<u>101,649.61</u>

Net earnings (loss) for period (65,891.51)

Centre Co. Recycling & Refuse Authority
Statement of Earnings
12 Periods Ended 12/31/2019

AUDITED

	Current YTD
Revenue:	
TIPPING FEES TRANSFER STATION	8,083,107.73
FORM U WASTE	27,570.70
REVENUE WOOD RECYCLING	17,746.43
TIPPING FEES DIRECT TO CLINTON	243,387.60
TIPPING FEES DIRECT TO GREENTREE	15,742.35
RECYCLING FEES	1,896,148.12
TIPPING FEES RECYCLING	252,355.28
GRANTS	734,642.74
REVENUE TIRES	45,969.50
REVENUE WHITE GOODS	160,461.53
REVENUE VINYL SIDING	411.80
NEWSPRINT	57,675.10
GREEN GLASS	2,704.40
CLEAR GLASS	31,019.45
BROWN GLASS	3,335.76
ALUMINUM	199,764.57
BI METAL/STEEL	52,327.57
PLASTICS	208,779.15
MIXED PAPER	5,392.73
OTHER PAPER	2,002.00
OCC	238,069.08
BAGGED COMPOST	(90.56)
	12,278,523.03
Cost of sales:	
GREENTREE LANDFILL DIRECT	8,798.48
GREENTREE LANDFILL TRANSFER	2,740,873.30
WOOD WASTE DISPOSAL	10,338.05
CLINTON LANDFILL DIRECT	177,555.06
COMPOST EXPENSE	1,200.00
PAPER EXPENSE	5,586.03
RECYCLED TIRES	45,861.35
ELECTRONICS DISPOSAL	11,261.40
FREON REMOVAL	665.63
TRUCKING	1,759,860.40
OPERATING SUPPLIES	14,708.53
	4,776,708.23
Gross profit	7,501,814.80
Costs and expenses:	
SALARIES & WAGES TRANSFER	403,238.29
SALARIES & WAGES CURBSIDE	190,265.05
SALARIES & WAGES COMMERCIAL	199,626.80
SALARIES & WAGES DROP OFF	180,506.56
SALARIES & WAGES PROCESSING	807,061.27
SALARIES & WAGES ADMINSTR	572,903.68
SALARIES & WAGES COG CURBSIDE	484,736.01
SALARIES & WAGES OCC	84,434.33
SALARIES & WAGES CURBSIDE OTHER	165,638.88
SALARIES & WAGES OPERATIONS	100,895.68
SALARIES & WAGES VEH MAINT	134,363.80
LABOR OVERTIME	158,598.38
PA UNEMPLOYMENT COMP	25,986.88
WORKER'S COMPENSATION	170,304.00
HEALTH INSURANCE	943,839.09
HEALTH REIMBURSEMENT ACCOUNT	89,216.17
SOCIAL SECURITY	262,705.59
RETIREMENT	130,985.02
PENSION PLAN	138,101.12
LIFE INSURANCE	9,212.13

LONG TERM DISABILITY	18,612.51
UNIFORM RENTAL	13,945.05
SAFETY CLOTHING	8,421.30
ELECTRIC	44,811.87
TELEPHONE	19,506.46
WATER/SEWER	3,692.50
GAS/HEATING	35,466.63
VEHICLE & MARINE INSURANCE	64,777.00
OTHER INSURANCE	92,655.00
LEGAL SERVICES	27,919.26
AUDIT	16,900.00
LEACHATE SAMPLING	1,260.00
COMPUTER CONSULTANTS	61,082.39
OTHER CONSULTANTS	30,785.05
SCALE MAINTENANCE	6,094.08
MISC. LICENSES	912.15
TRACTORS & BACKHOE	47,041.13
AUTOS & PICKUP	803.39
FORKLIFT LOADER	87,656.77
TRUCK & TRAILER PARTS	31,481.16
OIL FUEL & GREASE	248,292.19
REPAIRS & MAINTENANCE	60,285.22
TIRES	39,196.54
HHW EXPENSE	90,583.28
SHOP TOOLS & SAFETY EQUIPMENT	3,959.60
EQUIPMENT RENTAL	2,038.45
POSTAGE	6,900.28
PRINTING	3,855.56
OFFICE SUPPLIES	8,314.05
LEGAL ADVERTISING	1,202.04
COMPUTER EXPENSE	51,576.75
CLEANING EXPENSE	12,510.02
TRAVEL/SEMINARS/DUES	66,879.56
COPY EXPENSE	7,379.96
PUBLIC EDUCATION	47,445.58
REFUSE ENFORCEMENT	1,418.61
EDUCATION ENDOWMENT	28,652.81
ILLEGAL DUMP FUND	28,652.81
KEEP CENTRE CO BEAUTIFUL	643.21
INTEREST EXP FULTON BANK LOAN TRANSFER	10,193.20
INTEREST EXP FULTON BANK LOAN RECYCLING	88,912.86
DEPRECIATION	1,184,277.00
BAD DEBTS	(61.70)
CUSTOMER DISCOUNTS	17,652.30
MISCELLANEOUS	65,284.66
CUSTOMER APPRECIATION DAY	3,499.62
BANK FEES	3,683.01
CREDIT CARD EXPENSE	13,201.46
	<u>7,962,871.36</u>
Earnings (loss) from operations	(461,056.56)
Other income and expenses:	
INTEREST FULTON CRIM ACCOUNT	16,506.93
INTEREST FULTON HHW CRIM ACCOUNT	11,636.41
INTEREST FULTON MAIN OP ACCT 3	544.16
INTEREST FULTON HRA ACCOUNT 2	4.16
INTEREST FULTON HHW ACCOUNT 2	87.91
FINANCE CHARGE	5,130.15
FREON REMOVAL	815.05
REFUSE PENALTIES	12,896.57
CNG LEASE	12,000.00
CNG SALES REBATE	31,115.24
FOOTBALL REVENUE	9,150.00
MISCELLANEOUS INCOME	5,740.00
	<u>105,626.58</u>
Net earnings (loss) for period	<u><u>(355,429.98)</u></u>

Centre County Recycling and Refuse Authority
Statement of Earnings
12 Periods Ended 12/31/2020

Audited

	YTD
Revenue:	
TIPPING FEES TRANSFER STATION	7,205,526.08
FORM U WASTE	27,570.40
REVENUE WOOD RECYCLING	15,934.05
TIPPING FEES DIRECT TO CLINTON	218,923.06
TIPPING FEES DIRECT TO GREENTREE	13,919.40
RECYCLING FEES	2,219,703.15
TIPPING FEES RECYCLING	190,917.70
GRANTS	589,906.27
REVENUE TIRES	48,395.20
REVENUE WHITE GOODS	134,239.36
REVENUE VINYL SIDING	297.80
NEWSPRINT	91,360.54
GREEN GLASS	2,956.25
CLEAR GLASS	31,319.40
BROWN GLASS	2,639.55
ALUMINUM	227,956.22
BI METAL/STEEL	38,788.98
PLASTICS	204,331.53
MIXED PAPER	12,072.37
OTHER PAPER	2,303.00
OCC	309,766.17
BAGGED COMPOST	713.16
	11,589,539.64
 Cost of sales:	
GREENTREE LANDFILL DIRECT	8,215.95
GREENTREE LANDFILL TRANSFER	2,296,571.21
WOOD WASTE DISPOSAL	9,090.50
CLINTON LANDFILL DIRECT	161,313.35
COMPOST EXPENSE	1,800.00
RECYCLED TIRES	42,479.25
ELECTRONICS DISPOSAL	350.70
FREON REMOVAL	357.23
TRUCKING	1,206,448.06
OPERATING SUPPLIES	25,679.41
	3,752,305.66
Gross profit	7,837,233.98
 Costs and expenses:	
SALARIES & WAGES TRANSFER	488,192.05
SALARIES & WAGES CURBSIDE	197,619.03
SALARIES & WAGES COMMERCIAL	187,596.77
SALARIES & WAGES DROP OFF	127,949.37
SALARIES & WAGES PROCESSING	699,657.81
SALARIES & WAGES ADMINSTR	565,729.52
SALARIES & WAGES COG CURBSIDE	532,390.22
SALARIES & WAGES OCC	75,236.35
SALARIES & WAGES CURBSIDE OTHER	178,030.36
SALARIES & WAGES OPERATIONS	118,141.50
SALARIES & WAGES VEH MAINT	139,018.82
LABOR OVERTIME	132,987.36
PA UNEMPLOYMENT COMP	25,960.23
WORKER'S COMPENSATION	182,216.32
HEALTH INSURANCE	932,580.06
HEALTH REIMBURSEMENT ACCOUNT	88,651.51
SOCIAL SECURITY	272,783.21
RETIREMENT	130,603.03
PENSION PLAN	137,803.18
LIFE INSURANCE	8,283.67
LONG TERM DISABILITY	17,202.07
UNIFORM RENTAL	15,609.91
SAFETY CLOTHING	10,823.37
ELECTRIC	47,935.08
TELEPHONE	19,088.68
WATER/SEWER	5,044.40
GAS/HEATING	24,113.06
VEHICLE & MARINE INSURANCE	71,141.02
OTHER INSURANCE	97,801.24

**Centre County Recycling and Refuse Authority
Statement of Earnings
12 Periods Ended 12/31/2020**

Audited

	YTD
LEGAL SERVICES	47,658.81
AUDIT	17,000.00
LEACHATE SAMPLING	1,160.00
COMPUTER CONSULTANTS	48,046.73
OTHER CONSULTANTS	24,789.80
SCALE MAINTENANCE	5,895.50
MISC. LICENSES	1,509.50
TRACTORS & BACKHOE	12,050.17
AUTOS & PICKUP	1,321.60
FORKLIFT LOADER	10,418.58
TRUCK & TRAILER PARTS	35,406.35
OIL FUEL & GREASE	212,237.15
REPAIRS & MAINTENANCE	95,259.06
TIRES	28,027.76
HHW EXPENSE	61,935.33
SHOP TOOLS & SAFETY EQUIPMENT	1,294.57
EQUIPMENT RENTAL	1,874.86
POSTAGE	4,946.54
PRINTING	4,854.44
OFFICE SUPPLIES	5,916.73
LEGAL ADVERTISING	514.97
COMPUTER EXPENSE	52,136.31
CLEANING EXPENSE	971.09
TRAVEL/SEMINARS/DUES	23,791.82
COPY EXPENSE	6,603.49
PUBLIC EDUCATION	21,686.41
REFUSE ENFORCEMENT	848.69
EDUCATION ENDOWMENT	25,289.46
ILLEGAL DUMP FUND	25,289.46
CATERPILLAR LEASE	105,898.73
INTEREST EXP FULTON BANK LOAN TRANSFER	63,731.98
INTEREST EXP FULTON BANK LOAN RECYCLING	25,371.05
FULTON EQUIPMENT LEASE	(430,399.00)
DEPRECIATION	1,212,043.00
BAD DEBTS	1,045.81
CUSTOMER DISCOUNTS	15,527.00
MISCELLANEOUS	47,990.77
CUSTOMER APPRECIATION DAY	4,181.31
BANK FEES	4,037.66
CREDIT CARD EXPENSE	35,063.79
	7,393,416.48
Earnings (loss) from operations	443,817.50
 Other income and expenses:	
INTEREST FULTON CRIM ACCOUNT	5,294.38
INTEREST FULTON HHW CRIM ACCOUNT	3,099.25
INTEREST FULTON MAIN OP ACCT 3	464.91
INTEREST FULTON HRA ACCOUNT 2	2.03
INTEREST FULTON HHW ACCOUNT 2	31.19
FINANCE CHARGE	7,209.05
FREON REMOVAL	405.42
REFUSE PENALTIES	400.62
GAIN ON SALE OF ASSETS	(37,914.00)
CNG LEASE	12,000.00
CNG SALES REBATE	65,443.35
MISCELLANEOUS INCOME	11,145.46
	67,581.66
Net earnings (loss) for period	511,399.16

Centre County Recycling and Refuse Authority
Statement of Earnings
12 Periods Ended 12/31/2021

AUDITED

	EOY 2021
Revenue:	
TIPPING FEES TRANSFER STATION	8,134,970
FORM U WASTE	32,729
REVENUE WOOD RECYCLING	16,542
TIPPING FEES DIRECT TO CLINTON	254,735
TIPPING FEES DIRECT TO GREENTREE	12,736
RECYCLING FEES	2,410,343
TIPPING FEES RECYCLING	375,660
GRANTS	564,882
REVENUE TIRES	50,148
REVENUE WHITE GOODS	264,598
REVENUE VINYL SIDING	253
NEWSPRINT	208,855
GREEN GLASS	3,012
CLEAR GLASS	32,167
BROWN GLASS	2,538
ALUMINUM	353,184
BI METAL/STEEL	89,925
PLASTICS	598,431
MIXED PAPER	55,846
OTHER PAPER	2,022
OCC	786,402
BAGGED COMPOST	2,665
Total Revenue:	14,252,643
Cost of sales:	
GREENTREE LANDFILL DIRECT	8,206
GREENTREE LANDFILL TRANSFER	2,793,396
WOOD WASTE DISPOSAL	10,013
CLINTON LANDFILL DIRECT	179,443
COMPOST EXPENSE	3,000
RECYCLED TIRES	40,715
ELECTRONICS DISPOSAL	2,277
FREON REMOVAL	1,501
TRUCKING	1,788,325
OPERATING SUPPLIES	43,051
Total Cost of Sales:	4,869,927
Gross profit	9,382,717
Costs and expenses:	
SALARIES & WAGES TRANSFER	513,807
SALARIES & WAGES CURBSIDE	200,610
SALARIES & WAGES COMMERCIAL	187,357
SALARIES & WAGES DROP OFF	165,301
SALARIES & WAGES PROCESSING	955,086
SALARIES & WAGES ADMINSTR	535,609
SALARIES & WAGES COG CURBSIDE	633,782
SALARIES & WAGES OCC	70,408
SALARIES & WAGES CURBSIDE OTHER	199,225
SALARIES & WAGES OPERATIONS	122,952
SALARIES & WAGES VEH MAINT	143,240
LABOR OVERTIME	121,922
PA UNEMPLOYMENT COMP	27,130
WORKER'S COMPENSATION	167,611
HEALTH INSURANCE	1,143,445
HEALTH REIMBURSEMENT ACCOUNT	124,322
SOCIAL SECURITY	286,435
RETIREMENT	140,185
PENSION PLAN	152,215
LIFE INSURANCE	8,626
LONG TERM DISABILITY	17,936

UNIFORM RENTAL	16,343
SAFETY CLOTHING	8,063
ELECTRIC	51,764
TELEPHONE	18,655
WATER/SEWER	5,373
GAS/HEATING	30,549
VEHICLE & MARINE INSURANCE	72,520
OTHER INSURANCE	100,488
LEGAL SERVICES	48,093
AUDIT	22,000
LEACHATE SAMPLING	666
COMPUTER CONSULTANTS	90,733
OTHER CONSULTANTS	44,486
SCALE MAINTENANCE	4,396
MISC. LICENSES	1,065
TRACTORS & BACKHOE	27,603
AUTOS & PICKUP	2,002
FORKLIFT LOADER	25,117
TRUCK & TRAILER PARTS	35,832
OIL FUEL & GREASE	282,469
REPAIRS & MAINTENANCE	104,612
TIRES	33,843
HHW EXPENSE	61,727
SHOP TOOLS & SAFETY EQUIPMENT	1,200
EQUIPMENT RENTAL	1,514
POSTAGE	3,990
PRINTING	4,542
OFFICE SUPPLIES	9,378
LEGAL ADVERTISING	699
COMPUTER EXPENSE	60,404
CLEANING EXPENSE	299
TRAVEL/SEMINARS/DUES	30,562
COPY EXPENSE	7,814
PUBLIC EDUCATION	38,873
REFUSE ENFORCEMENT	953
EDUCATION ENDOWMENT	26,410
ILLEGAL DUMP FUND	26,410
KEEP CENTRE CO BEAUTIFUL	(3,000)
CATERPILLAR LEASE	127,006
INTEREST EXP FULTON BANK LOAN RECYCLIN	15,886
FULTON EQUIPMENT LEASE	(376,747)
DEPRECIATION	1,212,046
BAD DEBTS	2,495
CUSTOMER DISCOUNTS	17,677
MISCELLANEOUS	53,603
CUSTOMER APPRECIATION DAY	4,923
BANK FEES	3,782
CREDIT CARD EXPENSE	29,784
Total Expenses:	<u>8,306,105</u>
Earnings (loss) from operations	<u>1,076,611</u>
Other income:	
INTEREST FULTON CRIM ACCOUNT	(1,193)
INTEREST FULTON HHW CRIM ACCOUNT	(909)
INTEREST FULTON MAIN OP ACCT 3	218
INTEREST FULTON HHW ACCOUNT 2	2
FINANCE CHARGE	8,840
REFUSE PENALTIES	229
CNG LEASE	12,000
CNG SALES REBATE	44,063
FOOTBALL REVENUE	7,700
MISCELLANEOUS INCOME	36,793
Credit Card Surcharge Income	173
Total Other Income:	<u>107,915</u>
Net earnings (loss) for period	<u><u>1,184,527</u></u>

APPENDIX 15

TECHNICAL MEMORANDUM



To: Joanne Shafer
From: MSW Consultants
Date: January 20, 2022
Subject: Centre County Waste Composition Study Results

Introduction

On December 12, 2019, MSW Consultants was awarded the contract to conduct the Pennsylvania Department of Environmental Protection's (PADEP) Statewide Waste Characterization and Recycling Audit in 2020-2021. The goal of this study was to update the previous statewide study performed in 2003 and to track changes in the solid waste stream over time.

As part of the greater statewide field data collection events, Centre County (the County) was selected to host three weeks of solid waste characterization, divided evenly across three seasons of sampling. The Centre County Solid Waste and Recycling Authority (Authority) elected to independently fund a fourth season in order to gather a more complete, seasonally representative picture of the County's waste composition.

The goal of this Technical Memorandum is to combine the three seasons of composition data gathered during the PADEP characterization efforts as well as the fourth, Authority-funded season in order to estimate Centre County's overall waste composition.

Methodology

The sampling and sorting methodology applied in Centre County was consistent with the PADEP study methodology and is not repeated here in detail. However, key elements of the methodology are below:

- **Seasonality:** The County's four audit events were scheduled to representatively capture waste composition throughout the calendar year.
 - **Fall** – October 19-23, 2020
 - **Winter** – February 15-19, 2021
 - **Spring** – April 19-23, 2021
 - **Summer** – August 9-13, 2021
- **Generator Sectors:** Samples were collected from the following generator sectors for this study:
 - **Residential:** Includes waste generated by single-family and multi-family households.
 - **Commercial:** Includes waste generated by Institutional, Commercial, and Industrial establishments.

- **Self-haul:** Includes both residential and commercial self-haul drivers.
- **Demographic Origin:** Consistent with the state study the incorporated communities within the County were classified as Urban, Suburban, or Rural based on their population density. A summary of the demographic origin of municipalities is shown in Table 1.

Table 1 Demographic Classification of Centre County Municipalities

Demographic Classification	Number of Municipalities	Population (2019)
Urban	1	42,160
Suburban	6	60,301
Rural	28	59,924

- **Sample Summary:** Table 2 shows the breakdown of samples by generator sector and demographic origin. Table 3 provides a sample breakdown by season. In the professional opinion of MSW Consultants, the samples obtained from these four seasons were reasonably representative of Centre County’s waste stream, although wastes from the rural areas of the County may be under-represented on a population-weighted basis. This imbalance is the result of the allocation of samples for the PADEP statewide study taking precedence over perfect sample allocation within Centre County.

Table 2 Sample Summary by Generator Sector and Demographics

Generator	Urban	Suburban	Rural	Total
Residential	36	38	23	97
Commercial	52	39	17	108
Self-haul	0	10	5	15
Total	88	87	45	220

Table 3 Sample Summary by Generator Sector and Season

Generator	Fall	Winter	Spring	Summer	Total
Residential	27	24	25	21	97
Commercial	26	32	28	22	108
Self-haul	0	0	6	9	15
Total	53	56	59	52	220

- **Sort Location:** MSW was provided a vehicle bay at the Centre County Refuse Transfer Station, which was blocked off to protect workers from heavy vehicle traffic. The sorting area was selected to be near enough to the tipping area for the Field Supervisor to collect and photograph sample material, and to provide some protection from the elements for the sorters and staged samples.

- **Field Data Collection Team:** MSW Consultants managed the field data collection activities with one to two professional staff each season. The County generously provided its own staff, and recruited PROP volunteers, to assist in the sample acquisition, sorting and weigh-out process.
- **Sample Acquisition:** Samples were collected from inbound vehicles consistent with the PADEP and Centre County sampling plans. This sampling was conducted with the help of a loader to take systematically selected grabs from targeted loads. The portion of the load was selected before the truck dumped to avoid selection bias. Once the truck had dumped, this pre-selected portion of the load was scooped into the loader bucket and deposited in 35-gallon barrels. Barrels were then weighed to confirm the minimum required sample weight of 200 to 250 pounds had been met. From there, each sample was labeled with an identifying sample identification number and staged for sorting.
- **Sorting:** Once each sample had been acquired, the material was manually placed on the sorting table and separated into the prescribed material categories. Plastic 35-gallon, 18-gallon and 5-gallon bins and buckets labeled with the study material categories were used to contain the sorted components. Sorters were asked to specialize in certain material groups, with someone handling the paper categories, another the plastics, another the glass and metals, and so on. In this way, sorters were able to become highly knowledgeable in a short period of time as to the definitions of individual material categories.
- **Weigh-out and Data Management:** Once each sample was sorted, the weigh-out was performed. Each bin containing sorted materials was carried over and placed on the scale by the sorting crew. The Crew Chief confirmed the material category and recorded all data. The Crew Chief used a tablet computer to record the composition weights, which allows for the ability to immediately identify and rectify errors associated with light sample weights and/or typographical errors. The tablet synchronizes with the Cloud via internet, providing excellent data security. Each sample was cross-referenced against the Field Supervisor's sample tablet to assure accurate tracking of the samples each day. Figure 1 shows an example of the tablet's data entry screen. All data was synchronized to *WasteInsight*, MSW Consultants' proprietary data management platform.

Figure 1 Tablet-Based App for Field Data Collection

Centre County Refuse Back

Enter Sample Weights
Use this form to enter header information and sample weights by material categories for new samples. You may also update existing header and weight information for previously submitted samples.

Sample ID: 1228-PNW-SF-166 Sample Notes: Tuesday, December 28, 2021 11:41 am

Update Sample PRE-WEIGH (lbs): 0 SORTED (lbs): 0.0

Field ID:	Barrel Weights		
SAMPLE			0
Generator:	1	Corrugated Cardboard/Kraft Paper (Uncoated)	4.00 0.00
Single Family	2	Newspaper	4.00 0.00
Facility:	3	Office/High Grade Paper	4.00 0.00
Northwest TS	4	Magazine & Catalogs	4.00 0.00
Origin:	5	Aseptic Boxes & Gable Top Cartons	4.00 0.00
select one	6	Mixed Recyclable Paper (Low Grade)	4.00 0.00
Stream:	7	Compostable Paper	4.00 0.00
Inbound	8	Non-recyclable Paper	4.00 0.00
Hauler:	9	#1 PET Bottles & Jars	4.00 0.00
Other (write-in):	10	#1 PET Non-Bottles & Containers	4.00 0.00
Truck Type:	11	#2 HDPE Natural Bottles	4.00 0.00
select one	12	#2 HDPE Colored Bottles	4.00 0.00
Truck Number:			
Ticket Number:			
Load Weight (tons):			

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Results

A statistical analysis was performed to calculate the mean composition for each of the material categories in this study. Samples were first normalized by converting the sample data from weight to percentage. Then, the sample mean was determined by averaging the percent composition of each material across all samples. The margin of error is provided for each material category as

well as for major material groups. The margin of error has been calculated at a 90 percent level of confidence, meaning that we can be 90 percent sure that the upper and lower bounds of a confidence interval created from the margin of error successfully capture its respective population mean. (The converse is also true: that there is a 10 percent chance that a confidence interval will fail to capture its population mean.) In general, as the number of samples increases, the margin of error decreases, although the more variable the underlying waste stream composition, the less noticeable the improvement for adding incremental samples.

Figure 2 shows the aggregate waste composition results by material group.

Figure 2 - Aggregate Waste Composition by Material Group

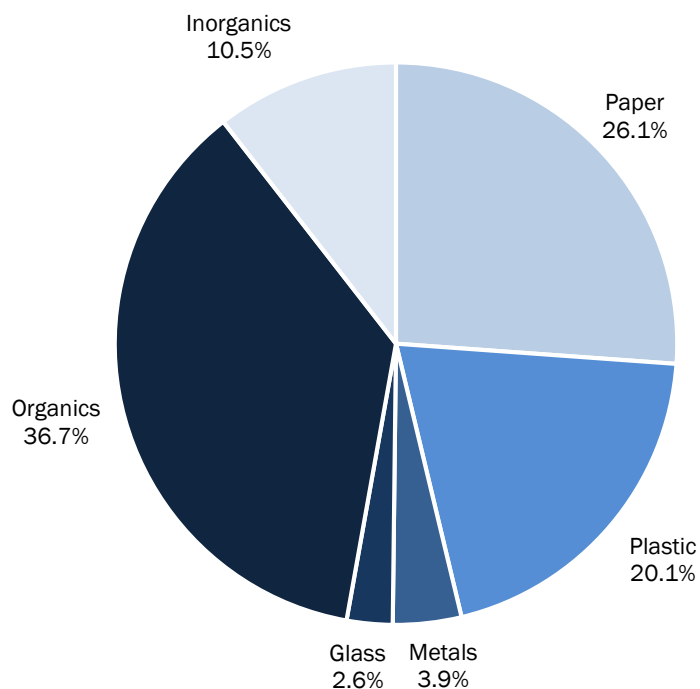
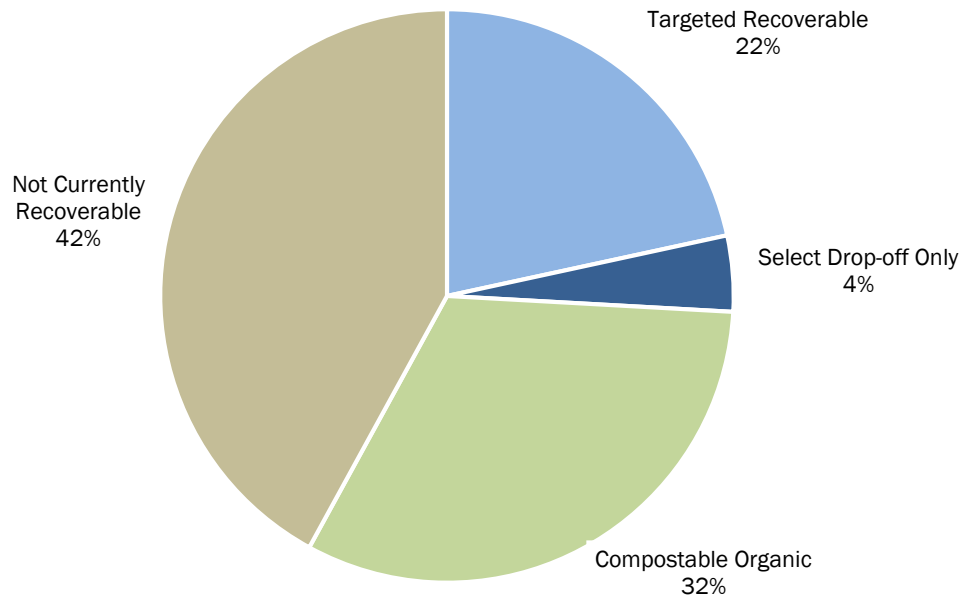


Figure 3 shows how material found in the County’s waste stream can be recovered through either recycling or composting activities. More than half of all refuse currently disposed could potentially be diverted away from the landfill. Twenty-six percent of all waste could be channeled into the County’s existing recycling programs and nearly one third could be channeled into an organics program. A complete list of how each material category fits into the four recoverability classes can be found in Attachment 1.

It should also be noted that this figure omits the impact of contamination (soiled or compromised recyclable material), and as a practical matter it is not possible for all of the divertible materials to be diverted due to human error, lack of program participation, or the various challenges inherent in materials recovery processing.

Figure 3 - Recoverability of Disposed Wastes



The following three tables are provided to show the detailed composition of Centre County's disposed waste stream:

- Table 3 contains a detailed tabular summary of the County's inbound waste composition.
- Table 4 shows the refuse composition by generator sector.
- Table 5 shows the refuse composition by demographic origin.

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Table 3 - Centre County Detailed Waste Composition

Material Category	Est. Percent	Margin of Error	Material Category	Est. Percent	Margin of Error
Paper	26.1%	1.1%	Organics	36.7%	1.4%
Corrugated Cardboard/Kraft Paper	7.6%	0.7%	Food Waste-Edible Packaged	5.9%	0.5%
Newspaper	0.2%	0.1%	Food Waste-Edible Non-packaged	7.2%	0.6%
Office/High Grade Paper	0.5%	0.2%	Food Waste-Inedible	5.0%	0.4%
Magazine & Catalogs	0.4%	0.1%	Yard Waste - Grass	0.4%	0.2%
Aseptic Boxes & Gable Top Cartons	0.3%	0.0%	Yard Waste - Other	2.2%	0.5%
Mixed Recyclable Paper (Low Grade)	4.9%	0.3%	Wood - Unpainted	1.3%	0.5%
Compostable Paper	8.7%	0.6%	Wood - Painted	2.5%	0.5%
Non-recyclable Paper	3.4%	0.3%	Textiles & Leather Products	3.9%	0.5%
Plastic	20.1%	1.0%	Diapers & Sanitary Products	3.2%	0.5%
#1 PET Bottles & Jars	1.6%	0.2%	Animal Bi-Products	2.7%	0.5%
#1 PET Non-Bottles & Containers	0.3%	0.0%	Fines-1/2" minus	0.9%	0.1%
#2 HDPE Natural Bottles	0.3%	0.0%	Other Organics	1.5%	0.3%
#2 HDPE Colored Bottles	0.4%	0.0%	Inorganics	10.5%	1.3%
#3 - #7 Bottles	0.0%	0.0%	Electronics - Covered Devices	0.1%	0.1%
#2-#7 Non-Bottle Rigid Containers	2.0%	0.2%	Other Electronics	0.8%	0.2%
Expanded Polystyrene	1.5%	0.3%	Carpet & Carpet Padding	1.3%	0.5%
Clean Retail Plastic Bags	0.1%	0.0%	Drywall/Gypsum Board	0.4%	0.2%
Industrial Film	1.5%	0.5%	Concrete, Rock, Brick	0.0%	0.0%
All Other Film	7.2%	0.4%	Asphalt Roofing	0.0%	0.1%
Durable/Bulky Rigid Plastics	2.9%	0.3%	Asphalt Paving	0.0%	0.0%
Remainder/Composite Plastic	2.2%	0.2%	Other C&D	1.7%	0.4%
Metals	3.9%	0.4%	Medically-Related Waste	0.2%	0.1%
Steel Cans	0.6%	0.1%	Lithium Batteries	0.0%	0.0%
Aluminum Cans	0.9%	0.1%	Automotive Batteries	0.0%	0.0%
Other Aluminum	0.3%	0.0%	Other Batteries	0.1%	0.0%
Other Ferrous Metals	1.5%	0.3%	Other HHW	0.0%	0.0%
Other Non-Ferrous Metals	0.6%	0.1%	Bulky Materials	2.6%	0.7%
Glass	2.6%	0.3%	Furniture	1.9%	0.7%
Clear Glass Containers	1.2%	0.2%	Other Inorganics	0.8%	0.1%
Green Glass Containers	0.3%	0.1%	PPE	0.4%	0.1%
Brown Glass Containers	0.4%	0.1%			
Non-Recyclable Glass	0.7%	0.1%	Grand Total	100%	
			Number of Samples	220	

Margin of Error calculated at the 90% confidence level. Percentages for materials may not exactly equal category subtotals due to rounding.

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Table 4 - Centre County Waste Composition by Generator Sector

Material Category	Mean			Material Category	Mean		
	Res	ICI	SH		Res	ICI	SH
Paper	23.7%	30.3%	12.2%	Organics	43.1%	31.6%	31.2%
Corrugated Cardboard/Kraft Paper	5.0%	10.3%	4.3%	Food Waste-Edible Packaged	6.5%	5.8%	2.3%
Newspaper	0.3%	0.2%	0.1%	Food Waste-Edible Non-packaged	6.5%	8.4%	2.5%
Office/High Grade Paper	0.5%	0.7%	0.0%	Food Waste-Inedible	6.2%	4.6%	0.5%
Magazine & Catalogs	0.5%	0.4%	0.0%	Yard Waste - Grass	0.4%	0.3%	0.6%
Aseptic Boxes & Gable Top Cartons	0.3%	0.4%	0.0%	Yard Waste - Other	2.1%	1.8%	5.1%
Mixed Recyclable Paper (Low Grade)	5.5%	4.7%	2.3%	Wood - Unpainted	0.4%	2.0%	2.2%
Compostable Paper	8.2%	9.9%	3.5%	Wood - Painted	1.8%	2.4%	8.6%
Non-recyclable Paper	3.3%	3.7%	2.0%	Textiles & Leather Products	5.6%	2.2%	6.1%
Plastic	17.1%	23.4%	15.5%	Diapers & Sanitary Products	5.7%	1.0%	2.2%
#1 PET Bottles & Jars	1.6%	1.8%	1.0%	Animal Bi-Products	5.1%	1.0%	0.5%
#1 PET Non-Bottles & Containers	0.4%	0.3%	0.1%	Fines-1/2" minus	1.0%	0.8%	0.4%
#2 HDPE Natural Bottles	0.3%	0.3%	0.1%	Other Organics	1.7%	1.4%	0.2%
#2 HDPE Colored Bottles	0.4%	0.4%	0.2%	Inorganics	9.0%	8.6%	34.3%
#3 - #7 Bottles	0.1%	0.0%	0.0%	Electronics - Covered Devices	0.0%	0.1%	0.0%
#2-#7 Non-Bottle Rigid Containers	2.0%	2.1%	0.4%	Other Electronics	1.0%	0.7%	0.6%
Expanded Polystyrene	0.8%	2.3%	0.5%	Carpet & Carpet Padding	0.8%	1.5%	3.6%
Clean Retail Plastic Bags	0.1%	0.2%	0.0%	Drywall/Gypsum Board	0.3%	0.5%	1.0%
Industrial Film	0.1%	2.9%	0.0%	Concrete, Rock, Brick	0.1%	0.0%	0.0%
All Other Film	6.9%	8.0%	3.9%	Asphalt Roofing	0.1%	0.0%	0.0%
Durable/Bulky Rigid Plastics	2.6%	2.6%	7.0%	Asphalt Paving	0.0%	0.0%	0.0%
Remainder/Composite Plastic	1.9%	2.5%	2.3%	Other C&D	1.3%	1.9%	3.2%
Metals	4.2%	3.6%	4.7%	Medically-Related Waste	0.1%	0.4%	0.1%
Steel Cans	0.7%	0.6%	0.0%	Lithium Batteries	0.0%	0.0%	0.0%
Aluminum Cans	1.0%	0.9%	0.4%	Automotive Batteries	0.0%	0.0%	0.0%
Other Aluminum	0.3%	0.3%	0.1%	Other Batteries	0.1%	0.0%	0.0%
Other Ferrous Metals	1.5%	1.5%	2.3%	Other HHW	0.0%	0.0%	0.0%
Other Non-Ferrous Metals	0.7%	0.4%	1.9%	Bulky Materials	2.7%	1.6%	9.5%
Glass	2.9%	2.5%	2.0%	Furniture	1.2%	0.5%	15.7%
Clear Glass Containers	1.4%	1.2%	0.7%	Other Inorganics	1.0%	0.8%	0.7%
Green Glass Containers	0.4%	0.3%	0.2%	PPE	0.3%	0.5%	0.0%
Brown Glass Containers	0.4%	0.4%	0.1%				
Non-Recyclable Glass	0.7%	0.6%	1.0%	Grand Total	100%	100%	100%
				Number of Samples	97	108	15

Margin of Error calculated at the 90% confidence level. Percentages for materials may not exactly equal category subtotals due to rounding.

Table 5 - Centre County Waste Composition by Demographic Origin

Material Category	Mean			Material Category	Mean		
	Urban	Suburban	Rural		Urban	Suburban	Rural
Paper	27.2%	25.9%	24.9%	Organics	34.2%	37.6%	39.2%
Corrugated Cardboard/Kraft Paper	7.7%	8.3%	5.8%	Food Waste-Edible Packaged	5.7%	5.4%	7.2%
Newspaper	0.2%	0.3%	0.4%	Food Waste-Edible Non-packaged	8.5%	6.2%	6.5%
Office/High Grade Paper	0.4%	0.7%	0.3%	Food Waste-Inedible	5.1%	4.6%	5.9%
Magazine & Catalogs	0.3%	0.5%	0.6%	Yard Waste - Grass	0.2%	0.4%	0.6%
Aseptic Boxes & Gable Top Cartons	0.3%	0.3%	0.3%	Yard Waste - Other	1.5%	3.1%	1.6%
Mixed Recyclable Paper (Low Grade)	5.1%	4.4%	5.8%	Wood - Unpainted	0.5%	2.4%	0.5%
Compostable Paper	9.9%	8.0%	7.9%	Wood - Painted	2.4%	2.6%	2.0%
Non-recyclable Paper	3.3%	3.3%	3.9%	Textiles & Leather Products	4.3%	3.8%	3.5%
Plastic	21.3%	19.6%	18.9%	Diapers & Sanitary Products	2.2%	3.6%	4.3%
#1 PET Bottles & Jars	2.0%	1.1%	1.9%	Animal Bi-Products	1.7%	3.3%	3.8%
#1 PET Non-Bottles & Containers	0.3%	0.3%	0.2%	Fines-1/2" minus	0.9%	0.9%	0.8%
#2 HDPE Natural Bottles	0.3%	0.2%	0.4%	Other Organics	1.2%	1.3%	2.2%
#2 HDPE Colored Bottles	0.4%	0.4%	0.5%	Inorganics	9.4%	12.1%	9.8%
#3 - #7 Bottles	0.1%	0.0%	0.0%	Electronics - Covered Devices	0.1%	0.1%	0.0%
#2-#7 Non-Bottle Rigid Containers	2.7%	1.4%	1.6%	Other Electronics	0.8%	0.8%	0.9%
Expanded Polystyrene	1.8%	1.6%	0.9%	Carpet & Carpet Padding	1.2%	1.7%	1.0%
Clean Retail Plastic Bags	0.2%	0.1%	0.1%	Drywall/Gypsum Board	0.4%	0.5%	0.5%
Industrial Film	0.8%	2.3%	1.4%	Concrete, Rock, Brick	0.0%	0.1%	0.0%
All Other Film	8.1%	6.5%	6.9%	Asphalt Roofing	0.0%	0.0%	0.2%
Durable/Bulky Rigid Plastics	2.5%	3.2%	3.1%	Asphalt Paving	0.0%	0.0%	0.0%
Remainder/Composite Plastic	2.2%	2.4%	1.9%	Other C&D	1.8%	1.7%	1.7%
Metals	4.3%	3.2%	4.4%	Medically-Related Waste	0.3%	0.3%	0.1%
Steel Cans	0.6%	0.5%	0.8%	Lithium Batteries	0.0%	0.0%	0.0%
Aluminum Cans	1.2%	0.4%	1.1%	Automotive Batteries	0.0%	0.0%	0.0%
Other Aluminum	0.3%	0.2%	0.3%	Other Batteries	0.1%	0.1%	0.1%
Other Ferrous Metals	1.6%	1.5%	1.4%	Other HHW	0.0%	0.0%	0.0%
Other Non-Ferrous Metals	0.6%	0.6%	0.8%	Bulky Materials	2.2%	3.1%	2.5%
Glass	3.6%	1.6%	2.7%	Furniture	1.2%	2.4%	2.0%
Clear Glass Containers	1.8%	0.6%	1.5%	Other Inorganics	0.9%	0.8%	0.7%
Green Glass Containers	0.6%	0.1%	0.2%	PPE	0.4%	0.5%	0.2%
Brown Glass Containers	0.5%	0.2%	0.6%				
Non-Recyclable Glass	0.8%	0.7%	0.4%	Grand Total	100%	100%	100%
				Number of Samples	88	87	45

Margin of Error calculated at the 90% confidence level. Percentages for materials may not exactly equal category subtotals due to rounding.

Conclusions

The County has managed a cost-effective four-season study by combining efforts with PADEP’s existing statewide study. While the complete seasonal data will not be available until the issuance of PADEP’s statewide study, the County can move forward reliably with strong data to influence future decisions. Although the final sample distribution underweighted wastes originating in the County’s rural communities, this imbalance does not, in the professional opinion of MSW Consultants, significantly degrade the validity of the findings for County-wide waste composition. Accordingly, the results of this study should be considered a reliable measurement of the composition of disposed wastes generated in Centre County.

Given that Centre County has a multi-sort recycling program, the County may gain additional insight into the performance of its recycling program by attempting to calculate the capture rates of targeted recyclables. Capture rates could potentially be derived by combining the residential

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refuse composition contained in this report with known recyclable quantities of each targeted constituent.

This study appears to show that significant compostable organics are present in the refuse stream. Although diverting these organics would have a sizeable impact on the County's recycling rate, numerous efforts around Pennsylvania and the nation confirm that organics diversion remains challenging and can be costly. Nonetheless, the County should maintain focus on reducing organic waste disposal as technologies and markets evolve in central Pennsylvania.

Looking forward, the ever-changing landscape of solid waste suggests that the composition of the waste stream continues to change over time. It is recommended that Centre County update this study every five to seven years to maintain an accurate understanding of the county's disposed waste composition.

MSW Consultants appreciates the ongoing opportunities to work with the County in achieving its waste diversion goals. Please contact us with any questions and we look forward to working with you in the future.

ATTACHMENT 1
MATERIAL CATEGORIES AND DEFINITIONS

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Attachment 1: Material Categories and Definitions

Group	Recoverability Class	Material Category	Material Definition
Paper	Targeted Recoverable	Corrugated Cardboard/Kraft Paper (Uncoated)	Corrugated boxes or paper bags made from Kraft paper. Uncoated Corrugated Cardboard has a wavy center layer and is sandwiched between the two outer layers and does not have any wax coating on the inside or outside. Examples include shipping and moving boxes, product packaging cartons, clean pizza boxes and sheets and pieces of boxes and cartons. This type does not include chipboard. Examples of Kraft paper include paper grocery bags, un-soiled fast food bags, department store bags, and heavyweight sheets of Kraft packing paper.
Paper	Targeted Recoverable	Newspaper	Printed and unprinted ground wood newsprint. Includes glossy paper inserts.
Paper	Targeted Recoverable	Office/High Grade Paper	High-grade paper. Bond, rag-content, or stationery grade paper with or without color. Includes ledger, photocopy paper, computer printouts, index cards, and white envelopes (with and without windows or gummed labels).
Paper	Targeted Recoverable	Magazine & Catalogs	Magazines and catalogs printed on glossy, coated paper stock. Also includes brochures/pamphlets.
Paper	Targeted Recoverable	Aseptic Boxes & Gable Top Cartons	Aseptic containers (multi-layered packaging that contains shelf-stable food products such as apple juice, soup, soy/rice milk, etc.) and "gable top" cartons (non-refrigerated items such as granola and crackers; refrigerated items such as milk, juice, egg substitutes, etc.). Rigid food and beverage cartons are usually paper-based, may be any shape, and may include a plastic pour
Paper	Targeted Recoverable	Mixed Recyclable Paper (Low Grade)	Low grade recyclable paper. Includes paperboard, chipboard, phone books, manila folders/envelopes, soft back books, construction paper, junk mail, carbonless forms, non-high grade envelopes, notebook paper, deep-toned or fluorescent dyed paper and glossy and coated paper (except magazines and catalogs).
Paper	Compostable Organic	Compostable Paper	Low grade paper that is not recyclable, as well as heavy food/moisture contaminated paper. Examples include paper towels, uncoated paper plates/cups/bowls, waxed papers and cardboard, fiber egg cartons, soiled pizza boxes, and tissues.
Paper	Not Currently Recoverable	Non-recyclable Paper	Items made mostly of paper but combined with large amounts of other materials such as plastic, metal, glues, foil, and moisture. Examples include plastic-coated corrugated cardboard, hardback books, receipt paper, cellulose insulation, sepi, onionskin paper, foiled-lined fast food wrappers, frozen juice containers, carbon paper, blueprints, self-adhesive notes, playing cards, lottery scratch tickets, and photographs.
Plastic	Targeted Recoverable	#1 PET Bottles & Jars	Blow molded plastic bottles and jars labeled #1 PET/PETE.
Plastic	Select Drop-off Only	#1 PET Non-Bottles & Containers	Non-bottle/jar rigid plastic containers labeled #1 PET/PETE such as thermoforms. Examples include take-out containers, produce & plastic egg cartons.
Plastic	Targeted Recoverable	#2 HDPE Natural Bottles	Plastic bottles and jars labeled #2 HDPE that are cloudy white, allowing light to pass through it (e.g., milk jugs)
Plastic	Targeted Recoverable	#2 HDPE Colored Bottles	Plastic bottles and jars labeled #2 HDPE that are a solid color, preventing light from passing through it (e.g., laundry/soap bottles)
Plastic	Targeted Recoverable	#3 - #7 Bottles	Blow molded plastic bottles and jars labeled #3-#7 or dual labeled.
Plastic	Select Drop-off Only	#2-#7 Non-Bottle Rigid Containers	Non-bottle/jar rigid plastic containers labeled #2-#7. Includes single use plastic cups, trays, packaging, tubs, and food container lids. Does not include single use cup lids.
Plastic	Not Currently Recoverable	Expanded Polystyrene	Food service polystyrene, polystyrene packaging, and "peanuts". Any expanded foam product labeled #6.
Plastic	Not Currently Recoverable	Clean Retail Plastic Bags	Clean polyethylene film bags commonly used for grocery and merchandise.
Plastic	Not Currently Recoverable	Industrial Film	Film plastic used for large-scale packaging or transport packaging or other industrial uses. Examples include pallet shrink-wrap, mattress bags, furniture wrap, painting tarps, and large film bubble wrap.
Plastic	Not Currently Recoverable	All Other Film	All other film plastic including garbage bags, dry cleaning bags, bubble wrap, air pillows, cereal bags, household shrink wrap, tarps, sandwich bags, zip (recloseable) bags, produce bags, frozen vegetable bags, food wrappers such as candy-bar wrappers and chip bags, mailing pouches, bank bags, X-ray film, and metallized film (wine containers and balloons).
Plastic	Not Currently Recoverable	Durable/Bulky Rigid Plastics	Items other than containers or film plastic, that are made to last for more than one use. These items may bear the numbers 1 through 7 in the triangular recycling symbol. Examples include crates, buckets (including 5-gallon buckets), baskets, totes, large plastic garbage cans, large tubs, large storage tubs/bins (usually with lids) that don't have sharp corners, flexible (non-brittle) flower pots of 1 gallon size or larger, lawn furniture, large plastic toys, tool boxes, first aid boxes, and some sporting goods, CDs and their cases, plastic housewares such as durable (not single-use) dishes, cups, and cutlery.
Plastic	Not Currently Recoverable	Remainder/Composite Plastic	Plastics that cannot be put in any other type or subtype, including items comprised mostly of plastic but combined with other materials. Examples include auto parts made of plastic attached to metal; single use cutlery, drinking straws and cup lids; foam packing blocks (non-EPS); plastic strapping; new plastic laminate (e.g., Formica); vinyl; linoleum; plastic lumber; imitation ceramics; handles and knobs; some kitchen ware; plastic string (as used for hay bales); and plastic rigid bubble/foil packaging (as for medications).
Metals	Targeted Recoverable	Steel Cans	All coated and tin-free ferrous food and beverage cans. Includes bi-metal cans and non-aerosol spray cans.
Metals	Targeted Recoverable	Aluminum Cans	All aluminum food and beverage containers.
Metals	Targeted Recoverable	Other Aluminum	Foils, trays, siding, sheet
Metals	Targeted Recoverable	Other Ferrous Metals	Magnetic ferrous and alloyed ferrous scrap metals. Examples include empty or dry paint cans, structural steel beams, boilers, clothes hangers, pipes, some cookware, security bars, scrap ferrous items, and galvanized items such as nails and flashing.
Metals	Select Drop-off Only	Other Non-Ferrous Metals	Non-magnetic metals such as copper, brass, bronze, silver, zinc, stainless steel and pipe tubing.
Glass	Targeted Recoverable	Clear Glass Containers	Recyclable clear beverage and food bottles and jars.
Glass	Targeted Recoverable	Green Glass Containers	Recyclable green beverage and food bottles and jars.
Glass	Targeted Recoverable	Brown Glass Containers	Recyclable amber/brown beverage and food bottles and jars.
Glass	Not Currently Recoverable	Non-Recyclable Glass	Other glass containers (e.g., blue) and flat, pressed and blown glass products such as light bulbs, mirrors, decorative items and fixtures, windows, safety glass, ceramics and cooking ware.
Organics	Compostable Organic	Food Waste-Edible Packaged	The components of food that, in a particular food supply chain, are intended to be consumed by humans, and is not enclosed in original glass, plastic, paper, or other packaging as sold or distributed. Examples include vegetables, fruits, eggs, eggs in shell, fresh meat, cooked meat, and meat scraps. Edible food that appears to have been packaged by the consumer (e.g. in a Ziploc bag, takeout container, or reusable container) is included here.
Organics	Compostable Organic	Food Waste-Edible Non-packaged	The components of food that, in a particular food supply chain, are intended to be consumed by humans, and is enclosed in original glass, plastic, paper, or other packaging as sold or distributed.
Organics	Compostable Organic	Food Waste-Inedible	The non-edible portions of food material. Examples include fruit peels, vegetable peelings and potato skins, pits, cores, juiced oranges, egg shells, bones, gristle and meat trimmings, fish skins, and seafood shells.
Organics	Compostable Organic	Yard Waste - Grass	Grass clippings
Organics	Compostable Organic	Yard Waste - Other	Yard waste other than grass clippings such as leaves, garden trimmings, and brush up to 4 inches in diameter
Organics	Select Drop-off Only	Wood - Unpainted	Wood and dimensional lumber construction materials from new construction, remodeling, or demolition, including plywood and shingles if uncontaminated by paint, stain or preservative treatment. Includes easily separable wood from furniture, tools, and other durable products. Excludes preservative treated wood or particleboard, chipboard, or masonite.
Organics	Not Currently Recoverable	Wood - Painted	Any wood with paint, stain or preservative treatment. Also includes particleboard, chipboard, and masonite due to their resin content.
Organics	Not Currently Recoverable	Textiles & Leather Products	Fabric materials including natural and man-made textile materials made from cottons, wools, silks, nylon, rayon, polyesters, and other materials. This category includes clothing rags, curtains, and other fabric materials. Leather and leather goods are also included such as belts and wallets. Includes all shoes.

Group	Recoverability Class	Material Category	Material Definition
Organics	Not Currently Recoverable	Diapers & Sanitary Products	Diapers and adult sanitary products.
Organics	Compostable Organic	Animal Bi-Products	Animal carcasses not resulting from food storage or preparation, animal wastes, and cat litter. Also includes manure and soiled animal bedding materials.
Organics	Not Currently Recoverable	Other Organics	Organic materials not otherwise categorized, such as natural fibers, cork, wax, hemp rope, wicker products, sawdust, hair, cigarette butts, vacuum bags, and lint.
Inorganics	Select Drop-off Only	Electronics - Covered Devices	Electronic devices prohibited from landfill disposal including televisions/monitors, computers/laptops, tablets/e-readers, printers/scanners/copiers, peripherals (mice, keyboards)
Inorganics	Not Currently Recoverable	Other Electronics	Other electronic or electrically powered household products not included under "covered devices". Includes electronics fabricated from metals and plastics and not easily separable into individual materials. Examples include hair dryers, radios, stereos, calculators, microwave ovens, and telephones.
Inorganics	Not Currently Recoverable	Carpet & Carpet Padding	Flooring applications consisting of various natural or synthetic fibers which maybe bonded to some type of backing material. Includes the plastic, foam, felt, or other material used under carpet to provide insulation and padding.
Inorganics	Not Currently Recoverable	Drywall/Gypsum Board	Gypsum-based wallboard, including blueboard for use in the drywall or plaster trades
Inorganics	Not Currently Recoverable	Concrete, Rock, Brick	Concrete (hard material made from sand, aggregate, gravel, cement mix, and water) including pieces with a steel internal structure composed of reinforcing bars (re-bar) or metal mesh; bricks (single units of ceramic materials used in masonry construction) and other aggregates such as stone and rock, masonry tile, and clay roofing tiles.
Inorganics	Not Currently Recoverable	Asphalt Roofing	Roofing material composed of fiberglass or organic felts saturated with asphalt and covered with inert aggregates as well as attached roofing tar and tar paper.
Inorganics	Not Currently Recoverable	Asphalt Paving	Asphalt paving (black or brown, tar-like material mixed with aggregate used as a paving material)
Inorganics	Not Currently Recoverable	Other C&D	Other construction and demolition debris not classified elsewhere. For example, fiberglass insulation, rigid foam insulation, acoustic ceiling tiles, cement board, ceramic fixtures, non-shingle asphaltic roofing, roofing and water-repelling membranes. This category may include items from different categories combined, which would be difficult to separate, and demolition debris that is a mixture of materials such as tile attached to drywall attached to studs or laminate countertops attached to a sink and plumbing. Also includes fines such as sand, soil, dirt, and gravel associated with C&D loads.
Inorganics	Not Currently Recoverable	Medically-Related Waste	Discarded needles and other medical sharps that have been used in animal or human patient care or treatment or in medical, research or industrial laboratories. Also includes medical tubing, IV bags, prescription drugs and other medical materials.
Inorganics	Not Currently Recoverable	Lithium Batteries	Lithium batteries of all sizes and types including household and button cell batteries
Inorganics	Not Currently Recoverable	Automotive Batteries	Lead/Acid Automotive batteries.
Inorganics	Not Currently Recoverable	Other Batteries	Other batteries excluding lithium or automotive.
Inorganics	Not Currently Recoverable	Other HHW	Includes fluorescent tubes and bulbs, corrosives, caustic acids, cleaning chemicals, pesticides/herbicides, gasoline, motor oil and other flammable fuels/oils, explosives, anti-freeze, latex/water-based/oil-based paints, adhesives/glues, putties/fillers/sealers, personal care/cosmetics (not including containers unless product cannot be easily separated), and all other potentially harmful wastes that do not fit the above categories.
Inorganics	Not Currently Recoverable	Bulky Materials	Products made from multiple materials and large in size, which are meant for extended use. Includes mattresses, tires, box springs, and large and small appliances.
Inorganics	Not Currently Recoverable	Furniture	Mixed-material furniture such as upholstered chairs and couches. Furniture that is made purely of one material, such as plastic or metal, would be categorized according to that material (e.g., plastic durable/bulky items or wood lumber and products, treated).
Inorganics	Not Currently Recoverable	Other Inorganics	Inorganic material not otherwise classified, such as dryer and mop sheets, rubber latex gloves, cosmetics and full liquid soaps and shampoos.
Organics	Not Currently Recoverable	Fines-1/2" minus	Use the 1/2" screen for both refuse and MRF studies. All particles capable of passing through a 1/2-inch screen. E.g., table sweepings. If 1/2" minus fines are homogenous, (e.g., all food, cat litter, etc.) some material may be allocated to designated material categories.

APPENDIX 16

Environmental Benefits Analysis (Natural Resources Ec

Displaying data collected for

Materials

Multiple Members

[AA1] Aluminum Cans
[AA2] Aluminum Scrap
[C01] Cardboard = corrugated
[CR1] E-Waste = includes televisions
[F02] Steel and Bimetallic (Tin) Cans
[GL1] Clear Glass = bottles and jars
[GL3] Green Glass = bottles and jars
[GL4] Brown Glass = bottles and jars
[GL5] Plate Glass
[M01] Rubber Tires
[M03] Clothing/Textiles
[MM1] Mixed Metals = includes Drum Steel
[N02] Copper
[PA1] Magazines and Catalogs
[PA2] Newsprint / Newspaper
[PA3] Mixed / Other Paper Grades = junk mail, paper board, computer paper, chipboard
[PA4] Office Paper = all high grades
[PA6] Phone Books
[PL1] #1 Plastic (PET) = Polyethylene Terephthalate
[PL2] #2 Plastic (HDPE) = High Density Polyethylene
[PL3] #3 Plastic (PVC) = Unplasticised and Plasticised Polyvinyl Chloride
[PL4] #4 Plastic (LDPE) = Low Density Polyethylene
[PL5] #5 Plastic (PP) = Polypropylene
[PL6] #6 Plastic (PS) = Polystyrene and Expanded Polystyrene
[PL7] Mixed / Other Plastic
[SSF] Source Separated Foods
[WW1] Wood Waste
[XXX] COMMINGLED = 2 or more recyclables collected together, fiber separate
[Y01] Yard and Leaf Waste

Total:

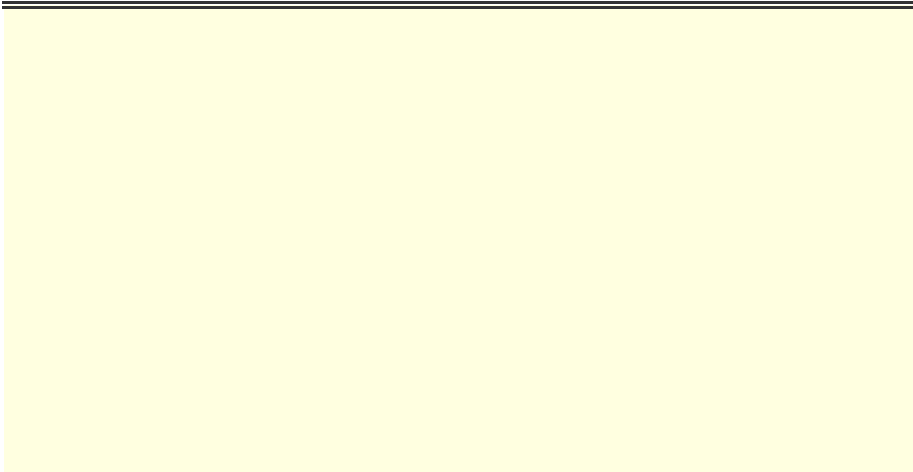
Calculations and factors in this report are based on the November 2020 version of the U.S. EPA Waste Reduction Model (WARM) and the March 2021 version of the U.S. EPA Greenhouse Gas Equivalencies Calculator, with the exception of environmental equivalencies which are multiplied by a factor of -1 to show benefits as positive values. Users wishing to rely on this report should review the WARM model and consult directly with the report owner. Emerge Knowledge is not responsible for the accuracy, reliability, or currency of the report results.

This report is on Verified responses.

Equivalencies) CENTRE COUNTY 2021

2021

MTC02E	Acres of U.S. forest preserved from conversion to cropland	Acres of U.S. forest storing carbon for one year
7094.26	48.5	8651.53
4104.04	28.06	5004.92
115720.79	791.15	141122.92
971.28	6.64	1184.49
1441.21	9.85	1757.57
398.46	2.72	485.93
222.7	1.52	271.58
212.96	1.46	259.7
91.37	0.62	111.42
386.86	2.64	471.78
5733.73	39.2	6992.35
17162.32	117.33	20929.66
846.14	5.78	1031.88
5857.85	40.05	7143.72
13580.76	92.85	16561.9
24977.2	170.76	30459.99
12761.99	87.25	15563.4
670.86	4.59	818.12
92.38	0.63	112.65
129.89	0.89	158.41
0	0	0
0	0	0
29.79	0.2	36.33
0	0	0
1623.04	11.1	1979.31
495.36	3.39	604.09
501.26	3.43	611.29
169.26	1.16	206.41
1024.77	7.01	1249.72
216300.48	1478.78	263781.08



Environmental Benefits Analysis (Domestic Equivalenc

Displaying data collected for

Materials

Multiple Members

[AA1] Aluminum Cans
[AA2] Aluminum Scrap
[C01] Cardboard = corrugated
[CR1] E-Waste = includes televisions
[F02] Steel and Bimetallic (Tin) Cans
[GL1] Clear Glass = bottles and jars
[GL3] Green Glass = bottles and jars
[GL4] Brown Glass = bottles and jars
[GL5] Plate Glass
[M01] Rubber Tires
[M03] Clothing/Textiles
[MM1] Mixed Metals = includes Drum Steel
[N02] Copper
[PA1] Magazines and Catalogs
[PA2] Newsprint / Newspaper
[PA3] Mixed / Other Paper Grades = junk mail, paper board, computer paper, chipboard
[PA4] Office Paper = all high grades
[PA6] Phone Books
[PL1] #1 Plastic (PET) = Polyethylene Terephthalate
[PL2] #2 Plastic (HDPE) = High Density Polyethylene
[PL3] #3 Plastic (PVC) = Unplasticised and Plasticised Polyvinyl Chloride
[PL4] #4 Plastic (LDPE) = Low Density Polyethylene
[PL5] #5 Plastic (PP) = Polypropylene
[PL6] #6 Plastic (PS) = Polystyrene and Expanded Polystyrene
[PL7] Mixed / Other Plastic
[SSF] Source Separated Foods
[WW1] Wood Waste
[XXX] COMMINGLED = 2 or more recyclables collected together, fiber separate
[Y01] Yard and Leaf Waste

Total:

Calculations and factors in this report are based on the November 2020 version of the U.S. EPA Waste Reduction Model (WARM) and the March 2021 version of the U.S. EPA Greenhouse Gas

Equivalencies Calculator, with the exception of environmental equivalencies which are multiplied

by a factor of -1 to show benefits as positive values. Users wishing to rely on this report should

review the WARM model and consult directly with the report owner. Emerge Knowledge is not responsible

for the accuracy, reliability, or currency of the report results.

This report is on Verified responses.

ies) CENTRE COUNTY 2021

2021

MTC02E	Passenger vehicles taken off the road for one year	Homes worth of electricity use per year saved	U.S. households' annual energy use conserved
7094.26	1542.23	1288.69	854.73
4104.04	892.18	745.51	494.46
115720.79	25156.69	21021.03	13942.26
971.28	211.15	176.44	117.02
1441.21	313.31	261.8	173.64
398.46	86.62	72.38	48.01
222.7	48.41	40.45	26.83
212.96	46.29	38.68	25.66
91.37	19.86	16.6	11.01
386.86	84.1	70.27	46.61
5733.73	1246.46	1041.55	690.81
17162.32	3730.94	3117.59	2067.75
846.14	183.94	153.7	101.95
5857.85	1273.45	1064.1	705.76
13580.76	2952.34	2466.99	1636.24
24977.2	5429.83	4537.18	3009.3
12761.99	2774.34	2318.25	1537.59
670.86	145.84	121.86	80.83
92.38	20.08	16.78	11.13
129.89	28.24	23.6	15.65
0	0	0	0
0	0	0	0
29.79	6.48	5.41	3.59
0	0	0	0
1623.04	352.83	294.83	195.55
495.36	107.69	89.98	59.68
501.26	108.97	91.06	60.39
169.26	36.79	30.75	20.39
1024.77	222.78	186.15	123.47
216300.48	47021.84	39291.64	26060.3



Environmental Benefits Analysis (Fuel Equivalencies) C

Displaying data collected for

Materials

Multiple Members

[AA1] Aluminum Cans
[AA2] Aluminum Scrap
[C01] Cardboard = corrugated
[CR1] E-Waste = includes televisions
[F02] Steel and Bimetallic (Tin) Cans
[GL1] Clear Glass = bottles and jars
[GL3] Green Glass = bottles and jars
[GL4] Brown Glass = bottles and jars
[GL5] Plate Glass
[M01] Rubber Tires
[M03] Clothing/Textiles
[MM1] Mixed Metals = includes Drum Steel
[N02] Copper
[PA1] Magazines and Catalogs
[PA2] Newsprint / Newspaper
[PA3] Mixed / Other Paper Grades = junk mail, paper board, computer paper, chipboard
[PA4] Office Paper = all high grades
[PA6] Phone Books
[PL1] #1 Plastic (PET) = Polyethylene Terephthalate
[PL2] #2 Plastic (HDPE) = High Density Polyethylene
[PL3] #3 Plastic (PVC) = Unplasticised and Plasticised Polyvinyl Chloride
[PL4] #4 Plastic (LDPE) = Low Density Polyethylene
[PL5] #5 Plastic (PP) = Polypropylene
[PL6] #6 Plastic (PS) = Polystyrene and Expanded Polystyrene
[PL7] Mixed / Other Plastic
[SSF] Source Separated Foods
[WW1] Wood Waste
[XXX] COMMINGLED = 2 or more recyclables collected together, fiber separate
[Y01] Yard and Leaf Waste

Total:

Calculations and factors in this report are based on the November 2020 version of the U.S.

EPA Waste Reduction Model (WARM) and the March 2021 version of the U.S. EPA Greenhouse Gas

Equivalencies Calculator, with the exception of environmental equivalencies which are multiplied

by a factor of -1 to show benefits as positive values. Users wishing to rely on this report should

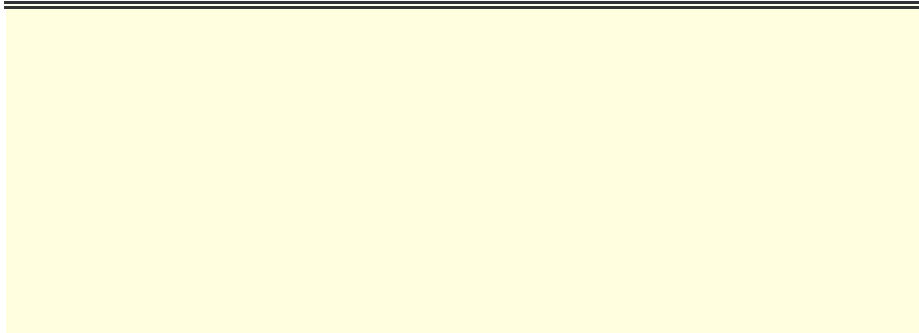
review the WARM model and consult directly with the report owner. Emerge Knowledge is not responsible

This report is on Verified responses.

CENTRE COUNTY 2021

2021

MTC02E	Gallons of gas conserved	BBQ propane cylinders conserved
7094.26	799803.39	295594
4104.04	462687.16	171001.46
115720.79	13046312.34	4821699.6
971.28	109501.49	40469.93
1441.21	162480.92	60050.24
398.46	44922.36	16602.56
222.7	25106.76	9279.04
212.96	24008.62	8873.19
91.37	10300.62	3806.94
386.86	43614.32	16119.12
5733.73	646417.79	238905.24
17162.32	1934872.82	715096.75
846.14	95393.96	35256.02
5857.85	660411.17	244076.96
13580.76	1531088.54	565864.81
24977.2	2815918.34	1040716.49
12761.99	1438780.93	531749.45
670.86	75632.23	27952.41
92.38	10414.42	3848.99
129.89	14643.99	5412.17
0	0	0
0	0	0
29.79	3358.45	1241.23
0	0	0
1623.04	182980.63	67626.59
495.36	55846.13	20639.8
501.26	56511.9	20885.86
169.26	19081.91	7052.36
1024.77	115532.54	42698.9
216300.48	24385623.73	9012520.1



APPENDIX 17



Beaufort Gazette
 Belleville News-Democrat
 Bellingham Herald
 Bradenton Herald
 Centre Daily Times
 Charlotte Observer
 Columbus Ledger-Enquirer
 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
 Idaho Statesman
 Island Packet
 Kansas City Star
 Lexington Herald-Leader
 Merced Sun-Star
 Miami Herald

el Nuevo Herald - Miami
 Modesto Bee
 Raleigh News & Observer
 The Olympian
 Sacramento Bee
 Fort Worth Star-Telegram
 The State - Columbia
 Sun Herald - Biloxi

Sun News - Myrtle Beach
 The News Tribune Tacoma
 The Telegraph - Macon
 San Luis Obispo Tribune
 Tri-City Herald
 Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
21418	104484	Print Legal Ad - IPL0033637		\$118.00	1	39 L

Attention: Amy Schirf
 CENTRE COUNTY RECYCLING & REFU
 & REFUSE AUTHORITY
 253 TRANSFER ROAD

 BELLEFONTE , PA 16823

Legal Notice

In accordance with Act 101 (as amended), the Centre County Recycling and Refuse Authority (CCRRA) is seeking waste disposal capacity for municipal waste (MSW) for a ten-year period, beginning January 1, 2023. The CCRRA is hereby soliciting responses in order to select a facility that could provide all of the processing/disposal capacity for County generated MSW. All proposals must be submitted to the CCRRA by 4:00 P.M., Monday, September 27, 2021. Copies of the CCRRA Request For Proposals (RFP) may be obtained from the CCRRA, 253 Transfer Road, Bellefonte, PA 16823.

Electronic copies of the RFP forms are available via the CCRRA website at www.centrecountyrecycles.org under the News and Events tab or by calling 814 238-7005.

All responses must be made on the Required Forms and in accordance with the instructions to Respondents provided in the RFP. Interested respondents should submit their response to the address listed above. Attention: Ted Onufrak, by 4:00 P.M. on Monday, September 27, 2021.

The CCRRA reserves the right to reject any or all responses and to waive any informality in the solicitation process.
 IPL0033637
 Jul 21 2021

THE STATE OF TEXAS COUNTY OF DALLAS

Ryan Dixon, being duly sworn, according to law says that he/she is an agent of the Centre Daily Times, a daily newspaper of general circulation, having its place of business in State College, Centre County, Pennsylvania, and having been established in the year 1898; that the advertisement appeared in said newspaper, that the affiant is not interested in the subject matter of the notice or advertisement; that all of the allegations contained herein relative to the time, place and character of the publication are true.

No. of Insertions: 1
 Beginning Issue of: 07/21/2021
 Ending Issue of: 07/21/2021

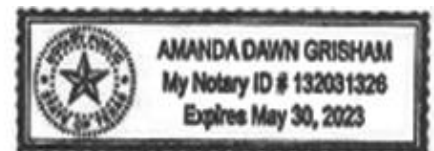
Ryan Dixon

Witness Signature

Sworn to and subscribed before me this 21th day of July in the year of 2021

Amanda Grisham

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!