EXHIBIT A

Definitions

For purposes of the foregoing Asset Purchase Agreement each of the following terms is defined as follows:

"Acquired Assets" is defined in Section 2.01.

"Acquired IP" is defined in Section 2.01(o).

"Acquisition Bonds" is defined in Section 2.06(a).

"Affiliate" means, with respect to any Person, any other Person which, directly or indirectly (including through one or more intermediaries), controls, is controlled by or is under common control with such Person. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly (including through one or more intermediaries), of the power to direct or cause the direction of the management and policies of such Person, through the ownership or control of voting securities, partnership interests or other equity interests, by contract, by authority granted by law, rule or regulation or otherwise.

"AGM" means Assured Guaranty Municipal Corp and Affiliates.

"AGM Release" means the general release executed by AGM releasing Seller, the City, their respective successors and Buyer from any and all claims it may have against Seller or the City or Buyer for matters relating to, or arising from, the Acquired Assets.

"Agreement" is defined in the Preamble of this Agreement.

"Anti-Money Laundering Laws" means laws, regulations and sanctions, state and federal, criminal and civil, that (i) limit the use of and/or seek the forfeiture of proceeds from illegal transactions, (ii) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests or laws of the United States, (iii) require identification and documentation of the parties with whom a financial institution conducts business or (iv) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the Patriot Act, the Bank Secrecy Act, 31 U.S.C. Section 5311 et seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

"Ashfill" is defined in the Background paragraphs to this Agreement.

"Assigned Contracts" means (i) the Third Party Hauler Agreements and (ii) the O&M Agreements.

KMWebel

"Assignment and Assumption Agreement" is defined in Section 8.03(b).

"Assumed Liabilities" is defined in Section 2.07(a).

"Base Bond Amount" is defined in Section 2.06(a).

"Base Purchase Price" is defined in Section 2.03.

"Base TIC" is defined in Section 2.06(a).

"Bond Indenture Funds" is defined in Section 2.01(l).

"Books and Records" is defined in Section 2.01(n).

"Borough" means the Borough of Columbia, or such other municipality as Buyer may designate to serve as the seller of electricity under the Power Purchase Agreement.

"Business Day" means any day except Saturday, Sunday and any legal holiday or a day on which banking institutions in Philadelphia, Pennsylvania, generally are authorized or required by law or other governmental actions to close.

"Buyer" is defined in the Preamble of this Agreement.

"Buyer Indemnitee" or "Buyer Indemnitees" is defined in Section 9.02.

"Buyer's Costs of Issuance" means the fees charged to Buyer in connection with the issuance of the Acquisition Bonds including the fees of underwriters, underwriter's counsel, bond counsel, financial advisors, bond trustee, bond trustee's counsel, independent engineers report, rating agencies, printing and related miscellaneous expenses, estimated to be One Million Six Hundred Seventy Five Thousand Dollars ($1,675,000). Buyer's Costs of Issuance do not include Buyer's due diligence or negotiation professional fees of engineering, legal, or accounting firms.

"Buyer's DSRF" means debt service reserve fund created in connection with the Acquisition Bonds, in an amount equal to the least of (i) the maximum annual debt service requirements payable upon the Acquisition Bonds, (ii) one hundred and twenty five percent (125%) of the average annual debt service on the Acquisition Bonds, and (iii) ten percent (10%) of the original proceeds of the Acquisition Bonds. Buyer's DSRF is estimated to be Nine Million Five Hundred Eight Thousand Five Hundred Dollars ($9,508,500).

"Buyer's Pricing Model" means that certain excel spreadsheet prepared by Buyer's financial adviser and delivered to Receiver's financial advisor, dated as of February 22, 2013, and attached hereto as Exhibit H.

"CIT" means CIT Capital USA, Inc. and Affiliates.

"CIT Settlement Agreement" means a settlement agreement among CIT and Seller, among other parties, settling all claims that CIT has in connection with the Acquired Assets.

"City" means City of Harrisburg, a Third Class City of the Commonwealth of Pennsylvania. Action by the City means the approval of the Mayor, the requisite majority of City Council and the City Solicitor.

"City Disposal Agreement" means the December 1, 1993 Municipal Solid Waste Agreement between Seller and the City of Harrisburg, as amended.

"Claims" is defined in Section 6.04(c).

"Closing" is defined in Section 8.01.

"Closing Date" is defined in Section 8.01.

"Closing Statement" is defined in Section 8.03(l).

"Closure Funds" means funds of Seller held with respect to the closure of the Ashfill and/or the decommissioning of the Facility whether in DEP restricted accounts, or securing letters of credit or otherwise.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercially Reasonable Efforts" means efforts which are designed to enable a party to satisfy a condition to, or otherwise assist in the consummation of, the Contemplated Transactions and which do not require the performing party to expend any funds or assume Liabilities other than expenditures and Liabilities which are customary and reasonable in nature and amount in the context of the Contemplated Transactions.

"Confidentiality Agreement" means the Confidentiality Agreement, dated as of February 24, 2012, by and between Buyer and Seller, as the same may be amended from time to time.

"Contemplated Transactions" means the transactions contemplated under this Agreement and the other Transaction Documents, including the purchase and sale of the Acquired Assets.

"Contracts" means, without limitation, any and all (whether written or oral, express or implied) contracts, agreements, franchises, leases, easements, rights of way, mortgages, bonds, notes, guaranties, liens, indebtedness or similar undertakings to which any Person is a party or to which or by which such Person or the property of such Person is subject or bound, excluding any Governmental Permits.

"County" means the County of Dauphin, a Third Class County of the Commonwealth of Pennsylvania. Approval of the County means approval of the requisite majority of the County Commissioners.

"County Agreements" means the Delegation and Assumption of Capacity Assurance Responsibilities Agreement between the County and Buyer and the Cooperation Agreement between the County and Buyer both of which attached as Exhibit J.

"County Release" means the general release executed by the County releasing Seller, the City, their respective successors and Buyer from any and all claims it may have against Seller and the City and Buyer for matters relating to, or arising from, the Acquired Assets.

"Covanta" means Covanta Harrisburg, Inc. and Affiliates.

"Covanta Loan" means that certain unsecured loan in the initial principal amount of approximately Twenty Million Nine Hundred Thousand Dollars ($20,900,000) extended by Covanta to Seller on or about December 27, 2007 for the purpose of retrofitting the Facility.

"Covanta Release" means the general release executed by Covanta releasing Seller, successors in interest to Seller, Buyer and all other Persons from any and all claims it may have against Seller, Buyer and other Persons for matters relating to, or arising from, the Acquired Assets, including claims relating to the MPSA and Covanta Loan.

"Dataroom" means that certain virtual dataroom through which Seller and its representatives have provided various materials, documents, and information throughout Buyer's due diligence review process.

"Dauphin County Recycling Center" means the building and associated improvements owned by the County and used by the County for the operation of a recycling program pursuant to the DCRC Ground Lease and located upon the Real Estate. The building and associated Improvements does not form a part of the Real Property.

"DCRC Ground Lease" means the lease from Seller to Dauphin County of the portion of the Real Estate upon which the Dauphin County Recycling Center is located.

"Deed" means the Special Warranty Deed attached as Exhibit D.

"DEP" means the Department of Environmental Resources of the Commonwealth of Pennsylvania.

"Deposit" means Five Hundred Thousand Dollars ($500,000) deposited by Buyer with the Escrow Agent pursuant to the Escrow Agreement pursuant to Section 2.04 and all interest earned upon the Five Hundred Thousand Dollars ($500,000).

"Dewatering and Drying Building" means the building located upon the Real Estate and the part of the Real Property used to dewater and dry sewage sludge.

"DGS" means the Department of General Services of the Commonwealth of Pennsylvania.

"DGS Power Purchase Agreement" means the Intermunicipal Power Purchase and Sale Agreement attached as Exhibit I.

"Disclosure Schedules" means the disclosure schedules of Seller delivered to Buyer on the date of this Agreement in connection with this Agreement.

"DPW Facility" means the structure located upon the Real Estate and the part of the Real Property and used by the City's Department of Public Works for equipment and vehicle maintenance, storage and repair, and other related activities, but specifically excluding the contents of the DPW Facility.

"Electrical Plant" means the turbine located on the Real Estate and the part of the Real Property which uses steam to generate electricity for sale.

"Employee Plans" means all "employee benefit plans" within the meaning of Section 3(3) of ERISA, all formal written plans and all other compensation and benefit plans and contracts of Seller in effect as of the date hereof, including all pension, profit sharing, savings and thrift, bonus, stock bonus, stock option or other cash or equity-based incentive or deferred compensation, severance pay, and medical and life insurance plans in which any Employees of Seller participate.

"Employees" is defined in Section 3.08.

"Encumbrances" mean all claims, security interests, liens, pledges, charges, escrows, options, proxies, rights of first refusal, preemptive rights, mortgages, hypothecations, prior assignments, title retention agreements, indentures, security agreements or any other encumbrances or the use, transfer or ownership of any property.

"Environmental Laws" means the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 3003 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq., and any analogous federal, state or local statute, law, regulation, or ordinance regarding the protection of public health or the environment, including without limitation the Pennsylvania Solid Waste Management Act, 35 P.S. §§ 6018.101 et seq., the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, 53 P.S. §§ 4000101 et seq. ("Act 101"), the Pennsylvania Clean Streams Law, 35 P.S. §§ 691.1 et seq., the Pennsylvania Air Pollution Control Act, 35 P.S. §§ 4001, et seq., the Pennsylvania Storage Tank and Spill Prevention Act, 35 P. S. §§ 6021.101 et seq., the Susquehanna River Basin Compact, P.L. 91-575 (84 Stat. 1509 et seq.), any other statutes, laws, regulations or ordinances under which the Facility Permits have been issued or which otherwise regulate the operations of the Facility or at or on the Real Estate, and any and all other laws pertaining to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, all as such statutes, laws, regulations and ordinances are or may be amended from time to time.

"Environmental Liabilities" means all Liabilities or Losses arising from environmental or public health conditions, the Release of Hazardous Materials into the environment, or compliance with Environmental Laws, Environmental Permits or Environmental Orders, whether based on contract, tort, implied or express warranty, strict liability or criminal or civil statute. Environmental Liabilities includes any Liabilities or Losses related to any Remediation, the cost to achieve compliance with Environmental Laws, Environmental Permits, or Environmental

Orders, any Lien in favor of any Governmental Authority for Environmental Liabilities, or any agreement with a Governmental Authority regarding Environmental Liabilities.

"Environmental Order" means any judgment, order, award or decree of any federal, state, local or other court, tribunal or administrative agency related to any Environmental Liability and any award in any arbitration proceeding (or Contract entered into in any administrative, judicial or arbitration proceeding with any Governmental Authority) regarding an Environmental Liability.

"Environmental Permits" means all permits, licenses, approvals, immunities, entitlements and other authorizations issued pursuant to any Environmental Law that are needed for, used in connection with or otherwise relating to the development, construction, operation, use, or maintenance of the Facility.

"Epstein Allegations" is defined in Section 3.09(e).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Escrow Agent" means Fulton Bank.

"Escrow Agreement" means that certain Escrow Agreement by and among Buyer, Seller and the Escrow Agent, in the form of Exhibit C attached hereto.

"EWRS" means that certain effluent water reuse system located on the Real Estate and forming a part of the Real Property.

"Excluded Assets" is defined in Section 2.02.

"Excluded Liabilities" is defined in Section 2.07(b).

"Facility" is defined in the Background paragraphs to this Agreement.

"Final Net Adjustment Amount" is defined in Section 2.08(c).

"Financial Statements" means the audited balance sheets of Seller as of December 31, 2011 and the related audited statements of income and cash flows for the period then ended, including notes thereto, together with the report thereon Seller's independent certified public accountants.

"GAAP" means the United States generally accepted accounting principles and practices as in effect from time to time and applied consistently throughout the periods involved.

"Governmental Authority" means the government of any nation, state, city, locality or other political subdivision of any thereof, any agency, entity or instrumentality exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, regulation or compliance, including any state or local public utility commission and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Governmental Authorizations" means any approvals, concessions, consents, franchises, licenses, permits and other authorizations of all applicable Governmental Authorities necessary for the consummation of the Contemplated Transactions, in each case other than Environmental Permits.

"Governmental Permits" means all permits, licenses, approvals, immunities, entitlements and other authorizations, franchises, registrations, consents and certificates of need held or applied for by any Person from any Governmental Authority, including all filings, certificates of occupancy, operating permits, sign permits, development rights and approvals, zoning, building, safety and health approvals and rights and all other permits needed for, used in connection with or otherwise relating to the development, construction, operation, use or maintenance of the Facility, in each case other than Environmental Permits.

"Hazardous Materials" means any substance, the Release, emission, discharge, use, treatment, storage, or disposal of which is regulated or governed by, or subject to, any Environmental Law, including petroleum and petroleum derivatives.

"Improvements" is defined in Section 2.01(b).

"Indemnified Party" is defined in Section 9.04(a).

"Indemnifying Party" is defined in Section 9.04.

"Independent Engineer's Report" means the report issued by HDR Engineering, Inc. in connection with issuance of the Acquisition Bonds.

"Insurance Payment" is defined in Section 9.05(a).

"Intellectual Property" means all trademarks, trademark applications and registrations, trade names, service marks, service names, domain names, symbols, logos, know-how, copyrights and other proprietary materials or intellectual property rights used or held for use by Seller.

"IRS" means the Internal Revenue Service of the United States of America.

"Knowledge" (i) with respect to Seller, means the actual (and not constructive, imputed or implied) knowledge of Shannon G. Williams, P.E., Executive Director of Seller, and Jack D. Lausch, Facility Director of Seller, and (ii) with respect to Buyer, means the actual (and not constructive, imputed or implied) knowledge of James D. Warner and Thomas F. Adams. No such person shall have any personal liability or obligation whatsoever with respect to any of the matters set forth in this Agreement and any other documents, agreements, or instruments related thereto or any of the representations made by Seller or Buyer, as the case may be, being or becoming untrue, inaccurate or incomplete in any respect.

"Law" means any federal, state and local law, statute, ordinance, rule, regulation, code (including any zoning code, fire code or health and safety code), Governmental Permit, order, decree or similar edict enacted, adopted, issued or promulgated by or any Contract with, any Governmental Authority, including all Orders.

"Legal Proceedings" means a claim, action, suit or other legal proceeding formally instituted in a court or other legal, administrative or governmental tribunal or similar judicial or governmental body.

"Liabilities" means liabilities or obligations of any nature, whether asserted or unasserted, liquidated or unliquidated, absolute or contingent.

"Lien" means, with respect to any property or asset, any lien, security interest, mortgage, pledge, charge, claim, assessment, lease, right of first refusal, option, limitation on transfer or use or assignment or licensing, restrictive easement or any other encumbrance or restriction of any kind.

"Losses" means obligations, Taxes, Liabilities, losses, penalties, charges, actual damages, deficiencies, costs and expenses (whether or not arising out of third-party claims), including interest, penalties and other losses, court costs, reasonable attorneys' fees and expenses and all amounts paid in investigation, defense or settlement of any of the foregoing; provided, however, in no event shall Losses include punitive, consequential, incremental or special damages or lost profits and the amount of any Losses will be determined net of amounts recovered under insurance policies or other collateral sources (such as contractual indemnities of any Person which are contained outside of this Agreement) with respect to a particular Loss.

"Mass Burn Facility" is defined in the Background paragraphs to this Agreement.

"Material Adverse Effect" means any matter, event, change or effect that is or would reasonably be expected to be materially adverse to the assets, properties, business, operations, liabilities, results of operation, or financial condition of Seller, the MSW Services or the Facility; provided, that a "Material Adverse Effect" shall exclude any adverse effect resulting from (A) changes or conditions in the United States economy (or in any region thereof) or financial markets generally, (B) commencement, continuation or escalation of acts of terrorism or war, material armed hostilities, or other material international or national calamity or act of terrorism directly or indirectly involving or affecting the United States, (C) the pendency, execution, delivery, performance or public announcement of this Agreement or the consummation of the Contemplated Transactions, (D) changes in GAAP (or any interpretations thereof), (E) any change or development resulting from the unreasonable failure of Buyer to consent to any of the actions proscribed in Section 5.01, (F) proposed changes in Law not specific to the MSW Services or the Facility, (G) changes in legal, regulatory, political, economic or business conditions, generally (H) changes of which Buyer was aware of on the date of this Agreement, or (I) changes due to the resignation or termination of any Employee or of the Receiver.

"Material Contracts" means the Assumed Contracts and (i) which require annual payments in excess of Ten Thousand Dollars ($10,000) per annum, (iii) which are not terminable upon less than one hundred twenty (120) days' notice without premium or penalty or (iii) which otherwise provide or require a material service to or from Seller with respect to the Facility, a list of which is set forth on Schedule 3.06.

"Member Communities" means the City of Harrisburg and County of Lancaster.

"Mitigation Payment" is defined in Section 9.05(a).

"MPSA" means that certain Management and Professional Services Agreement, dated as of May 29, 2007, executed by and among Seller and Covanta, as amended from time to time.

"MPSA Release Agreement" means the general release which may be part of an amendment to the MPSA, releasing Seller and its successors from any and all claims it may have against Seller for matters relating to, or arising from, the MPSA and which includes the Covanta Release.

"MSW" means (a) 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 (b) any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility and (c) leaves, garden residues, grass clippings, shrubbery and tree trimmings, and similar material. MSW does not include recycled materials or composted materials, or truckloads composed primarily of leaves, garden residues, grass clippings, shrubbery and tree trimmings, and similar material.

"MSW Services" is defined in the Background paragraphs to this Agreement.

"Municipality Act" means the Municipality Authorities Act of 1945 as enacted in the Commonwealth of Pennsylvania, as amended.

"Net Adjustment Amount" is defined in Section 2.08(b).

"Net Proceeds" means the par amount of the applicable bonds, less any original issue discount, and plus any original issue premium.

"Notice of Loss" is defined in Section 9.04(a).

"O&M Agreements" is defined in Section 2.01(e).

"OFAC" is defined in Section 4.08(a).

"Operating Agreement" means the agreement, between Buyer and Seller, sufficient for DEP to allow Buyer to operate the Facility after Closing and provide the MSW Services under Seller's Environmental Permits, as provided in Section 6.09.

"Order" means any judgment, order, award or decree of any federal, state, local or other court, tribunal or administrative agency, and any award in any arbitration proceeding (or Contract entered into in any administrative, judicial or arbitration proceeding with any Governmental Authority), in each case other than Environmental Orders.

"Organizational Documents" means, as to any Person, such Person's (i) certificate or articles of incorporation or formation or similar corporate charter, limited liability company formation or other instruments of organization or formation, (ii) articles of association, bylaws or other similar instruments and (iii) shareholder agreements, limited liability company agreements

or operating agreements and other similar governing corporate documents, in each case, including any amendments thereto and restatements thereof.

"Other Environmental Allegations" is defined in Section 3.09(e).

"Party" or "Parties" is defined in the Preamble to this Agreement.

"Patriot Act" means the USA Patriot Act of 2001, Pub. L. No. 107-56.

"Permitted Encumbrances" means (i) immaterial Liens for Taxes, assessments and other governmental charges not yet due and payable or delinquent or being contested in good faith, (ii) immaterial mechanics', workmen's, repairmen's, warehousemen's, carriers' or other like Liens arising or incurred in the ordinary course of business, (iii) Encumbrances relating to utility easements serving the Facility or which are immaterial, (iv) Encumbrances otherwise relating to the Real Estate as disclosed on Schedule B-2 of that certain title report ordered by Buyer in furtherance of the Contemplated Transactions, (v) the DCRC Ground Lease and the interest of any tenant party thereto, together with the County's interest in the improvements comprising the Dauphin County Recycling Center, and (vi) any Encumbrances which do not materially detract from the value of such Acquired Assets as now used, or materially interfere with the MSW Services or any present use of such Acquired Assets. The term Permitted Encumbrances does not include any Excluded Liability or lien related thereto.

"Person" means a natural person, a corporation, a limited liability company, a partnership, a joint venture, an association, a joint stock company, a trust, a trustee, an estate, an unincorporated organization, a real estate investment trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

"Pricing Date TIC" is defined in Section 2.06(a).

"Pricing Model" means the spreadsheet attached as Exhibit H.

"Purchase Price" is defined in Section 2.03.

"RACP Grant" is defined in Section 2.01(p).

"Real Estate" means the land described on Exhibit B attached hereto and all rights, privileges, easements and appurtenances to such land or the improvements located thereon, excluding the Dauphin County Recycling Center, including any air, development, water, hydrocarbon or mineral rights held by or leased by the owner thereof or appurtenant to the land or improvements and all rights or interest relating to all licenses, easements, rights-of-way, claims, rights or benefits, covenants, conditions and servitudes and other appurtenances used or connected with the beneficial use or enjoyment of such land or improvements and all rights or interests relating to any roads, alleys or parking areas adjacent to or servicing such land or improvements (including access ways to and from both 19th Street and Route 230) and any award made to or to be made in lieu thereof and any award for damage to any parcel by reason of a change of grade in any street, alley, road or avenue, as aforesaid.

"Real Property" is defined in the Background paragraphs to this Agreement.

"Receiver" means the holder of the Office of the Receiver for the City of Harrisburg, Receiver for the Commonwealth of Pennsylvania, appointed pursuant to the Municipalities Financial Recovery Act (Act 47), Act of July 10, 1987, P.L. 246, as amended, 53 P.S.§§11701-101-117011710. The Receiver is, as of the date of this Agreement, General William Lynch.

"Recovery Plan" is defined in the Background paragraphs to this Agreement.

"Release" means any presence, emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration, or release of Hazardous Materials from any source into or upon the environment, including the air, soil, improvements, surface water, groundwater, the sewer, septic system, storm drain, publicly owned treatment works, or waste treatment, storage, or disposal systems.

"Remediation" means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, monitoring, sampling and analysis, closure, or post-closure in connection with the suspected, threatened or actual Release of Hazardous Materials.

"Resolving Accounting Firm" is defined in Section 2.08(c).

"Restated City Disposal Agreement" means the Assignment, Amendment and Restatement of Municipal Waste Disposal Agreement between the City and Buyer attached as Exhibit K.

"Seller" is defined in the Preamble of this Agreement.

"Seller Indemnitee" or "Seller Indemnitees" is defined in Section 9.01.

"Seller's Closing Costs" means certain fees and costs payable by Seller and/or the Receiver in connection with the sale contemplated by this Agreement in an amount not to exceed One Million Six Hundred Thousand Dollars ($1,600,000).

"Specially Designated Nationals and Blocked Persons" is defined in Section 4.08(a).

"Steam Agreement" shall mean the agreement between Buyer and the Borough of Columbia under which the Borough leases the Electrical Plant from Buyer and Buyer sells steam to the Borough.

"Steam Lines" shall mean those certain steam lines originating from within the boundaries of the Real Estate.

"Subordinate Note" is defined in Section 7.01(m).

"Survival Period" is defined in Section 9.03(a).

"Tax(es)" means any tax, governmental fee or other like assessment or charge of any kind whatsoever (including withholding on amounts paid to or by any Person), together with any

interest, penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign).

"Tax Return" means any return, report or similar statement required to be filed with respect to any Taxes (including any attached schedules and workpapers), including any information return or report, claims for refund, amended return and declaration of estimated Tax.

"Termination Date" is defined in Section 11.01(b).

"Third Party Claim" is defined in Section 9.04(b).

"Third Party Hauler Agreements" is defined in Section 2.01(e).

"Third Party Payment" is defined in Section 9.05(a).

"Third Party Reports" means, collectively, the third-party reports with respect to the Real Property received by or otherwise made available to Buyer in connection with this Agreement, including environmental reports, engineering reports, title commitments, surveys and zoning reports.

"Transaction Documents" means this Agreement, the Escrow Agreement, the MPSA Release Agreement, the CIT Settlement Agreement, the amended Receiver's Recovery Plan as described in Section 7.01(a), the County Agreements between the County and Buyer, the Restated City Disposal Agreement between the City and Buyer, the Steam Agreement between Buyer and the Borough, the Power Purchase Agreement between the Borough and DGS, the resolution approving the amended County Act 101 Plan, the Subordinate Note, the AGM Release, the RACP Grant, the County Release, the Covanta Release and any other agreement, certificate, instrument or writing delivered in connection with this Agreement or the consummation of the Contemplated Transactions.

"Transfer Taxes" is defined in Section 10.01.

"Treasury Regulations" means, with respect to the Code or any specific section thereof, the regulations promulgated by the IRS (or any successor agency or regulatory body thereto) and pertaining to the Code or such specific section thereof.

"True Interest Cost" means the rate of interest, compounded semiannually, required to discount the payments of principal and interest to bondholders to the original purchase price.

"Unused Closure Funds" means the amount contained at Closing in Closure funds in excess of the amount required by DEP to be maintained to secure the closure obligations of the Ashfill and the decommissioning obligations of the Facility, as approved by DEP, or if DEP approval has not been obtained, as determined under Section 6.08.

"U.S. Person" is defined in Section 4.08(a).

"Water and Sewer Assets" means any and all assets owned by Seller and related to the Water and Sewer Services, excluding the EWRS.

"Water and Sewer Services" is defined in the Background paragraphs to this Agreement

EXHIBIT B

Real Estate and Legal Descriptions

That certain 59.5 acre parcel of real property owned by Seller located in the City of Harrisburg, Pennsylvania, and Swatara Township, Dauphin County, Pennsylvania, more fully described as follows:

[INSERT REAL ESTATE METES & BOUNDS DESCRIPTION]

EXHIBIT A

Legal Description

ALL that certain piece or parcel of land situate in City of Harrisburg and Swatara Township, Dauphin County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point, said point being a brass disc set in concrete at the road face of a stone wall on the east right-of-way line of Cameron Street, said point also being the westerly most corner of the herein described parcel; thence along the southern line of land now or formerly the City of Harrisburg (Cameron Park) the following twelve (12) courses and distances; NORTH 45 degrees 10 minutes 00 seconds EAST a distance of 697.50 feet from an iron rod found near the base of an old wood fence post; thence NORTH 09 degrees 20 minutes 00 seconds WEST a distance of 450.00 feet to a concrete monument set; thence 424.115 feet on a curve to the right having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 270.00 feet, and a chord bearing NORTH 35 degrees 40 minutes 00 seconds EAST a distance of 381.84 feet to a concrete monument set at the mid-point of a semi-circle; thence continuing 424.115 feet on a curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 270.00 feet, and a chord bearing SOUTH 54 degrees 20 minutes 00 seconds EAST a distance of 381.84 feet to a concrete monument set; thence SOUTH 09 degrees 20 minutes 00 seconds EAST a distance of 400.00 feet to a concrete monument set; thence NORTH 79 degrees 12 minutes 00 seconds EAST a distance of 135.00 feet to a concrete monument set; thence SOUTH 40 degrees 08 minutes 00 seconds EAST a distance of 130.89 feet to a point, said point being NORTH 20 degrees 04 minutes 10 seconds WEST a distance of 0.55 feet from a concrete monument found; thence NORTH 73 degrees 21 minutes 00 seconds EAST a distance of 219.20 feet to a concrete monument set; thence SOUTH 16 degrees 39 minutes 00 seconds EAST a distance of 100.00 feet to a concrete monument set on the beginning point of a curve; thence 240.91 feet on a curve to the left, having a central angle of 25 degrees 35 minutes 40 seconds, and a chord bearing NORTH 70 degrees 33 minutes 09 seconds EAST a distance of 238.91 feet to a concrete monument set on said curve and being at or near the boundary line between the City of Harrisburg on the west and Swatara Township on the east; thence continuing 379.06 feet along said curve to the left having a central angle of 40 degrees 16 minutes 18 seconds, a radius of 539.30 feet, and a chord bearing NORTH 37 degrees 37 minutes 10 seconds EAST a distance of 371.31 feet to a concrete monument set; thence NORTH 17 degrees 29 minutes 00 seconds EAST a distance of 116.40 feet to an iron rod set at a base of a tree, and being on the said western right-of-way line of 19th Street; thence along the western right-of-way line of 19th Street the following three (3) courses and distances; SOUTH 13 degrees 24 minutes 00 seconds EAST a distance of 220.00 feet to a concrete monument set at the corner of the division line between tract No. 1 and tract No. 2 in Deed Book I Volume 64, page 482; thence SOUTH 13 degrees 24 minutes 00 seconds EAST a distance of 417.89 feet to an iron rod found and replaced by a concrete monument set; thence 584.13 feet on a curve to the left, having a central angle of 33 degrees 28 minutes 00 seconds, a radius of 1,000.05 feet, and a chord bearing of SOUTH 30 degrees 08 minutes 00 seconds EAST a distance of 575.86 feet to an iron rod found and replaced by a concrete monument set, where the western right-of-way line intersects the northwesterly right-of-way line of Gibson Street, said point being SOUTH 85 degrees 39 minutes 28 seconds WEST a distance of 38.90 feet from a railroad spike found, where the physical center-line of

Gibson Street intersects the projection of the westerly concrete pavement edge of 19th Street; thence along the northwestern right-of-way line of Gibson Street the following two (2) courses and distances SOUTH 45 degrees 05 minutes 00 seconds WEST a distance of 950.61 feet to a point being a corner of tract No. 1 and tract No. 2 in Deed Book I Volume 64, page 482; thence SOUTH 45 degrees 05 minutes 00 seconds WEST a distance of 88.24 feet to a concrete monument set at the easterly most corner of land now or formerly Automotive Financial Services, Inc., said point being NORTH 45 degrees 29 minutes 15 seconds EAST a distance of 152.32 feet from an iron rod found; thence along the northeastern line of land now or formerly Automotive Financial Services, Inc. NORTH 50 degrees 39 minutes 00 seconds WEST a distance of 462.33 feet to an iron pipe found in concrete; thence along land now or formerly Automotive Financial Services, Inc., and William J. Rozman in part, SOUTH 43 degrees 11 minutes 20 seconds WEST a distance of 247.30 feet to an iron rod found; thence along land now or formerly Thomas J. Flynn in part, land now or formerly Downtown Car Wash in part, and land now or formerly Thomas Maslowski in part, NORTH 51 degrees 00 minutes 13 seconds WEST a distance of 462.78 feet to an iron rod found; thence along land now or formerly Pennsylvania Power and Light Company, Inc. the following three (3) courses and distances NORTH 42 degrees 58 minutes 06 seconds EAST a distance of 50.10 feet to a point near an existing well casing; thence NORTH 50 degrees 44 minutes 07 seconds WEST a distance of 385.57 feet to a concrete monument set; thence SOUTH 39 degrees 08 minutes 28 seconds WEST a distance of 50.00 feet to an iron rod found; thence along land now or formerly Pennsylvania Power and Light Company the following course SOUTH 39 degrees 08 minutes 28 seconds WEST a distance of 249.33 feet to an iron disc tablet found set in concrete; thence along the eastern right-of-way of Cameron Street the following six (6) courses and distances, NORTH 46 degrees 28 minutes 02 seconds WEST a distance of 148.11 feet to a brass disc set in concrete; thence NORTH 46 degrees 25 minutes 45 seconds EAST a distance of 32.40 feet to a concrete monument set; thence NORTH 42 degrees 00 minutes 08 seconds WEST a distance of 106.70 feet, to a point in Spring Creek; thence SOUTH 49 degrees 33 minutes 59 seconds WEST a distance of 26.00 feet to a brass disc set in concrete; thence NORTH 36 degrees 10 minutes 00 seconds WEST a distance of 209.90 feet to a railroad spike set in the Cameron Street entrance to the herein described parcel; thence - NORTH 33 degrees 00 minutes 00 seconds WEST a distance of 44.94 feet to the point or place of beginning. Containing 59.498 acres of land more or less.

EXHIBIT C

Escrow Agreement

[Attached]

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is dated and made as of _____, 2013 by and among THE HARRISBURG AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Seller"), LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Buyer"), and FULTON FINANCIAL ADVISORS, a division of Fulton Bank, N.A., as escrow agent (the "Escrow Agent").

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of _____, 2013 (the "Purchase Agreement"), pursuant to which Seller, among other things, has agreed to sell, transfer, assign and deliver all of its right, title and interest in and to the Acquired Assets (as defined in the Purchase Agreement) to Buyer;

WHEREAS, this Agreement is being entered into pursuant to Section 2.04 of the Purchase Agreement for the purpose of establishing a deposit escrow account in which to maintain the Deposit (as defined in the Purchase Agreement), which shall be applied against the Purchase Price (as defined in the Purchase Agreement) at the closing of the transactions contemplated by the Purchase Agreement; and

WHEREAS, the Escrow Agent is willing to act as escrow agent in respect of the Deposit Escrow Funds (as defined below) upon the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement shall have the meanings set forth below and elsewhere in this Agreement. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to such terms under the Purchase Agreement

(a) "Deposit" means Five Hundred Thousand Dollars ($500,000.00) deposited by Buyer with the Escrow Agent pursuant to Section 2.04 of the Purchase Agreement and Section 3 of this Agreement.

(b) "Deposit Escrow Funds" means the Deposit plus all interest, dividends and other earnings thereon received by or credited to the various accounts of the Escrow Agent, less any funds distributed or paid therefrom in accordance with this Agreement.

(c) "Joint Written Direction" means a written direction executed by Buyer and Seller to disburse all or a portion of the Deposit Escrow Funds or to take or refrain from taking an action pursuant to this Agreement.

2. Appointment of Escrow Agent. Seller and Buyer hereby appoint the Escrow Agent as escrow agent in accordance with the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment, all upon the terms and conditions set forth in this Agreement.

3. Deposits in Escrow. In connection with and upon the execution and delivery of the Purchase Agreement, Buyer shall deliver the Deposit to the Escrow Agent, to be deposited with the Escrow Agent pursuant to the wire instructions set forth on Schedule 1 attached hereto. Buyer and Seller hereby authorize and direct the Escrow Agent to keep the Deposit Escrow Funds in its possession, pending the disbursement thereof in accordance with the terms of this Agreement, and the Escrow Agent accepts such Deposit Escrow Funds subject to the foregoing terms.

4. Disbursement of Deposit Escrow Funds. The Escrow Agent shall hold and safeguard the Deposit Escrow Funds in its possession until instructed hereunder to release the Deposit Escrow Funds in accordance with the terms of this Section 4.

(a) If deposited by Buyer, the Escrow Agent shall disburse the Deposit Escrow Funds at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction containing wire instructions for such disbursement.

(b) If Seller is entitled to payment of the Deposit Escrow Funds pursuant to Sections 6.05(a), 6.05(b) or 11.03(a) of the Purchase Agreement, then Seller shall deliver to the Escrow Agent, the Buyer and Buyer's legal counsel in accordance with Section 11(d) of this Agreement a written notice (a "Seller Notice") certifying that Seller is entitled to payment in full of the Deposit Escrow Funds under the Purchase Agreement. If, within ten (10) Business Days after the delivery of a Seller Notice to Buyer and Buyer's legal counsel, the Escrow Agent receives a statement from Buyer approving the right of Seller to the Deposit Escrow Funds as set forth in the Seller Notice (a "Buyer Approval Notice"), then the Escrow Agent shall promptly pay to Seller all of the Deposit Escrow Funds.

(c) If Buyer is entitled to payment of the Deposit Escrow Funds pursuant to Sections 2.06(c), 6.05(a), 6.05(b), or 11.03(b) of the Purchase Agreement, then Buyer shall deliver to the Escrow Agent, the Seller and the Seller's legal counsel in accordance with Section 11(d) of this Agreement a written notice (a "Buyer Notice") certifying that Buyer is entitled to payment, in full or in part, of the Deposit Escrow Funds under the Purchase Agreement. If, within ten (10) Business Days after the delivery of a Buyer Notice to Seller and Seller's legal counsel, the Escrow Agent receives a statement from Seller approving the right of Buyer to the Deposit Escrow Funds as set forth in the Buyer Notice (a "Seller Approval Notice"), then the Escrow Agent shall promptly pay to Buyer all of the Deposit Escrow Funds.

(d) If, during either of the ten (10) Business Day periods referred to in Sections 4(b) and (c) above, the Escrow Agent does not receive either a Seller Approval Notice or a Buyer Approval Notice, as the case may be, then the Escrow Agent shall promptly notify (i) the Buyer and Buyer's legal counsel or (ii) the Seller and Seller's legal counsel, as the case may be, and continue to hold in escrow the Deposit Escrow Funds until receipt of (x) a Joint Written Direction or (y) a certified copy of a final, nonappealable order of a court of competent jurisdiction ordering the Escrow Agent to disburse the Deposit Escrow Funds. Upon receipt of such Joint Written Direction referred to in clause (x) above or final order referred to in clause (y) above, the Escrow Agent shall promptly comply with its terms.

5. Investment of the Deposit Escrow Funds. During the term of this Agreement, the Escrow Agent shall initially invest and reinvest the Deposit Escrow Funds in a money market deposit account ("MMDA") offered by the Escrow Agent, unless otherwise instructed in writing by Buyer and Seller to invest and reinvest the Deposit Escrow Funds and the proceeds thereof in a noninterest-bearing transaction account offered by the Escrow Agent, or a successor or similar investment offered by the Escrow Agent. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Deposit Escrow Funds, except for losses resulting from the gross negligence or willful misconduct of the Escrow Agent. Any interest or other income received on such investment and reinvestment of the Deposit Escrow Funds shall become part of the Deposit Escrow Funds, and any losses incurred on such investment and reinvestment of the Deposit Escrow Funds shall be debited against the Deposit Escrow Funds. The Deposit Escrow Funds shall be invested and reinvested as set forth above unless the Escrow Agent is notified differently by a Joint Written Direction.

6. Termination. This Agreement shall terminate upon the distribution pursuant to Sections 3 and 4 above of all Deposit Escrow Funds from the accounts established hereunder. The provisions of Sections 7, 9 and 10 of this Agreement shall survive the termination of this Agreement and the earlier resignation or removal of the Escrow Agent.

7. Compensation of Escrow Agent. Buyer and Seller shall be jointly and severally liable to the Escrow Agent for its customary fees and expenses for all services rendered by it hereunder pursuant to the fee schedule set forth in Schedule 2 attached hereto. Buyer and Seller shall jointly and severally indemnify, defend and hold harmless the Escrow Agent on demand for all loss, liability, damage, disbursements, advances or expenses paid or incurred by it in the administration of its duties hereunder, including, but not limited to, all reasonable counsel, advisors' and agents' fees and disbursements and all taxes or other governmental charges. The obligations contained in this Section 7 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

8. Resignation of Escrow Agent. The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving not less than thirty (30) calendar days' prior written notice of such resignation to Buyer and Seller in accordance with Section 11(d) of this Agreement. Thereafter, the Escrow Agent shall have no further obligation to Buyer and Seller except to hold the Deposit Escrow Funds as depository and not otherwise. Buyer and Seller may remove the Escrow Agent at any time by giving thirty (30) calendar days' prior written notice to the Escrow Agent in accordance with Section 11(d) of this Agreement. Upon such notice, a successor escrow agent shall be appointed by Buyer and Seller, who shall provide written notice of such to the resigning the Escrow Agent in accordance with Section 11(d) of this Agreement. Such successor escrow agent shall become the escrow agent hereunder upon the resignation or removal date specified in such notice. If Buyer and Seller are unable to agree upon a successor escrow agent within thirty (30) days after such notice, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. Buyer and Seller shall be jointly and severally liable for the costs and expenses (including its reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding. Upon receipt of the identity of the successor escrow agent, the Escrow Agent shall deliver the Deposit Escrow Funds then held hereunder to the successor Escrow Agent. Upon its resignation and delivery of the Deposit Escrow Funds as set forth in this Section 8, the

Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Deposit Escrow Funds or this Agreement.

9. Indemnification of Escrow Agent. Buyer and Seller shall jointly and severally indemnify, defend and hold harmless the Escrow Agent and its officers, directors, managers, employees, representatives and agents from and against, and reimburse the Escrow Agent for, any and all claims, expenses, obligations, liabilities, losses, damages, injuries (to person, property or natural resources), penalties, stamp or other similar taxes, actions, suits, judgments, reasonable costs and expenses (including reasonable attorney's fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Escrow Agent directly or indirectly relating to, or arising from, claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby, including, without limitation, all reasonable costs required to be associated with claims for damages to persons or property, as well as reasonable attorneys' and consultants' fees and expenses and court costs except to the extent caused by the Escrow Agent's gross negligence or willful misconduct. The provisions of this Section 9 shall survive the termination of this Agreement and the earlier resignation or removal of the Escrow Agent.

10. Escrow Agent.

(a) The duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth herein, and no duties, responsibilities or obligations shall be inferred or implied against the Escrow Agent. The Escrow Agent shall not be subject to, nor required to comply with, any other agreement to which Buyer or Seller is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Agreement) from Buyer or Seller or an entity acting on its behalf. The Escrow Agent shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(b) If at any time the Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Deposit Escrow Funds (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of the Deposit Escrow Funds), then the Escrow Agent is authorized to comply therewith in any manner it or legal counsel of its own choosing deems appropriate, and if the Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other forms of judicial or administrative process, then the Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(c) The Escrow Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. In no event shall the Escrow Agent be liable (i) for acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document from Buyer or Seller or any entity acting

on behalf of Buyer or Seller, (ii) for any indirect, consequential, punitive or special damages, regardless of the form of action and whether or not any such damages were foreseeable or contemplated, (iii) for the acts or omissions of its nominees, correspondents, designees, agents, subagents or subcustodians in connection with the Escrow Agent's duties hereunder in the absence of gross negligence or willful misconduct on its part, (iv) for the investment or reinvestment of any cash held by it hereunder, in each case in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the Deposit Escrow Funds, or any loss of interest or income incident to any such delays, or (v) for an amount in excess of the value of the Deposit Escrow Funds, valued as of the date of deposit, but only to the extent of direct money damages.

(d) The Escrow Agent may consult with legal counsel of its own choosing as to any matter relating to this Agreement, and the Escrow Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel.

(e) The Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including, but not limited to, any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

(f) The Escrow Agent shall be entitled to conclusively rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity or the service thereof. The Escrow Agent may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice to make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

(g) The Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement. The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

(h) At any time the Escrow Agent may request an instruction in writing from the Buyer and Seller and may, at its own option, include in such request the course of action it proposes to take and the date on which it proposes to act, regarding any matter arising in connection with its duties and obligations hereunder. The Escrow Agent shall not be liable for acting in accordance with such a proposal on or after the date specified therein, provided that the specified date shall be at least three (3) Business Days after Buyer and Seller receives the Escrow Agent's request for instructions and its proposed course of action, and provided further that, prior to so acting, the Escrow Agent has not received the written instructions requested.

(i) When the Escrow Agent acts on any information, instructions, communications (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent by facsimile, email or other form of electronic or data transmission, the Escrow Agent, absent gross negligence or willful misconduct, shall not be responsible or liable in the event such communication is not an authorized or authentic communication of Buyer or Seller or is not in the font or format Buyer and Seller sent or intended to send (whether due to fraud, distortion or otherwise). Buyer and Seller shall indemnify the Escrow Agent against any loss, liability, claim or expense (including legal fees and expenses) it may incur with its acting in accordance with any such communication.

(j) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion, refrain from taking any action, other than to retain possession of the Deposit Escrow Funds, unless the Escrow Agent receives written instructions, signed by Buyer and Seller, which eliminates such ambiguity or uncertainty.

(k) In the event of any dispute between or conflicting claims among Buyer and Seller and any other person or entity with respect to the Deposit Escrow Funds, the Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Deposit Escrow Funds so long as such dispute or conflict shall continue, and the Escrow Agent shall not be or become liable in any way to Buyer and Seller for failure or refusal to comply with such conflicting claims, demands or instructions. The Escrow Agent shall be entitled to refuse to act until either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to the Escrow Agent or (ii) the Escrow Agent shall have received security or an indemnity satisfactory to it to hold it harmless from and against any and all losses which it may incur by reason of so acting. Any court order, judgment or decree shall be accompanied by a legal opinion by counsel for the presenting party, satisfactory to the Escrow Agent, to the effect that said order, judgment or decree represents a final adjudication of the rights of the parties by a court of competent jurisdiction, and that the time for appeal from such order, judgment or decree has expired without an appeal having been filed with such court. The Escrow Agent shall act on such court order and legal opinions without further question. The Escrow Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding shall be paid by Buyer.

(l) The Escrow Agent does not have any interest in the Deposit Escrow Funds deposited hereunder but is serving as escrow holder only and having only possession thereof. Buyer and Seller shall be jointly and severally liable to pay or reimburse the Escrow Agent upon request for any transfer taxes, if any, or other taxes relating to the Deposit Escrow Funds incurred in connection herewith and shall indemnify and hold harmless the Escrow Agent from any amounts that it is obligated to pay in the way of such taxes, if any. Any payments of income from this Escrow Account shall be subject to withholding regulations then in force with respect to United States taxes. Buyer and Seller shall provide the Escrow Agent with appropriate W-9

forms for tax identification number certifications. It is understood that the Escrow Agent shall only be responsible for income reporting to Buyer and Seller with respect to income earned on the Deposit Escrow Funds and shall not be responsible for any other reporting. This Section 10(l) shall survive notwithstanding any termination of this Agreement or the resignation or removal of the Escrow Agent.

(m) The Escrow Agent shall provide to Buyer and Seller monthly statements setting forth the balance of the Deposit Escrow Funds, all interest earned and all distributions made, which statements shall be delivered to Buyer and Seller at their respective addresses set forth in Section 11(d).

11. Miscellaneous.

(a) As between Buyer and Seller, this Agreement is subject to and controlled by the terms of the Purchase Agreement. Nothing contained in this Agreement shall supersede, modify, limit, eliminate or otherwise affect any of the respective rights, duties and obligations of Buyer and Seller set forth in the Purchase Agreement. In the event of any inconsistency or conflict between the terms of the Purchase Agreement and the terms of this Agreement as such inconsistency or conflict pertains to the rights, duties and obligations of Buyer and Seller, the terms of the Purchase Agreement shall prevail.

(b) The headings of the sections of this Agreement have been inserted for convenience and shall not modify, define, limit or expand the express provisions of this Agreement.

(c) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to the principles of conflict of laws. Except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement may be brought in the United States District Court for the Middle District of Pennsylvania or any state court sitting in Harrisburg, Pennsylvania, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may not or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Each party agrees that service of process on such party as provided in Section 11(d) of this Agreement shall be deemed effective service of process on such party.

(d) All notices, requests, claims, demands and other communications under this Agreement will be deemed received when delivered. All notices, requests, claims, demands and other communications under this Agreement will be in writing and will be delivered personally, sent by overnight courier (providing proof of delivery) to the parties or sent by fax (providing confirmation of transmission) at the following addresses or fax numbers (or at such other address or fax number for a party as will be specified by like notice):

(i) If to Seller, to:

The Harrisburg Authority
212 Locust Street, Suite 302
Harrisburg, Pennsylvania 17102
Facsimile: (717) 525-7688
Attention: Shannon G. Williams, P.E., Executive Director

with a copy (which shall not constitute notice) to:

Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, Pennsylvania 19103
Facsimile: (215) 568-6603
Attention: Douglas F. Schleicher, Esq.

with a copy (which shall not constitute notice) to:

Receiver for the City of Harrisburg
Executive Offices
401 Finance Building, 613 North Street
Harrisburg, PA 17120
Facsimile: 717-231-5558
Attention: Major General William B. Lynch, USAF, Ret.

with a copy (which shall not constitute notice) to:

McKenna Long & Aldridge LLP
303 Peachtree Street, NE
Suite 5300
Atlanta, GA 30308
Facsimile: (404) 527-4198
Attention: Joseph O. Blanco, Esq.

(ii) If to Buyer, to:

Lancaster County Solid Waste Management Authority
1299 Harrisburg Pike
Lancaster, Pennsylvania 17603
Facsimile: (717) 397-9973
Attention: James D. Warner, Chief Executive Officer

with a copy (which shall not constitute notice) to:

Hartman Underhill & Brubaker, LLC
221 East Chestnut Street
Lancaster, Pennsylvania 17602
Facsimile: (717) 299-3160
Attention: Alexander Henderson III, Esq.

(iii) If to the Escrow Agent:

Fulton Financial Advisors

_____

_____

Facsimile: _____
Attention: _____

(e) This Agreement and the rights and obligations hereunder of parties hereto may not be assigned except with the prior written consent of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and permitted assigns. Except as expressly provided herein, no other person shall acquire or have any rights under or by virtue of this Agreement. This Agreement is intended to be for the sole benefit of the parties hereto, and (subject to the provisions of this Section 11(e)) their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third person.

(f) This Agreement may not be amended, supplemented or otherwise modified without the prior written consent of the parties hereto.

(g) The parties hereto acknowledge that, in accordance with Section 326 of the USA PATRIOT Act, the Escrow Agent, like all financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that opens an account. The parties to this Agreement agree that they shall provide the Escrow Agent with such information as it may request in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act.

(h) Nothing contained in this Agreement shall be deemed or construed to obligate Seller to execute or deliver the Purchase Agreement or perform any term or condition contained therein.

(i) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

(j) The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

(k) This Agreement may be executed by PDF or facsimile signature and in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

(l) This Agreement embodies the entire agreement and understanding among the parties relating to the subject matter hereof.

[Signature Page Follows]

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

SELLER:

THE HARRISBURG AUTHORITY
By its duly authorized representative:

By: _____
Name: _____
Title: _____

BUYER:

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY
By its duly authorized representative:

By: _____
Name: _____
Title: _____

ESCROW AGENT:

FULTON FINANCIAL ADVISORS,
a division of Fulton Bank, N.A.

By: _____
Name: _____
Title: _____

SCHEDULE 1

Escrow Agent Wire Instructions

Bank:	Fulton Bank
ABA Number:	031301422
Account Number:	013-196.964
Account Name:	LCSWMA HBGA ESCROW
Reference:	Fulton Financial Advisors

SCHEDULE 2

Escrow Agent Fees

FULTON FINANCIAL ADVISORS™

Making Success Personal.™

August 23, 2013

Attn: Joseph B. Allen, Esq.
Hartman Underhill & Brubaker LLP
221 E. Chestnut Street
Lancaster PA 17602

RE: Escrow Agreement by and among The Harrisburg Authority and Lancaster County Solid Waste Management Authority

Dear Mr. Allen:

I would like to thank you for giving Fulton Financial Advisors the opportunity to serve as Escrow Agent for the deposit escrow among The Harrisburg Authority and Lancaster County Solid Waste Management Authority.

We will charge a one time fee of $1,000.00 that would be applicable to a six month term that would cover our legal review, account set-up and escrow administration on an account of $500,000.00. This fee is payable upon the execution of the escrow agreement. If the escrow structure is materially changed, a new proposal will be submitted at the time of execution.

The escrow funds will be invested in the Goldman Sachs Financial Square Trust Treasury Obligations Fund, or comparable fund. Money market funds are available for deposit or withdrawal on a daily basis. Fulton Financial Advisors, a division of Fulton Bank, N.A. (hereinafter referred to as "Fulton"), has access to several money market funds, which may be used in an account. The fund is available only to larger institutional customers such as Fulton. A copy of the Fund Prospectus is available to you at any time upon request. Fulton has entered into an arrangement with the fund companies, which allows Fulton to provide this fund to clients in their account. This fund pays Fulton a service fee to compensate it for administrative, operational and custody services associated with processing this fund for its customers. This service compensation paid to Fulton is currently up to .25% of the average daily balance of the entire fund. This service compensation is further described in the Fund Prospectus. Additionally, the fund company itself has agreed to compensate Fulton for its role in the marketing of its funds. The amount of the marketing compensation paid to Fulton could be up to .05% of the average daily balance of the entire fund. This marketing compensation is paid from the earnings of the mutual fund company, thereby not reducing the income Fulton's clients receive on their respective money market fund investment.

If you have any questions regarding this proposal, please feel free to contact me at (717) 291-2562.

Sincerely,

Stuart Juppenlatz
Senior Vice President

EXHIBIT D

Form of Special Warranty Deed

[Attached]

PREPARED BY:

Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
Attention: Jawad H. Salah, Esquire

RETURN RECORDED DOCUMENT TO:

Hartman Underhill & Brubaker, LLC
221 East Chestnut Street
Lancaster, PA 17602
Attention: Mark Stanley, Esquire

Tax Parcel Number: 01-066-002-000-0000; 63-043-001-000-0000
63-043-015-000-0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the _____ day of _____, 2013, by THE HARRISBURG AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania whose mailing address is 212 Locust Street, Suite 302, Harrisburg, Pennsylvania 17102 ("**Grantor**"), to and in favor of LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania whose mailing address is 1299 Harrisburg Pike, Lancaster, Pennsylvania 17603 ("**Grantee**").

WITNESSETH, that Grantor, in consideration of the sum of TEN AND 00/100 Dollars ($10.00) and other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged by Grantor, intending to be legally bound, does hereby grant, bargain, sell and convey unto the said Grantee, and its successors and assigns, all of Grantor's right, title and interest in and to the real property identified in the attached Exhibit A;

BEING, the same premises which the City of Harrisburg, by Deed dated December 23, 1993 and recorded on December 23, 1993 in Book No. 2134, Page 117 *et seq.* in the Office of the Recorder of Deeds for Dauphin County, Pennsylvania, granted and conveyed unto Grantor, in fee.

TOGETHER WITH all and singular the buildings, improvements, ways, woods, waters, watercourses, streets, alleys, driveways, passages, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and of every part and parcel thereof; and all the estate, right, title, interest, use, possession, property, claim and demand whatsoever of the said Grantor, in law or in equity, or otherwise howsoever, of, in, and to the premises herein described and every part and parcel thereof.

UNDER AND SUBJECT TO any and all rights of the County of Dauphin to such improvements consisting of a "Materials Separation Facility" in accordance with that certain unrecorded Ground Lease dated as of February 25, 2004 entered into by the County of Dauphin and the Grantor.

AND FURTHER UNDER AND SUBJECT to the covenants, conditions, restrictions, and rights of way of record, to the extent valid, subsisting and enforceable.

TO HAVE AND TO HOLD all and singular the said lot or parcel of land above described, together with the buildings and improvements thereon erected (subject to the foregoing exceptions), the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

AND the said Grantor, for itself and its successors and assigns, does covenant, promise and agree, to and with the said Grantee, its successors and assigns, by these presents, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor and its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them, or any of them, shall and will WARRANT and forever DEFEND.

[COAL NOTICE: THIS DEED DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.] **NOTE: This Coal Notice is to be removed from this Deed upon the recording of a Corrective Deed deleting this notice from the vesting deed into Grantor.**

SEWAGE FACILITY. The real property conveyed hereby is serviced by a community sewage system. The foregoing statement is set forth pursuant to the Pennsylvania Sewage Facilities Act of January 24, 1966, No. 537, P.L. 1535, as amended.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the said Grantor has executed this Special Warranty Deed on the day and year first above written.

GRANTOR:

THE HARRISBURG AUTHORITY
By its duly authorized representative:

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF _____ :

On the ____ day of _____, 2013, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the duly authorized representative of The Harrisburg Authority, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania, and that he/she as such duly authorized representative, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the entity by himself/herself as such duly authorized representative.

IN WITNESS WHEREOF, I hereunto set my hand

_____
Notary Public

My Commission Expires: _____

Certificate of Grantee's Address

It is hereby certified that the Tax Billing Address and Owner Mailing Address of Lancaster County Solid Waste Management Authority, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania, is 1299 Harrisburg Pike, Lancaster, Pennsylvania 17603.

LANCASTER COUNTY SOLID WASTE
MANAGEMENT AUTHORITY
By its duly authorized representative:

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description

ALL that certain piece or parcel of land situate in City of Harrisburg and Swatara Township, Dauphin County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point, said point being a brass disc set in concrete at the road face of a stone wall on the east right-of-way line of Cameron Street, said point also being the westerly most corner of the herein described parcel; thence along the southern line of land now or formerly the City of Harrisburg (Cameron Park) the following twelve (12) courses and distances; NORTH 45 degrees 10 minutes 00 seconds EAST a distance of 697.50 feet from an iron rod found near the base of an old wood fence post; thence NORTH 09 degrees 20 minutes 00 seconds WEST a distance of 450.00 feet to a concrete monument set; thence 424.115 feet on a curve to the right having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 270.00 feet, and a chord bearing NORTH 35 degrees 40 minutes 00 seconds EAST a distance of 381.84 feet to a concrete monument set at the mid-point of a semi-circle; thence continuing 424.115 feet on a curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 270.00 feet, and a chord bearing SOUTH 54 degrees 20 minutes 00 seconds EAST a distance of 381.84 feet to a concrete monument set; thence SOUTH 09 degrees 20 minutes 00 seconds EAST a distance of 400.00 feet to a concrete monument set; thence NORTH 79 degrees 12 minutes 00 seconds EAST a distance of 135.00 feet to a concrete monument set; thence SOUTH 40 degrees 08 minutes 00 seconds EAST a distance of 130.89 feet to a point, said point being NORTH 20 degrees 04 minutes 10 seconds WEST a distance of 0.55 feet from a concrete monument found; thence NORTH 73 degrees 21 minutes 00 seconds EAST a distance of 219.20 feet to a concrete monument set; thence SOUTH 16 degrees 39 minutes 00 seconds EAST a distance of 100.00 feet to a concrete monument set on the beginning point of a curve; thence 240.91 feet on a curve to the left, having a central angle of 25 degrees 35 minutes 40 seconds, and a chord bearing NORTH 70 degrees 33 minutes 09 seconds EAST a distance of 238.91 feet to a concrete monument set on said curve and being at or near the boundary line between the City of Harrisburg on the west and Swatara Township on the east; thence continuing 379.06 feet along said curve to the left having a central angle of 40 degrees 16 minutes 18 seconds, a radius of 539.30 feet, and a chord bearing NORTH 37 degrees 37 minutes 10 seconds EAST a distance of 371.31 feet to a concrete monument set; thence NORTH 17 degrees 29 minutes 00 seconds EAST a distance of 116.40 feet to an iron rod set at a base of a tree, and being on the said western right-of-way line of 19th Street; thence along the western right-of-way line of 19th Street the following three (3) courses and distances; SOUTH 13 degrees 24 minutes 00 seconds EAST a distance of 220.00 feet to a concrete monument set at the corner of the division line between tract No. 1 and tract No. 2 in Deed Book I Volume 64, page 482; thence SOUTH 13 degrees 24 minutes 00 seconds EAST a distance of 417.89 feet to an iron rod found and replaced by a concrete monument set; thence 584.13 feet on a curve to the left, having a central angle of 33 degrees 28 minutes 00 seconds, a radius of 1,000.05 feet, and a chord bearing of SOUTH 30 degrees 08 minutes 00 seconds EAST a distance of 575.86 feet to an iron rod found and replaced by a concrete monument set, where the western right-of-way line intersects the northwesterly right-of-way line of Gibson Street, said point being SOUTH 85 degrees 39 minutes 28 seconds WEST a distance of 38.90 feet from a railroad spike found, where the physical center-line of

Gibson Street intersects the projection of the westerly concrete pavement edge of 19th Street; thence along the northwestern right-of-way line of Gibson Street the following two (2) courses and distances SOUTH 45 degrees 05 minutes 00 seconds WEST a distance of 950.61 feet to a point being a corner of tract No. 1 and tract No. 2 in Deed Book I Volume 64, page 482; thence SOUTH 45 degrees 05 minutes 00 seconds WEST a distance of 88.24 feet to a concrete monument set at the easterly most corner of land now or formerly Automotive Financial Services, Inc., said point being NORTH 45 degrees 29 minutes 15 seconds EAST a distance of 152.32 feet from an iron rod found; thence along the northeastern line of land now or formerly Automotive Financial Services, Inc. NORTH 50 degrees 39 minutes 00 seconds WEST a distance of 462.33 feet to an iron pipe found in concrete; thence along land now or formerly Automotive Financial Services, Inc., and William J. Rozman in part, SOUTH 43 degrees 11 minutes 20 seconds WEST a distance of 247.30 feet to an iron rod found; thence along land now or formerly Thomas J. Flynn in part, land now or formerly Downtown Car Wash in part, and land now or formerly Thomas Maslowski in part, NORTH 51 degrees 00 minutes 13 seconds WEST a distance of 462.78 feet to an iron rod found; thence along land now or formerly Pennsylvania Power and Light Company, Inc. the following three (3) courses and distances NORTH 42 degrees 58 minutes 06 seconds EAST a distance of 50.10 feet to a point near an existing well casing; thence NORTH 50 degrees 44 minutes 07 seconds WEST a distance of 385.57 feet to a concrete monument set; thence SOUTH 39 degrees 08 minutes 28 seconds WEST a distance of 50.00 feet to an iron rod found; thence along land now or formerly Pennsylvania Power and Light Company the following course SOUTH 39 degrees 08 minutes 28 seconds WEST a distance of 249.33 feet to an iron disc tablet found set in concrete; thence along the eastern right-of-way of Cameron Street the following six (6) courses and distances, NORTH 46 degrees 28 minutes 02 seconds WEST a distance of 148.11 feet to a brass disc set in concrete; thence NORTH 46 degrees 25 minutes 45 seconds EAST a distance of 32.40 feet to a concrete monument set; thence NORTH 42 degrees 00 minutes 08 seconds WEST a distance of 106.70 feet, to a point in Spring Creek; thence SOUTH 49 degrees 33 minutes 59 seconds WEST a distance of 26.00 feet to a brass disc set in concrete; thence NORTH 36 degrees 10 minutes 00 seconds WEST a distance of 209.90 feet to a railroad spike set in the Cameron Street entrance to the herein described parcel; thence - NORTH 33 degrees 00 minutes 00 seconds WEST a distance of 44.94 feet to the point or place of beginning. Containing 59.498 acres of land more or less.

EXHIBIT E

Form of Bill of Sale

[Attached]

BILL OF SALE

This BILL OF SALE (this "Bill of Sale") is dated as of _____, 2013 by THE HARRISBURG AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Seller"), in favor of LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Buyer").

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of _____, 2013 (the "Purchase Agreement"), pursuant to which Seller, among other things, has agreed to sell, transfer, assign and deliver all of its right, title and interest in and to the Acquired Assets (as defined in the Purchase Agreement) to Buyer.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, for payment by Buyer to Seller of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the parties hereto agree as follows:

1. Sale and Transfer of Acquired Assets. Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of the date hereof, all of Seller's right, title and interest in and to all of the Acquired Assets.

2. Further Actions. For no additional consideration, Seller covenants and agrees to take all steps reasonably necessary to establish the record of Buyer's title to the Acquired Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Acquired Assets.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Acquired Assets, and limitations thereto, are incorporated herein by this reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Headings. The headings contained in this Bill of Sale are intended solely for convenience and shall not affect the rights of the parties to this Bill of Sale.

5. Delivery. Facsimile and other electronically scanned signature of Seller shall be binding.

6. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the principles regarding the choice of law. Seller agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Bill of Sale or

the matters contemplated hereby must be brought in the United States District Court for the Middle District of Pennsylvania or any state court sitting in Harrisburg, Pennsylvania, and Seller hereby consent to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Seller agrees that service of process on it as provided in Section 12.01 of the Purchase Agreement shall be deemed effective service of process on Seller.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the day and year first above written.

THE HARRISBURG AUTHORITY
By its duly authorized representative:

By: _____
Name: _____
Title: _____

EXHIBIT F

Form of Assignment and Assumption Agreement

[Attached]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated and made as of _____, 2013 by and between THE HARRISBURG AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Seller"), and LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of _____, 2013 (the "Purchase Agreement");

WHEREAS, in connection with the acquisition pursuant to the Purchase Agreement, Seller is assigning to Buyer all of Seller's right, title and interest in and to those Assumed Contracts set forth on Schedule A attached hereto and the Assumed Liabilities; and

WHEREAS, Seller desires to transfer and assign to Buyer all of Seller's right, title and interest in and to the Assumed Contracts and the Assumed Liabilities with respect thereto, and Buyer desires to assume Seller's obligations and liabilities with respect thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

2. Assignment and Assumption. Seller hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Buyer all of Seller's right, title, benefit, privilege and interest in and to, and all of Seller's obligations and liabilities in connection with or with respect to, the Assumed Contracts and Assumed Liabilities. Buyer hereby accepts the Assignment and assumes and agrees to perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Seller with respect to, to be observed, performed, paid or discharged, arising in connection with or resulting from or which are the Assumed Liabilities with respect to the Assumed Contracts set forth on Schedule A attached hereto and, with respect to other liabilities of the Assumed Contracts and Assumed Liabilities from and after the Closing. Seller shall remain liable for, and Buyer assumes no liabilities of Seller with respect to, all of the obligations and liabilities of Seller which are not Assumed Liabilities.

3. Terms of the Purchase Agreement. Notwithstanding any other provisions of this instrument to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations of Buyer or Seller set forth in the Purchase Agreement, including, without limitation, any indemnification specified therein. This Agreement is subject to and controlled by the terms of the Purchase Agreement.

4. Further Acts. Seller and Buyer shall execute and deliver to the other party, if the other party so requests, such further instruments, documents and agreements as may be reasonably necessary or appropriate to complete or further evidence either the foregoing assignment or the foregoing assumption.

5. Binding Obligation. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party to this Agreement as permitted by Section 12.04 of the Purchase Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the principles regarding the choice of law. Each of Seller and Buyer agrees that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party hereto or its successors or assigns must be brought in the United States District Court for the Middle District of Pennsylvania or any state court sitting in Harrisburg, Pennsylvania, and each of Seller and Buyer hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Each of Seller and Buyer agrees that service of process on it as provided in Section 12.01 of the Purchase Agreement shall be deemed effective service of process on it.

7. Amendment. This Agreement shall not be amended, supplemented or changed except by an agreement in writing that is signed by the parties hereto.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and together shall constitute one and the same document. Facsimile and other electronically scanned signatures of the parties hereto shall be binding.

9. Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the parties to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

SELLER:

THE HARRISBURG AUTHORITY
By its duly authorized representative:

By: _____
Name: _____
Title: _____

BUYER:

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY
By its duly authorized representative:

By: _____
Name: _____
Title: _____

SCHEDULE A

Assumed Contracts

[To Come]

EXHIBIT G

Form of Certificate of Non-Foreign Status

[Attached]

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that under specified circumstances, a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For United States tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a United States real property interest under local law) will be the transferor of the real property interest and not the disregarded entity. To inform LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania (the "Transferee"), that withholding of tax is not required upon the disposition of a United States real property interest by THE HARRISBURG AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania (the "Transferor"), the undersigned hereby certifies the following:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and Income Tax Regulations).

2. The Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the United States Treasury Regulations.

3. The Transferor's United States taxpayer identification number is 23-6632234.

4. The Transferor's office address is 212 Locust Street, Suite 302, Harrisburg, Pennsylvania 17102.

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: _____, 2013

THE HARRISBURG AUTHORITY
By its duly authorized representative:

By: _____
Name: _____
Title: _____

EXHIBIT H

Sources and Uses: Pricing Model

[Attached]

Sources & Uses
Lancaster County Solid Waste Management Authority
Revenue Bonds, Series 2013

SOURCES	Acquisition Bonds	Subordinate Bonds	Cash	Total
Par	108,725,000	24,000,000	-	132,725,000
Premium	5,696,022	-	-	5,696,022
RCAP	-	-	8,000,000	8,000,000
THA Indenture	-	-	8,000,000	8,000,000
Cash	-	-	5,956,000	5,956,000
Total	114,421,022	24,000,000	21,956,000	160,377,022

USES	Acquisition Bonds	Subordinate Bonds	Cash	Total
Acq. Price	101,886,365	23,850,000	5,000,000	130,736,365
Rehab Exp.	-	-	16,000,000	16,000,000
DSRF	9,471,500	-	-	9,471,500
Seller's Costs	1,600,000	-	-	1,600,000
COI	1,463,158	150,000	-	1,613,158
Diligence Costs	-	-	956,000	956,000
Total	114,421,022	24,000,000	21,956,000	160,377,022

* Will be reduced by $500,000 deposit paid pursuant to Asset Purchase Agreement

Lancaster County Solid Waste Management Authority

Financing Assumptions

Initial Bond Sizing Assumptions	
Dated Date:	7/31/2013
Payment Dates:	12/15/2013

Financing Assumptions	
Call Date:	12/15/2022
Call Price:	100
Min Coverage:	1.250
Average Coverage	1.418
COI Variable:	0.75%
COI Fixed:	605,000
Seller's Costs:	1,600,000
RCAP:	8,000,000
Other Rehab Expense:	8,000,000
First Interest Payment Date:	12/15/2013
First Principal Payment Date:	12/15/2014
Yr of First Prin. Pmt:	1
Debt Service Reserve Fund:	10%
Bond Issue Assumptions	
First Principal Payment Date:	12/15/2016
Yr of First Prin. Pmt:	4

Other Costs	
Cash:	5,000,000
Due Diligence:	956,000

Subordinate Note	
Subordinate Note Par	24,000,000
Cost of Issuance	150,000

Coupon Assumptions	
Period	Non-AMT
12/15/2013	5.00%
12/15/2014	5.00%
12/15/2015	5.00%
12/15/2016	5.00%
12/15/2017	5.00%
12/15/2018	5.00%
12/15/2019	5.00%
12/15/2020	5.00%
12/15/2021	5.00%
12/15/2022	5.00%
12/15/2023	5.00%
12/15/2024	5.00%
12/15/2025	5.00%
12/15/2026	5.00%
12/15/2027	5.00%
12/15/2028	5.00%
12/15/2029	5.00%
12/15/2030	5.00%
12/15/2031	5.00%
12/15/2032	5.00%

Rate Assumptions

Scale @ July 1: Non-AMT

Period	Active Scale	MMD	Spread
12/15/2013	0.85%	0.25%	0.60%
12/15/2014	1.30%	0.55%	0.75%
12/15/2015	1.80%	0.89%	0.91%
12/15/2016	2.15%	1.17%	0.98%
12/15/2017	2.50%	1.49%	1.01%
12/15/2018	2.80%	1.71%	1.09%
12/15/2019	3.10%	1.94%	1.16%
12/15/2020	3.35%	2.20%	1.15%
12/15/2021	3.65%	2.46%	1.19%
12/15/2022	3.80%	2.61%	1.19%
12/15/2023	3.95%	2.74%	1.21%
12/15/2024	4.45%	2.86%	
12/15/2025	4.45%	2.98%	
12/15/2026	4.45%	3.10%	
12/15/2027	4.45%	3.23%	1.22%
12/15/2028	4.75%	3.34%	
12/15/2029	4.75%	3.43%	
12/15/2030	4.75%	3.49%	
12/15/2031	4.75%	3.55%	
12/15/2032	4.75%	3.58%	1.17%

Rate Cushion: 0.00%

Cost of Issuance	
Authority Counsel	-
Underwriters Counsel	65,000
Bond Counsel	75,000
Financial Advisor	45,000
Trustee	7,500
Trustee Counsel	10,000
Independent Engineer	250,000
Rating Agencies	130,000
Printing	2,500
Miscellaneous	20,000

Initial Sizing Checks	
Coverage Escalation:	GOOD
TIC:	GOOD

Bond Sizing Checks	
Acquisition Price:	GOOD
TIC:	GOOD

Rating Agencies		Annual Fee	Notes
Fitch	55,000	5,000	Annual surveillance fee
Moody's	75,000		No annual fee. Indicative rating fee is 75% of standard fee
S&P	45,000		

	Date Corrected for Sizing Purposes						Date Corrected Debt Service (Annualized for Clawback Calculation)						
	Year Date	Months	Year Count	Revenue	Payment Date	Pmt Revenue	Date	Months	Principal	Interest	Annualized Principal	Annualized Interest	Annualized Debt
2013	9/15/2013			0			9/15/2013						
2013	12/15/2013	3		2,485,450	12/15/2013	2,485,450	12/15/2013	3		1,385,813			
2014	9/15/2014	9	1	7,456,351			9/15/2014	9		4,157,438	0	5,543,250	5,543,250
2014	12/15/2014	3		2,393,266	12/15/2014	9,849,617	12/15/2014	3	565,000	1,385,813			
2015	9/15/2015	9	2	7,179,799			9/15/2015	9	1,530,000	4,136,250	2,095,000	5,522,063	7,617,063
2015	12/15/2015	3		2,372,943	12/15/2015	9,552,742	12/15/2015	3	510,000	1,378,750			
2016	9/15/2016	9	3	7,118,828			9/15/2016	9	1,552,500	4,059,750	2,062,500	5,438,500	7,501,000
2016	12/15/2016	3		2,448,675	12/15/2016	9,567,504	12/15/2016	3	517,500	1,353,250			
2017	9/15/2017	9	4	7,346,026			9/15/2017	9	1,867,500	3,982,125	2,385,000	5,335,375	7,720,375
2017	12/15/2017	3		2,733,747	12/15/2017	10,079,774	12/15/2017	3	622,500	1,327,375			
2018	9/15/2018	9	5	8,201,242			9/15/2018	9	2,441,250	3,888,750	3,063,750	5,216,125	8,279,875
2018	12/15/2018	3		2,827,735	12/15/2018	11,028,977	12/15/2018	3	813,750	1,296,250			
2019	9/15/2019	9	6	8,483,205			9/15/2019	9	2,752,500	3,766,688	3,566,250	5,062,938	8,629,188
2019	12/15/2019	3		3,007,300	12/15/2019	11,490,505	12/15/2019	3	917,500	1,255,563			
2020	9/15/2020	9	7	9,021,901			9/15/2020	9	3,168,750	3,629,063	4,086,250	4,884,625	8,970,875
2020	12/15/2020	3		3,093,850	12/15/2020	12,115,751	12/15/2020	3	1,056,250	1,209,688			
2021	9/15/2021	9	8	9,281,549			9/15/2021	9	3,431,250	3,470,625	4,487,500	4,680,313	9,167,813
2021	12/15/2021	3		3,154,280	12/15/2021	12,435,830	12/15/2021	3	1,143,750	1,156,875			
2022	9/15/2022	9	9	9,462,841			9/15/2022	9	3,656,250	3,299,063	4,800,000	4,455,938	9,255,938
2022	12/15/2022	3		3,207,777	12/15/2022	12,670,619	12/15/2022	3	1,218,750	1,099,688			
2023	9/15/2023	9	10	9,623,332			9/15/2023	9	3,888,750	3,116,250	5,107,500	4,215,938	9,323,438
2023	12/15/2023	3		3,284,093	12/15/2023	12,907,425	12/15/2023	3	1,296,250	1,038,750			
2024	9/15/2024	9	11	9,852,278			9/15/2024	9	4,173,750	2,921,813	5,470,000	3,960,563	9,430,563
2024	12/15/2024	3		3,369,619	12/15/2024	13,221,897	12/15/2024	3	1,391,250	973,938			
2025	9/15/2025	9	12	10,108,857			9/15/2025	9	4,488,750	2,713,125	5,880,000	3,687,063	9,567,063
2025	12/15/2025	3		3,456,500	12/15/2025	13,565,357	12/15/2025	3	1,496,250	904,375			
2026	9/15/2026	9	13	10,369,500			9/15/2026	9	4,875,000	2,488,688	6,371,250	3,393,063	9,764,313
2026	12/15/2026	3		3,656,907	12/15/2026	14,026,407	12/15/2026	3	1,625,000	829,563			
2027	9/15/2027	9	14	10,970,722			9/15/2027	9	5,403,750	2,244,938	7,028,750	3,074,500	10,103,250
2027	12/15/2027	3		3,759,382	12/15/2027	14,730,104	12/15/2027	3	1,801,250	748,313			
2028	9/15/2028	9	15	11,278,147			9/15/2028	9	5,801,250	1,974,750	7,602,500	2,723,063	10,325,563
2028	12/15/2028	3		3,865,662	12/15/2028	15,143,810	12/15/2028	3	1,933,750	658,250			
2029	9/15/2029	9	16	11,596,987			9/15/2029	9	6,221,250	1,684,688	8,155,000	2,342,938	10,497,938
2029	12/15/2029	3		3,975,875	12/15/2029	15,572,863	12/15/2029	3	2,073,750	561,563			
2030	9/15/2030	9	17	11,927,626			9/15/2030	9	6,667,500	1,373,625	8,741,250	1,935,188	10,676,438
2030	12/15/2030	3		4,087,970	12/15/2030	16,015,596	12/15/2030	3	2,222,500	457,875			
2031	9/15/2031	9	18	12,263,910			9/15/2031	9	7,136,250	1,040,250	9,358,750	1,498,125	10,856,875
2031	12/15/2031	3		4,204,294	12/15/2031	16,468,204	12/15/2031	3	2,378,750	346,750			
2032	9/15/2032	9	19	12,612,883			9/15/2032	9	7,635,000	683,438	10,013,750	1,030,188	11,043,938
2032	12/15/2032	3		4,324,510	12/15/2032	16,937,392	12/15/2032	3	2,545,000	227,813			
2033	9/15/2033	9	20	12,973,529	9/15/2033	12,973,529	9/15/2033	9	8,045,000	201,125	10,590,000	428,938	11,018,938
		240		262,839,352		262,839,352		240	110,865,000	74,428,688	110,865,000	74,428,688	185,293,688

Lancaster County Solid Waste Management Authority
HMERRF Sizing Model

Year	Date	Principal	Coupon	Yield	Price	Semi-Annual Interest	Semi-Annual DS	Annual DS	NOI	DSC
0.5	12/15/2013	0	5.00%	0.85%	101.54	1,385,813	1,385,813	1,385,813	2,485,450	1.793x
1.0	6/15/2014					2,771,625	2,771,625			
1.5	12/15/2014	565,000	5.00%	1.30%	105.01	2,771,625	3,336,625	6,108,250	9,849,617	1.613x
2.0	6/15/2015					2,757,500	2,757,500			
2.5	12/15/2015	2,040,000	5.00%	1.80%	107.40	2,757,500	4,797,500	7,555,000	9,552,742	1.264x
3.0	6/15/2016					2,706,500	2,706,500			
3.5	12/15/2016	2,070,000	5.00%	2.15%	109.22	2,706,500	4,776,500	7,483,000	9,567,504	1.279x
4.0	6/15/2017					2,654,750	2,654,750			
4.5	12/15/2017	2,490,000	5.00%	2.50%	110.29	2,654,750	5,144,750	7,799,500	10,079,774	1.292x
5.0	6/15/2018					2,592,500	2,592,500			
5.5	12/15/2018	3,255,000	5.00%	2.80%	110.90	2,592,500	5,847,500	8,440,000	11,028,977	1.307x
6.0	6/15/2019					2,511,125	2,511,125			
6.5	12/15/2019	3,670,000	5.00%	3.10%	110.91	2,511,125	6,181,125	8,692,250	11,490,505	1.322x
7.0	6/15/2020					2,419,375	2,419,375			
7.5	12/15/2020	4,225,000	5.00%	3.35%	110.70	2,419,375	6,644,375	9,063,750	12,115,751	1.337x
8.0	6/15/2021					2,313,750	2,313,750			
8.5	12/15/2021	4,575,000	5.00%	3.65%	109.66	2,313,750	6,888,750	9,202,500	12,435,830	1.351x
9.0	6/15/2022					2,199,375	2,199,375			
9.5	12/15/2022	4,875,000	5.00%	3.80%	109.38	2,199,375	7,074,375	9,273,750	12,670,619	1.366x
10.0	6/15/2023					2,077,500	2,077,500			
10.5	12/15/2023	5,185,000	5.00%	3.95%	108.15	2,077,500	7,262,500	9,340,000	12,907,425	1.382x
11.0	6/15/2024					1,947,875	1,947,875			
11.5	12/15/2024	5,565,000	5.00%	4.45%	104.17	1,947,875	7,512,875	9,460,750	13,221,897	1.398x
12.0	6/15/2025					1,808,750	1,808,750			
12.5	12/15/2025	5,985,000	5.00%	4.45%	104.17	1,808,750	7,793,750	9,602,500	13,565,357	1.413x
13.0	6/15/2026					1,659,125	1,659,125			
13.5	12/15/2026	6,500,000	5.00%	4.45%	104.17	1,659,125	8,159,125	9,818,250	14,026,407	1.429x
14.0	6/15/2027					1,496,625	1,496,625			
14.5	12/15/2027	7,205,000	5.00%	4.45%	104.17	1,496,625	8,701,625	10,198,250	14,730,104	1.444x
15.0	6/15/2028					1,316,500	1,316,500			
15.5	12/15/2028	7,735,000	5.00%	4.75%	101.87	1,316,500	9,051,500	10,368,000	15,143,810	1.461x
16.0	6/15/2029					1,123,125	1,123,125			
16.5	12/15/2029	8,295,000	5.00%	4.75%	101.87	1,123,125	9,418,125	10,541,250	15,572,863	1.477x
17.0	6/15/2030					915,750	915,750			
17.5	12/15/2030	8,890,000	5.00%	4.75%	101.87	915,750	9,805,750	10,721,500	16,015,596	1.494x
18.0	6/15/2031					693,500	693,500			
18.5	12/15/2031	9,515,000	5.00%	4.75%	101.87	693,500	10,208,500	10,902,000	16,468,204	1.511x
19.0	6/15/2032					455,625	455,625			
19.5	12/15/2032	10,180,000	5.00%	4.75%	101.87	455,625	10,635,625	11,091,250	16,937,392	1.527x
20.0	9/15/2033	8,045,000	5.00%	4.75%	101.87	201,125	8,246,125	8,246,125	12,973,529	1.573x
		110,865,000			5,192,704	74,428,688	185,293,688	185,293,688	262,839,352	

Coverage

Year	Cash Flows	PV	Target Coverage
0	(114,582,271)		
	1,385,813	1,362,440	
1	2,771,625	2,663,775	
	3,336,625	3,134,879	1.250x
2	2,757,500	2,532,674	
	4,797,500	4,307,538	1.264x
3	2,706,500	2,375,595	
	4,776,500	4,098,496	1.278x
4	2,654,750	2,226,839	
	5,144,750	4,218,711	1.292x
5	2,592,500	2,078,187	
	5,847,500	4,582,330	1.307x
6	2,511,125	1,923,689	
	6,181,125	4,628,970	1.322x
7	2,419,375	1,771,211	
	6,644,375	4,755,231	1.336x
8	2,313,750	1,618,767	
	6,888,750	4,711,493	1.351x
9	2,199,375	1,470,509	
	7,074,375	4,623,884	1.366x
10	2,077,500	1,327,426	
	7,262,500	4,536,341	1.382x
11	1,947,875	1,189,408	
	7,512,875	4,484,627	1.397x
12	1,808,750	1,055,478	
	7,793,750	4,445,978	1.413x
13	1,659,125	925,231	
	8,159,125	4,448,003	1.429x
14	1,496,625	797,599	
	8,701,625	4,533,385	1.445x
15	1,316,500	670,492	
	9,051,500	4,506,542	1.461x
16	1,123,125	546,640	
	9,418,125	4,481,135	1.477x
17	915,750	425,942	
	9,805,750	4,458,667	1.494x
18	693,500	308,263	
	10,208,500	4,435,952	1.510x
19	455,625	193,545	
	10,635,625	4,416,605	1.527x
20	8,246,125	3,309,794	1.536x
	70,711,417	114,582,271	1.419x

Sizing Results

NOTES:
-Non-AMT
-Sizes for coverage growth

ENHANCED CASE			
SOURCES:	Bonds	Cash	Total
Par	110,865,000	-	110,865,000
Premium	5,192,704	-	5,192,704
RCAP:	-	8,000,000	8,000,000
THA Indenture	-	8,000,000	8,000,000
Cash	-	5,956,000	5,956,000
Total	116,057,704	21,956,000	138,013,704

USES:	Bonds	Cash	Total
Acq. Price	101,891,021	5,000,000	106,891,021
Rehab Exp.	-	16,000,000	16,000,000
DSRF	11,091,250	-	11,091,250
Seller's Costs	1,600,000	-	1,600,000
COI	1,475,433	956,000	2,431,433
Total	116,057,704	21,956,000	138,013,704

YIELD CALCULATION	
	All-in TIC
Par	110,865,000
+Prem/(Discount)	5,192,704
- COI/UW Discount	(1,475,433)
Target Value	114,582,271
Yield	4.588%

Goalseek

Goalseek #1	
coverage growth	1.12%
set to zero	0.001

Goalseek #2	
TIC	4.59%
Set to zero	0.00

Coverage Output

Minimum Coverage	1.264x
Average Coverage	1.419x

Lancaster County Solid Waste Management Authority
HMERRF Sizing Model - New Re-Amortized Acquisition Debt

Year	Date	Principal	Coupon	Yield	Price	Interest	Semi-Annual DS	Annual DS	DC NOI	DC DSC
0.5	12/15/2013	0	5.00%	0.85%	101.54	1,359,063	1,359,063	1,359,063	2,485,450	1.829x
1.0	6/15/2014					2,718,125	2,718,125			
1.5	12/15/2014	0	5.00%	1.30%	105.01	2,718,125	2,718,125	5,436,250	9,849,617	1.812x
2.0	6/15/2015					2,718,125	2,718,125			
2.5	12/15/2015	0	5.00%	1.80%	107.40	2,718,125	2,718,125	5,436,250	9,552,742	1.757x
3.0	6/15/2016					2,718,125	2,718,125			
3.5	12/15/2016	4,035,000	5.00%	2.15%	109.22	2,718,125	6,753,125	9,471,250	9,567,504	1.010x
4.0	6/15/2017					2,617,250	2,617,250			
4.5	12/15/2017	4,235,000	5.00%	2.50%	110.29	2,617,250	6,852,250	9,469,500	10,079,774	1.064x
5.0	6/15/2018					2,511,375	2,511,375			
5.5	12/15/2018	4,445,000	5.00%	2.80%	110.90	2,511,375	6,956,375	9,467,750	11,028,977	1.165x
6.0	6/15/2019					2,400,250	2,400,250			
6.5	12/15/2019	4,670,000	5.00%	3.10%	110.91	2,400,250	7,070,250	9,470,500	11,490,505	1.213x
7.0	6/15/2020					2,283,500	2,283,500			
7.5	12/15/2020	4,900,000	5.00%	3.35%	110.70	2,283,500	7,183,500	9,467,000	12,115,751	1.280x
8.0	6/15/2021					2,161,000	2,161,000			
8.5	12/15/2021	5,145,000	5.00%	3.65%	109.66	2,161,000	7,306,000	9,467,000	12,435,830	1.314x
9.0	6/15/2022					2,032,375	2,032,375			
9.5	12/15/2022	5,405,000	5.00%	3.80%	109.38	2,032,375	7,437,375	9,469,750	12,670,619	1.338x
10.0	6/15/2023					1,897,250	1,897,250			
10.5	12/15/2023	5,675,000	5.00%	3.95%	108.15	1,897,250	7,572,250	9,469,500	12,907,425	1.363x
11.0	6/15/2024					1,755,375	1,755,375			
11.5	12/15/2024	5,960,000	5.00%	4.45%	104.17	1,755,375	7,715,375	9,470,750	13,221,897	1.396x
12.0	6/15/2025					1,606,375	1,606,375			
12.5	12/15/2025	6,255,000	5.00%	4.45%	104.17	1,606,375	7,861,375	9,467,750	13,565,357	1.433x
13.0	6/15/2026					1,450,000	1,450,000			
13.5	12/15/2026	6,570,000	5.00%	4.45%	104.17	1,450,000	8,020,000	9,470,000	14,026,407	1.481x
14.0	6/15/2027					1,285,750	1,285,750			
14.5	12/15/2027	6,900,000	5.00%	4.45%	104.17	1,285,750	8,185,750	9,471,500	14,730,104	1.555x
15.0	6/15/2028					1,113,250	1,113,250			
15.5	12/15/2028	7,240,000	5.00%	4.75%	101.87	1,113,250	8,353,250	9,466,500	15,143,810	1.600x
16.0	6/15/2029					932,250	932,250			
16.5	12/15/2029	7,605,000	5.00%	4.75%	101.87	932,250	8,537,250	9,469,500	15,572,863	1.645x
17.0	6/15/2030					742,125	742,125			
17.5	12/15/2030	7,985,000	5.00%	4.75%	101.87	742,125	8,727,125	9,469,250	16,015,596	1.691x
18.0	6/15/2031					542,500	542,500			
18.5	12/15/2031	8,385,000	5.00%	4.75%	101.87	542,500	8,927,500	9,470,000	16,468,204	1.739x
19.0	6/15/2032					332,875	332,875			
19.5	12/15/2032	8,805,000	5.00%	4.75%	101.87	332,875	9,137,875	9,470,750	16,937,392	1.788x
20.0	6/15/2033					112,750	112,750			
20.5	12/15/2033	4,510,000	5.00%	4.75%	101.87	112,750	4,622,750	4,735,500	12,973,529	2.740x
Totals		108,725,000				69,220,313		177,945,313	262,839,352	

Year	Cash Flows	PV
0	(112,957,865)	
	1,359,063	1,336,479
1	2,718,125	2,613,900
	2,718,125	2,556,147
2	2,718,125	2,499,670
	2,718,125	2,444,441
3	2,718,125	2,390,433
	6,753,125	5,807,762
4	2,617,250	2,201,132
	6,852,250	5,635,481
5	2,511,375	2,019,790
	6,956,375	5,471,098
6	2,400,250	1,846,056
	7,070,250	5,317,654
7	2,283,500	1,679,512
	7,183,500	5,166,723
8	2,161,000	1,519,955
	7,306,000	5,025,190
9	2,032,375	1,367,016
	7,437,375	4,891,998
10	1,897,250	1,220,360
	7,572,250	4,763,052
11	1,755,375	1,079,760
	7,715,375	4,640,996
12	1,606,375	944,926
	7,861,375	4,522,166
13	1,450,000	815,667
	8,020,000	4,411,803
14	1,285,750	691,664
	8,185,750	4,306,198
15	1,113,250	572,697
	8,353,250	4,202,278
16	932,250	458,626
	8,537,250	4,107,155
17	742,125	349,138
	8,727,125	4,015,023
18	542,500	244,069
	8,927,500	3,927,719
19	332,875	143,215
	9,137,875	3,844,586
20	112,750	46,389
20.5	4,622,750	1,859,938
		112,957,865

Sizing Results

NOTES:
-Non-AMT
-No County

SOURCES	Bonds	Cash	Total
Par	108,725,000	-	108,725,000
Premium	5,696,022	-	5,696,022
RECAP	-	8,000,000	8,000,000
THA Indenture	-	8,000,000	8,000,000
Cash	-	5,956,000	5,956,000
Total	114,421,022	21,956,000	136,377,022

USES	Bonds	Cash	Total
Acq. Price	101,886,365	5,000,000	**106,886,365**
Rehab Exp.	-	16,000,000	16,000,000
DSRF	9,471,500	-	9,471,500
Seller's Costs	1,600,000	-	1,600,000
COI	1,463,158	956,000	2,419,158
Total	114,421,022	21,956,000	136,377,022

YIELD CALCULATION	
	All-in TIC
Par	108,725,000
+Prem/(Discount)	5,696,022
- COI/UW Discount	(1,463,158)
Target Value	112,957,865
Yield	4.519%

Goalseek

Goalseek #1	
Annual Debt Service	9,469,021
Set to zero	(4,656)

Goalseek #2	
TIC	4.52%
Set to zero	0.000

Rounding Error	
Rounding Error	(4,656)

GUGGENHEIM

Electric Rate Structure	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Net Operating Income										
Forecasted NOI	$13,136,371	$13,478,476	$13,825,999	$14,627,629	$15,037,530	$15,462,650	$15,903,501	$16,351,880	$16,817,177	$17,298,039
NOI Clawback Threshold	**$12,259,731**	**$12,437,181**	**$12,693,606**	**$13,134,225**	**$13,423,231**	**$14,697,113**	**$14,947,013**	**$15,199,625**	**$15,461,513**	**$15,426,513**
Debt Service										
Debt Service	$9,430,563	$9,567,063	$9,764,313	$10,103,250	$10,325,563	$10,497,938	$10,676,438	$10,856,875	$11,043,938	$11,018,938
Coverages										
Forecasted Coverage	1.393x	1.409x	1.416x	1.448x	1.456x	1.473x	1.490x	1.516x	1.523x	1.570x
Actual Coverage	1.394x	1.410x	1.428x	1.444x	1.462x	1.480x	1.498x	1.324x	1.534x	1.553x
Target Clawback Coverage	1.300x	1.300x	1.300x	1.300x	1.300x	1.400x	1.400x	1.400x	1.400x	1.400x
Forecast Maximum Clawback	**$876,639**	**$1,041,294**	**$1,132,393**	**$1,493,404**	**$1,614,298**	**$765,537**	**$956,489**	**$1,259,398**	**$1,355,664**	**$1,871,526**
Contracted Rates	**$0.0531**	**$0.0548**	**$0.0564**	**$0.0581**	**$0.0602**	**$0.0624**	**$0.0647**	**$0.0669**	**$0.0693**	**$0.0717**
Electric Expense to DGS (based on contracted rates)	**$6,016,010**	**$6,221,857**	**$6,426,404**	**$6,640,280**	**$6,894,983**	**$7,157,094**	**$7,427,857**	**$7,697,563**	**$7,976,715**	**$8,263,204**
Hypothetical Market Rates (for illustrative purposes only)	**$0.0631**	**$0.0600**	**$0.0464**	**$0.0481**	**$0.0700**	**$0.0650**	**$0.0650**	**$0.0600**	**$0.0600**	**$0.0600**
Hypothetical Market Electric Expense to DGS	**$7,256,500**	**$6,900,000**	**$5,336,000**	**$5,531,500**	**$8,050,000**	**$7,475,000**	**$7,475,000**	**$6,900,000**	**$6,900,000**	**$6,900,000**
Suspended Credit Adjustment	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$797,563**	**-$278,949**	**-$508,322**
Suspended Credit	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$797,563**	**$518,614**	**$10,292**
Escrow Account Adjustment	**-$1,240,490**	**-$678,143**	**$1,090,404**	**$1,108,780**	**-$1,155,017**	**-$317,906**	**-$47,143**	**$0**	**$1,355,664**	**$1,871,526**
Escrow Balance	**-$1,240,490**	**-$1,918,633**	**-$828,229**	**$280,550**	**-$874,466**	**-$1,192,372**	**-$1,239,515**	**-$1,239,515**	**$116,149**	**$1,987,676**

DGS IS PAID **$1,987,676**

The $13,740,448 Forecasted NOI is for illustrative purposes only to show that no payment is made to escrow account as LCSWMA did not meet debt service. Actual NOI forecasted by LCSWMA is $15,740,448.

Notes:

1). Escrow account will be established which LCSWMA will fund annually should the market rates be below the Contracted Rates, subject to the Target Clawback Coverage

2). Escrow account will receive credits (not funding) should market rates exceed the Contracted Rates

3). Escrow account funds, if any, will be distributed to DGS at the expiration of the contract after true up for final year of contract is made

SRMC Proforma - Purchase @ $106.775 Million

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Waste Generation													
City	38,800	38,800	38,800	38,800	38,800	38,800	38,800	38,800	38,800	38,800	38,800	38,800	38,800
County (Inflated at 0.5%)	126,650	126,650	126,650	136,650	136,650	136,650	137,333	138,020	138,710	139,404	140,101	140,801	141,505
Out of County	44,150	44,150	44,150	44,150	44,150	44,150	44,150	44,150	44,150	44,150	44,150	44,150	44,150
Spol	41,400	41,400	41,400	31,400	24,400	24,190	23,290	22,381	21,461	20,532	19,591	18,640	17,678
Lancaster County (Inflated at 3%)	0	0	0	0	7,000	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867
Bulky	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200
C&D	16,900	16,900	16,900	16,900	16,900	16,900	16,900	16,900	16,900	16,900	16,900	16,900	16,900
Residual	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160
Specialty	21,200	21,200	21,200	21,200	21,200	21,200	21,200	21,200	21,200	21,200	21,200	21,200	21,200
Total Waste (Tons)	293,460	293,460	293,460	293,460	293,460	293,460	293,460	293,460	293,460	293,460	293,460	293,460	293,460
Total Processible Waste (Less C&D & Bulky)	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360
REVENUE													
Tipping Fee Revenue													
City Per Ton (Inflated at 2.25% beginning 2021)	$190.00	$190.00	$190.00	$190.00	$190.00	$190.00	$195.00	$199.39	$203.87	$208.46	$213.15	$217.95	$222.85
City Total	$7,372,000	$7,372,000	$7,372,000	$7,372,000	$7,372,000	$7,372,000	$7,566,000	$7,736,235	$7,910,300	$8,088,282	$8,270,268	$8,456,349	$8,646,617
County Per Ton (Inflated at 2.25% for CPI)	$80.00	$80.00	$80.00	$85.00	$85.00	$85.00	$90.00	$92.03	$94.10	$96.21	$98.38	$100.59	$102.85
County Total	$10,132,000	$10,132,000	$10,132,000	$11,615,250	$11,615,250	$11,615,250	$12,359,993	$12,701,283	$13,051,997	$13,412,395	$13,782,745	$14,163,321	$14,554,406
Out of County Per Ton	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
Out of County Total	$1,766,000	$1,766,000	$1,766,000	$1,766,000	$1,766,000	$1,766,000	$1,766,000	$1,766,000	$1,766,000	$1,766,000	$1,766,000	$1,766,000	$1,766,000
Spol Per Ton	$21.50	$21.50	$21.50	$21.50	$21.50	$21.50	$21.50	$21.50	$21.50	$21.50	$21.50	$21.50	$21.50
Spol Total	$890,100	$890,100	$890,100	$675,100	$524,600	$520,085	$500,745	$481,191	$461,421	$441,428	$421,208	$400,756	$380,067
Lancaster County Per Ton	$62.80	$62.80	$62.80	$62.80	$62.80	$62.80	$62.80	$62.80	$62.80	$62.80	$62.80	$62.80	$62.80
Lancaster County Total	$0	$0	$0	$0	$439,600	$452,788	$466,372	$480,363	$494,774	$509,617	$524,905	$540,653	$556,872
Bulky Per Ton	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
Bulky Total	$165,000	$165,000	$165,000	$165,000	$165,000	$165,000	$165,000	$165,000	$165,000	$165,000	$165,000	$165,000	$165,000
C&D Per Ton	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00
C&D Total	$1,250,600	$1,250,600	$1,250,600	$1,250,600	$1,250,600	$1,250,600	$1,250,600	$1,250,600	$1,250,600	$1,250,600	$1,250,600	$1,250,600	$1,250,600
Residual Per Ton	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
Residual Total	$146,880	$146,880	$146,880	$146,880	$146,880	$146,880	$146,880	$146,880	$146,880	$146,880	$146,880	$146,880	$146,880
Specialty Per Ton (Inflated at 2.25% for CPI)	$50.00	$51.13	$52.28	$53.45	$54.65	$55.88	$57.14	$58.43	$59.74	$61.09	$62.46	$63.87	$65.30
Specialty Total	$1,060,000	$1,083,850	$1,108,237	$1,133,172	$1,158,668	$1,184,738	$1,211,395	$1,238,651	$1,266,521	$1,295,018	$1,324,156	$1,353,949	$1,384,413
Total Tipping Fee Revenue	$22,782,580	$22,806,430	$22,830,617	$24,124,002	$24,438,598	$24,473,341	$25,432,984	$25,966,203	$26,513,493	$27,075,219	$27,651,762	$28,243,508	$28,850,855
Electric Revenue													
Tons Processed	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360
Net kWh/ton	429	429	429	429	429	429	429	429	429	429	429	429	429
kWh produced	117,700,440	117,700,440	117,700,440	117,700,440	117,700,440	117,700,440	117,700,440	117,700,440	117,700,440	117,700,440	117,700,440	117,700,440	117,700,440
Electric Price/kWh - Inflated at various	0.04022	0.04122	0.04285	0.04401	0.04572	0.04702	0.04836	0.05028	0.05117	0.05175	0.05312	0.05477	0.05641
Electric Revenue From DGS Sales	$4,471,653	$4,601,754	$4,803,395	$4,953,113	$5,166,014	$5,333,381	$5,505,865	$5,744,581	$5,666,743	$5,953,341	$6,130,329	$6,340,087	$6,548,521
Electric Revenue From Selling Into Grid (@ $0.04/kWh)	$260,824	$242,463	$224,102	$206,211	$188,321	$170,901	$153,952	$137,945	$121,938	$106,401	$91,806	$77,682	$64,500
Capacity Sale Revenue (12 MWH/DAY in 2016, inflated at 1.5%, 2022)	$631,467	$503,536	$618,316	$583,878	$592,636	$601,526	$610,549	$619,707	$629,003	$638,438	$648,014	$657,734	$667,600
Total Electric Revenue	$5,363,945	$5,347,753	$5,645,812	$5,743,202	$5,946,971	$6,105,807	$6,270,366	$6,502,233	$6,417,683	$6,698,180	$6,870,149	$7,075,503	$7,280,621
Ferrous Revenue													
Tons Processed	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360	274,360
Ferrous Yield	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024
Ferrous Recovered	6,585	6,585	6,585	6,585	6,585	6,585	6,585	6,585	6,585	6,585	6,585	6,585	6,585
Revenue Per Ton	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100
Total Ferrous Revenue	$658,464	$658,464	$658,464	$658,464	$658,464	$658,464	$658,464	$658,464	$658,464	$658,464	$658,464	$658,464	$658,464
TOTAL REVENUE	$28,804,989	$28,812,647	$29,135,093	$30,525,668	$31,044,033	$31,237,613	$32,361,814	$33,126,901	$33,789,639	$34,431,883	$35,180,375	$35,977,475	$36,789,940
EXPENSES													
Covanta Operating Expenses													
Management Fee (Inflated @ 2.25% for CPI)	$12,350,000	$12,627,875	$12,912,002	$13,202,522	$13,056,095	$13,349,858	$13,650,229	$13,957,360	$14,271,400	$14,592,507	$14,920,836	$15,256,557	$15,599,829
Scrap Metal Fee (% of Gross Metal Revenue)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Total Scrap Metal Fee	$329,232	$329,232	$329,232	$329,232	$329,232	$329,232	$329,232	$329,232	$329,232	$329,232	$329,232	$329,232	$329,232
Energy Fee (% of Gross Energy Revenue)	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%	6%
Total Energy Fee	$321,837	$320,865	$338,749	$344,592	$356,818	$366,348	$376,222	$390,134	$397,061	$401,891	$412,209	$424,530	$436,837
Per Ton Excess Waste Fee (Inflated @ 2.25% for CPI)	$21.33	$21.81	$22.30	$22.80	$23.32	$23.84	$24.38	$24.92	$25.49	$26.06	$26.65	$27.25	$27.86
Annual Throughput Standard (Per Agreement)	248,200	248,200	248,200	248,200	248,200	248,200	248,200	248,200	248,200	248,200	248,200	248,200	248,200
Excess Waste (Tons)	26,160	26,160	26,160	26,160	26,160	26,160	26,160	26,160	26,160	26,160	26,160	26,160	26,160
Total Excess Waste Fee	$557,993	$570,548	$583,385	$596,511	$609,933	$623,656	$637,688	$652,036	$666,707	$681,708	$697,047	$712,730	$728,766
Total Covanta Operating Expenses	$13,559,061	$13,848,520	$14,163,368	$14,472,857	$14,352,078	$14,669,094	$14,993,372	$15,328,762	$15,664,400	$16,005,337	$16,359,325	$16,723,049	$17,094,665
Waste Transfer & Disposal Expenses (C&D & Bulky)													
Tons Transferred	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100
Per Ton Disposal/State Fees	$24.25	$24.25	$24.25	$24.25	$24.25	$24.25	$24.25	$24.25	$24.25	$24.25	$24.25	$24.25	$24.25
Total Disposal Fee	$463,175	$463,175	$463,175	$463,175	$463,175	$463,175	$463,175	$463,175	$463,175	$463,175	$463,175	$463,175	$463,175
Per Ton Transfer Expense (Inflated @ 2.25% for CPI)	$15.00	$15.34	$15.68	$16.04	$16.40	$16.77	$17.14	$17.53	$17.92	$18.33	$18.74	$19.16	$19.59
Total Transfer Expense	$286,500	$292,946	$299,538	$306,277	$313,168	$320,215	$327,419	$334,786	$342,319	$350,021	$357,897	$365,949	$374,183
Total Waste Transfer & Disposal Expense (C&D & Bulky)	$749,675	$756,121	$762,713	$769,452	$776,343	$783,390	$790,594	$797,961	$805,494	$813,196	$821,072	$829,124	$837,358
Ash Disposal & Transfer Expenses													
Ash Percent of Waste	30.4%	30.4%	30.4%	30.4%	30.4%	30.4%	30.4%	30.4%	30.4%	30.4%	30.4%	30.4%	30.4%
Ash (Tons)	83,405	83,405	83,405	83,405	83,405	83,405	83,405	83,405	83,405	83,405	83,405	83,405	83,405
Per Ton Ash Disposal Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Ash Disposal Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Per Ton Transfer Expense	$13.00	$13.29	$13.59	$13.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

SRMC Proforma - Purchase @ $106.775 Million

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Total Transfer Expense	$1,084,271	$1,108,567	$1,133,612	$1,158,502	$579,251	$0	$0	$0	$0	$0	$0	$0	$0
Total Ash Disposal & Transfer Expenses	$1,084,271	$1,108,567	$1,133,612	$1,158,502	$579,251	$0	$0	$0	$0	$0	$0	$0	$0
Fees to Municipalities													
Swatara Township Per Ton Ash Fee (Ash Host)	$0.00	$0.00	$0.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00
Swatara Township (Ash Host)	$0	$0	$0	$83,405	$83,405	$83,405	$83,405	$83,405	$83,405	$83,405	$83,405	$83,405	$83,405
City Per Ton Host Fee (inflated @ 2.25% for CPI)	$1.00	$1.02	$1.05	$1.07	$1.09	$1.12	$1.14	$1.17	$1.19	$1.22	$1.25	$1.28	$1.31
City Total Host Fee	$293,460	$300,063	$306,814	$313,718	$320,776	$327,994	$335,374	$342,919	$350,635	$358,524	$366,591	$374,840	$383,273
City Per Ton Rebate (over 38,000 tons)	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100
City Total Rebate	$80,000	$80,000	$80,000	$80,000	$80,000	$80,000	$80,000	$80,000	$80,000	$80,000	$80,000	$80,000	$80,000
City Electric Rebate - Eligible Rate	$0.0002	$0.0012	$0.0029	$0.0040	$0.0057	$0.0070	$0.0084	$0.0103	$0.0112	$0.0118	$0.0131	$0.0148	$0.0164
City Total Electric Rebate	$0												
Perry County Per Ton Admin Fee	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00
Perry County Total Admin Fee	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
Dauphin County Per Ton Admin Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dauphin County Total Admin Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Cumberland County Per Ton Admin Fee	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50
Cumberland County Total Admin Fee	$59,000	$59,000	$59,000	$59,000	$59,000	$59,000	$59,000	$59,000	$59,000	$59,000	$59,000	$59,000	$59,000
Schuylkill County Per Ton Admin Fee	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00
Schuylkill County Total Admin Fee	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400
Total Host Fees to Municipalities	$471,860	$478,463	$485,214	$575,523	$582,582	$589,798	$597,179	$604,725	$612,441	$620,330	$628,397	$636,645	$645,079
DEP Fees													
Recycling Fee Per Ton	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00
Total Recycling Fee	$548,720	$548,720	$548,720	$548,720	$548,720	$548,720	$548,720	$548,720	$548,720	$548,720	$548,720	$548,720	$548,720
Act 90 Fee Per Ton (Ash)	$0.00	$0.00	$0.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00
Total Act 90 Fee (Ash)	$0	$0	$0	$333,622	$333,622	$333,622	$333,622	$333,622	$333,622	$333,622	$333,622	$333,622	$333,622
Env Stewardship Fund Fee Per Ton (Ash)	$0.00	$0.00	$0.00	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25	$0.25
Total Env Stewardship Fund Fee (Ash)	$0	$0	$0	$20,851	$20,851	$20,851	$20,851	$20,851	$20,851	$20,851	$20,851	$20,851	$20,851
Total DEP Fees	$548,720	$548,720	$548,720	$903,193	$903,193	$903,193	$903,193	$903,193	$903,193	$903,193	$903,193	$903,193	$903,193
Total Utilities	$1,299,600	$1,328,841	$1,358,740	$1,389,312	$1,420,571	$1,452,534	$1,485,216	$1,518,633	$1,552,803	$1,587,741	$1,623,465	$1,659,993	$1,697,343
Total Insurance	$300,000	$306,750	$313,652	$320,709	$327,925	$335,303	$342,848	$350,562	$358,449	$366,514	$374,761	$383,193	$391,815
Total Permit Expenses	$20,000	$20,450	$20,910	$21,381	$21,862	$22,354	$22,857	$23,371	$23,897	$24,434	$24,984	$25,546	$26,121
Total Site Wages	$400,000	$409,000	$418,203	$427,612	$437,233	$447,071	$457,130	$467,416	$477,932	$488,686	$499,681	$510,924	$522,420
Total Site Maintenance	$250,000	$250,000	$250,000	$500,000	$511,250	$522,753	$534,515	$546,542	$558,839	$571,413	$584,270	$597,416	$610,857
Total Misc Expenses (including Electric Admin)	$180,000	$184,050	$188,191	$192,425	$196,755	$201,182	$205,709	$210,337	$215,070	$219,909	$224,857	$229,916	$235,089
TOTAL EXPENSES	$18,863,187	$19,239,562	$19,643,322	$20,730,966	$20,109,043	$19,926,673	$20,332,612	$20,751,501	$21,172,518	$21,600,753	$22,044,004	$22,498,999	$22,963,940
	1	2	3	4	5	6	7	8	9	10	11	12	13
	9/15/2014	*9/15/2015*	*9/15/2016*	*9/15/2017*	*9/15/2018*	*9/15/2019*	*9/15/2020*	*9/15/2021*	*9/15/2022*	*9/15/2023*	*9/15/2024*	*9/15/2025*	*9/15/2026*
	1/31/2015	*1/31/2016*	*1/31/2017*	*1/31/2018*	*1/31/2019*	*1/31/2020*	*1/31/2021*	*1/31/2022*	*1/31/2023*	*1/31/2024*	*1/31/2025*	*1/31/2026*	*1/31/2027*
FINANCIAL SUMMARY	7/31/2014	7/31/2015	7/31/2016	7/31/2017	7/31/2018	7/31/2019	7/31/2020	7/31/2021	7/31/2022	7/31/2023	7/31/2024	7/31/2025	7/31/2026
Net Operating Income	$9,941,601	$9,573,065	$9,491,771	$9,794,702	$10,934,989	$11,310,940	$12,029,202	$12,376,399	$12,617,122	$12,831,110	$13,136,371	$13,478,476	$13,825,999
Bond Principal	$0	$2,095,000	$2,062,500	$2,385,000	$3,063,750	$3,566,250	$4,086,250	$4,487,500	$4,800,000	$5,107,500	$5,470,000	$5,880,000	$6,371,250
Bond Interest	$5,543,250	$5,522,063	$5,438,500	$5,335,375	$5,216,125	$5,062,938	$4,884,625	$4,680,313	$4,455,938	$4,215,938	$3,960,563	$3,687,063	$3,393,063
Bond Debt Service	$5,543,250	$7,617,063	$7,501,000	$7,720,375	$8,279,875	$8,629,188	$8,970,875	$9,167,813	$9,255,938	$9,323,438	$9,430,563	$9,567,063	$9,764,313
Debt Service Coverage	1.79	1.26	1.27	1.27	1.32	1.31	1.34	1.35	1.36	1.36	1.39	1.41	1.42
Subordinate Debt (Interest Only)	$240,000	$240,000	$240,000	$240,000	$240,000	$240,000	$240,000	$240,000	$240,000	$240,000	$240,000	$240,000	$240,000
Site Remediation	$750,000												
Capital Expenditures-RACP Funds/Borrow	*$8,000,000*	*$4,000,000*	*$2,500,000*	*$1,500,000*									
Capital Expenditures-LCSWMA Project Cash				$500,000	$500,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000
NET SURPLUS	$3,408,551	$1,716,003	$1,750,771	$1,334,327	$1,915,114	$441,752	$818,327	$967,587	$1,121,184	$1,267,672	$1,465,808	$1,671,413	$1,821,687

SRMC Proforma - Purchase @ $106.775 Million

	2027	2028	2029	2030	2031	2032	2033
Waste Generation							
City	38,800	38,800	38,800	38,800	38,800	38,800	38,800
County (Inflated at 0.5%)	142,213	142,924	143,638	144,356	145,078	145,804	146,533
Out of County	44,150	44,150	44,150	44,150	44,150	44,150	44,150
Spot	16,704	15,719	14,722	13,713	12,692	11,658	10,612
Lancaster County (Inflated at 3%)	9,133	9,407	9,690	9,980	10,280	10,588	10,906
Bulky	2,200	2,200	2,200	2,200	2,200	2,200	2,200
C&D	16,900	16,900	16,900	16,900	16,900	16,900	16,900
Residual	2,160	2,160	2,160	2,160	2,160	2,160	2,160
Specialty	21,200	21,200	21,200	21,200	21,200	21,200	21,200
Total Waste (Tons)	293,460	293,460	293,460	293,460	293,460	293,460	293,460
Total Processible Waste (Less C&D & Bulky)	274,360	274,360	274,360	274,360	274,360	274,360	274,360
REVENUE							
Tipping Fee Revenue							
City Per Ton (Inflated at 2.25% beginning 2021)	$227.87	$232.99	$238.23	$243.59	$249.08	$254.68	$260.41
City Total	$8,841,156	$9,040,092	$9,243,494	$9,451,473	$9,664,131	$9,881,574	$10,103,910
County Per Ton (Inflated at 2.25% for CPI)	$105.17	$107.53	$109.95	$112.43	$114.96	$117.54	$120.19
County Total	$14,956,289	$15,369,270	$15,793,654	$16,229,756	$16,677,900	$17,138,419	$17,611,653
Out of County Per Ton	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
Out of County Total	$1,766,000	$1,766,000	$1,766,000	$1,766,000	$1,766,000	$1,766,000	$1,766,000
Spot Per Ton	$21.50	$21.50	$21.50	$21.50	$21.50	$21.50	$21.50
Spot Total	$359,135	$337,956	$316,524	$294,833	$272,878	$250,651	$228,148
Lancaster County Per Ton	$62.80	$62.80	$62.80	$62.80	$62.80	$62.80	$62.80
Lancaster County Total	$573,578	$590,786	$608,509	$626,764	$645,567	$664,934	$684,882
Bulky Per Ton	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
Bulky Total	$165,000	$165,000	$165,000	$165,000	$165,000	$165,000	$165,000
C&D Per Ton	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00
C&D Total	$1,250,600	$1,250,600	$1,250,600	$1,250,600	$1,250,600	$1,250,600	$1,250,600
Residual Per Ton	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
Residual Total	$146,880	$146,880	$146,880	$146,880	$146,880	$146,880	$146,880
Specialty Per Ton (Inflated at 2.25% for CPI)	$66.77	$68.27	$69.81	$71.38	$72.99	$74.63	$76.31
Specialty Total	$1,416,562	$1,447,412	$1,479,979	$1,513,279	$1,547,326	$1,582,142	$1,617,741
Total Tipping Fee Revenue	$29,474,211	$30,113,997	$30,770,641	$31,444,586	$32,136,284	$32,846,201	$33,574,814
Electric Revenue							
Tons Processed	274,360	274,360	274,360	274,360	274,360	274,360	274,360
Net kWh/ton	429	429	429	429	429	429	429
kWh produced	117,700,440	117,700,440	117,700,440	117,700,440	117,700,440	117,700,440	117,700,440
Electric Price/kWh - Inflated at various	0.05814	0.06023	0.0624	0.06465	0.06691	0.06926	0.07169
Electric Revenue From DGS Sales	$6,766,461	$7,028,005	$7,293,096	$7,569,004	$7,843,835	$8,128,292	$8,420,225
Electric Revenue From Selling Into Grid (@ $0.04/kWh)	$52,730	$41,901	$32,956	$24,952	$18,832	$13,653	$9,887
Capacity Sale Revenue (12 MWH/DAY in 2016, inflated at 1.5%, 2022)	$677,614	$687,779	$698,095	$708,567	$719,195	$729,983	$740,933
Total Electric Revenue	$7,496,805	$7,755,684	$8,024,147	$8,302,523	$8,581,862	$8,871,928	$9,171,045
Ferrous Revenue							
Tons Processed	274,360	274,360	274,360	274,360	274,360	274,360	274,360
Ferrous Yield	0.024	0.024	0.024	0.024	0.024	0.024	0.024
Ferrous Recovered	6,585	6,585	6,585	6,585	6,585	6,585	6,585
Revenue Per Ton	$100	$100	$100	$100	$100	$100	$100
Total Ferrous Revenue	$658,464	$658,464	$658,464	$658,464	$658,464	$658,464	$658,464
TOTAL REVENUE	$37,629,480	$38,528,145	$39,453,252	$40,405,573	$41,376,611	$42,376,593	$43,404,323
EXPENSES							
Covanta Operating Expenses							
Management Fee (Inflated @ 2.25% for CPI)	$15,950,826	$16,309,719	$16,676,688	$17,051,913	$17,435,581	$17,827,882	$18,228,009
Scrap Metal Fee (% of Gross Metal Revenue)	50%	50%	50%	50%	50%	50%	50%
Total Scrap Metal Fee	$329,232	$329,232	$329,232	$329,232	$329,232	$329,232	$329,232
Energy Fee (% of Gross Energy Revenue)	6%	6%	6%	6%	6%	6%	6%
Total Energy Fee	$449,808	$465,341	$481,449	$498,151	$514,912	$532,316	$550,263
Per Ton Excess Waste Fee (Inflated @ 2.25% for CPI)	$28.48	$29.13	$29.78	$30.45	$31.14	$31.84	$32.55
Annual Throughput Standard (Per Agreement)	248,200	248,200	248,200	248,200	248,200	248,200	248,200
Excess Waste (Tons)	26,160	26,160	26,160	26,160	26,160	26,160	26,160
Total Excess Waste Fee	$745,164	$761,930	$779,073	$796,602	$814,526	$832,853	$851,592
Total Covanta Operating Expenses	$17,475,030	$17,866,222	$18,266,442	$18,675,899	$19,094,251	$19,522,282	$19,960,096
Waste Transfer & Disposal Expenses (C&D & Bulky)							
Tons Transferred	19,100	19,100	19,100	19,100	19,100	19,100	19,100
Per Ton Disposal/State Fees	$24.25	$24.25	$24.25	$24.25	$24.25	$24.25	$24.25
Total Disposal Fee	$463,175	$463,175	$463,175	$463,175	$463,175	$463,175	$463,175
Per Ton Transfer Expense (Inflated @ 2.25% for CPI)	$20.03	$20.48	$20.94	$21.41	$21.90	$22.39	$22.89
Total Transfer Expense	$382,602	$391,211	$400,013	$409,014	$418,216	$427,626	$437,248
Total Waste Transfer & Disposal Expense (C&D & Bulky)	$845,777	$854,386	$863,188	$872,189	$881,391	$890,801	$900,423
Ash Disposal & Transfer Expenses							
Ash Percent of Waste	30.4%	30.4%	30.4%	30.4%	30.4%	30.4%	30.4%
Ash (Tons)	83,405	83,405	83,405	83,405	83,405	83,405	83,405
Per Ton Ash Disposal Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Ash Disposal Fee	$0	$0	$0	$0	$0	$0	$0
Per Ton Transfer Expense	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

SRMC Proforma - Purchase @ $106.775 Million

	2027	2028	2029	2030	2031	2032	2033	
Total Transfer Expense	$0	$0	$0	$0	$0	$0	$0	
Total Ash Disposal & Transfer Expenses	$0	$0	$0	$0	$0	$0	$0	
Fees to Municipalities								
Swatara Township Per Ton Ash Fee (Ash Host)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Swatara Township (Ash Host)	$0	$0	$0	$0	$0	$0	$0	
City Per Ton Host Fee (Inflated @ 2.25% for CPI)	$1.34	$1.37	$1.40	$1.43	$1.46	$1.49	$1.53	
City Total Host Fee	$391,897	$400,716	$409,731	$418,950	$428,376	$438,015	$447,870	
City Per Ton Rebate (over 36,000 tons)	$100	$100	$100	$100	$100	$100	$100	
City Total Rebate	$80,000	$80,000	$80,000	$80,000	$80,000	$80,000	$80,000	
City Electric Rebate - Eligible Rate	$0.0181	$0.0202	$0.0224	$0.0247	$0.0269	$0.0293	$0.0317	
City Total Electric Rebate								
Perry County Per Ton Admin Fee	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	
Perry County Total Admin Fee	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	
Dauphin County Per Ton Admin Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Dauphin County Total Admin Fee	$0	$0	$0	$0	$0	$0	$0	
Cumberland County Per Ton Admin Fee	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	$2.50	
Cumberland County Total Admin Fee	$59,000	$59,000	$59,000	$59,000	$59,000	$59,000	$59,000	
Schuylkill County Per Ton Admin Fee	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	
Schuylkill County Total Admin Fee	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400	$14,400	
Total Host Fees to Municipalities	$570,297	$579,116	$588,131	$597,350	$606,776	$616,415	$626,270	
DEP Fees								
Recycling Fee Per Ton	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	
Total Recycling Fee	$548,720	$548,720	$548,720	$548,720	$548,720	$548,720	$548,720	
Act 90 Fee Per Ton (Ash)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Act 90 Fee (Ash)	$0	$0	$0	$0	$0	$0	$0	
Env Stewardship Fund Fee Per Ton (Ash)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Env Stewardship Fund Fee (Ash)	$0	$0	$0	$0	$0	$0	$0	
Total DEP Fees	$548,720	$548,720	$548,720	$548,720	$548,720	$548,720	$548,720	
Total Utilities	$1,735,533	$1,774,582	$1,814,510	$1,855,337	$1,897,082	$1,939,766	$1,983,411	
Total Insurance	$400,631	$409,645	$418,862	$428,286	$437,923	$447,776	$457,851	
Total Permit Expenses	$26,709	$27,310	$27,924	$28,552	$29,195	$29,852	$30,523	
Total Site Wages	$534,174	$546,193	$558,483	$571,049	$583,897	$597,035	$610,468	
Total Site Maintenance	$624,602	$638,656	$653,025	$667,718	$682,742	$698,103	$713,811	
Total Misc Expenses (Including Electric Admin)	$240,379	$245,787	$251,317	$256,972	$262,754	$268,666	$274,711	
TOTAL EXPENSES	$23,001,851	$23,490,616	$23,990,603	$24,502,072	$25,024,731	$25,559,416	$26,106,284	
	14	15	16	17	18	19	20	
	9/15/2027	*9/15/2028*	*9/15/2029*	*9/15/2030*	*9/15/2031*	*9/15/2032*	*9/15/2033*	
	1/31/2028	*1/31/2029*	*1/31/2030*	*1/31/2031*	*1/31/2032*	*1/31/2033*	*7/31/2033*	
FINANCIAL SUMMARY	7/31/2027	7/31/2028	7/31/2029	7/31/2030	7/31/2031	7/31/2032	7/31/2033	
Net Operating Income	$14,627,629	$15,037,530	$15,462,650	$15,903,601	$16,351,880	$16,817,177	$17,298,039	
Bond Principal	$7,028,750	$7,602,600	$8,155,000	$8,741,250	$9,358,750	$10,013,750	$10,590,000	
Bond Interest	$3,074,500	$2,723,063	$2,342,938	$1,935,188	$1,498,125	$1,030,188	$428,938	
Bond Debt Service	$10,103,250	$10,325,663	$10,497,938	$10,676,438	$10,858,875	$11,043,938	$11,018,938	
Debt Service Coverage	1.45	1.46	1.47	1.49	1.51	1.52	1.57	
Subordinate Debt (Interest Only)	$240,000	$240,000	$240,000	$240,000	$240,000	$240,000	$240,000	
Site Remediation								
Capital Expenditures-RACP Funds/Borrow								
Capital Expenditures-LCSWMA Project Cash	$2,000,000	$2,000,000	$2,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	
NET SURPLUS	$2,284,379	$2,471,967	$2,724,712	$3,987,064	$4,255,005	$4,533,239	$5,039,101	$44,995,665

EXHIBIT I

DGS Power Purchase Agreement

[Attached]

Intergovernmental Power Purchase and Sale Agreement

_____, 2013

TABLE OF CONTENTS

Page

SECTION I. GENERAL TERMS. 1

1.1 Purpose 1
1.2 Binding Terms 2
1.3 Standard Commonwealth Contract Provisions 2
1.4 Term 2
1.5 Notices. 2
1.6 Contracting Officer 3

SECTION II. SALES, PURCHASES AND COSTS. 3

2.1 Electricity Sales and Purchases 3
2.2 Borough Responsibilities and Costs 3
2.3 Commonwealth Responsibilities and Costs 4
2.4 Account Information and Metering 5
2.5 Delivery Point 5
2.6 Purchase Quantities 5
2.7 Excess Quantities 6
2.8 Capacity Purchase 6
2.9 Title, Possession, and Control 6
2.10 Load Reduction and Demand Response. 7
2.11 Enrollment. 7

SECTION III. PRICING AND INVOICING 7

3.1 Invoicing and Borough Escrow Account 7
3.2 Electricity Supply 7
3.3 KWh Price 7
3.4 Payment Clawback 8
3.5 Clawback Account 8
3.6 Net Operating Income 10
3.7 Projected DS Schedule and Closing DS Schedule 11
3.8 Projected Debt Service Coverage 12
3.9 Minimum Clawback Coverage 12
3.10 Actual Debt Service Coverage 13
3.11 Capacity Invoicing 13
3.12 Service Start Date 13
3.13 Invoicing and Payment Method 13
3.14 Payment 13
3.15 Invoicing Instructions 13
3.16 Adding Facilities to the DGS Portfolio 14

SECTION IV. CONDITIONS, LIABILITY, and INDEMNITIES 14

4.1 Conditions to this Agreement 14

4.2 Limitations to Borough Escrow Account 14
4.3 Liability of Commonwealth for Personal Injury 15
4.4 Indemnity of Authority 15
4.5 Patent Indemnity 15
4.6 Office of the Attorney General 15

SECTION V. DEFAULT, TERMINATION AND REMEDIES 16

5.1 Default 16
5.2 Termination Provisions 17
5.3 Agreement Controversies 18
5.4 Remedies 19

SECTION VI. MISCELLANEOUS TERMS AND CONDITIONS 19

6.1 Independent Contractor 19
6.2 Compliance with Law, Permit, and Licensure Requirements 19
6.3 Environmental Provisions 19
6.4 Warranty 19
6.5 Service from Distribution Company 19
6.6 Changes in Commodity Requirements 20
6.7 Taxes 20
6.8 Right to Use Data 20
6.9 Assignment of Anti-Trust Claims 20
6.10 Audit Provisions 20
6.11 Force Majeure 21
6.12 Severability 21
6.13 Assignability and Subcontracting 21
6.14 Releases to Media 22
6.15 Applicable Law 22
6.16 Integration 22
6.17 Amendments 22

EXHIBIT A–DGS PORTFOLIO ACCOUNT INFORMATION
EXHIBIT B–STANDARD COMMONWEALTH CONTRACT PROVISIONS
EXHIBIT C–GLOSSARY OF TERMS
EXHIBIT D – CLAWBACK PROFORMA
EXHIBIT E – CLOSING DS SCHEDULE

Intergovernmental Power Purchase and Sale Agreement

THIS INTERGOVERNMENTAL POWER PURCHASE AND SALE AGREEMENT is made this ___ day of _____, 2013, by and between the Commonwealth of Pennsylvania, acting through the Department of General Services (the "Commonwealth"), and the Borough of Columbia (the "Borough"), a political subdivision of the Commonwealth of Pennsylvania.

Background. The Lancaster County Solid Waste Management Authority (the "Authority"), a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, is in the process of acquiring and shall own the 800 ton-per-day, three unit, mass burn, waste-to-energy facility (the "Facility") located in the City of Harrisburg and Swatara Township, Dauphin County, Pennsylvania. For purposes of this Agreement the Facility has two components, the Mass Burn Facility and the Electrical Plant.

Under the Pennsylvania Authorities Act, the Authority is empowered to own and operate the Mass Burn Facility and sell steam. The Authority leases the Electrical Plant to the Borough. The Authority sells steam generated by the Mass Burn Facility to the Borough to power the Electrical Plant. Under the Pennsylvania Borough Code, a borough is empowered to operate an electrical plant and sell Electricity and Capacity. The Commonwealth desires to purchase, and the Borough desires to sell, Electricity and Capacity to the Commonwealth for use at certain facilities of the Commonwealth under the terms and conditions of this Agreement.

The Commonwealth is a public procurement unit pursuant to Section 1901 of the Pennsylvania Procurement Code. The Borough is also a public procurement unit pursuant to Section 1901 of the Procurement Code. Pursuant to Section 1903 of the Procurement Code, the Borough, as a public procurement unit, may provide the Commonwealth, as another public procurement unit, with Electricity and Capacity, independent of the requirements for procurement set forth in the Procurement Code, §1903. The parties desire to enter into an agreement for the provision of Electricity and Capacity from the Borough to the Commonwealth in exchange for payment by the Commonwealth to compensate the Borough in accordance with Section 1903 of the Procurement Code.

Capitalized terms and acronyms when used in this Agreement shall have the meanings set forth in the attached Exhibit C unless the context shall clearly indicate to the contrary.

NOW, THEREFORE, with the foregoing Background paragraphs incorporated by reference as a material part of this Agreement, and for and in consideration of the mutual promises set forth below, the parties agree, with the intention of being legally bound, as follows:

SECTION I. GENERAL TERMS.

1.1 **Purpose.** The purpose of this Agreement is for the sale by the Borough of the Electricity and Capacity generated by the Electric Plant and purchase of such Electricity and

Capacity by the Commonwealth to be used by the DGS Portfolio on a long term consistent price basis.

1.2 **Binding Terms.** The Commonwealth and the Borough agree to be bound to the terms and conditions of this Agreement and Exhibits A through E, which are hereby incorporated as part of this Agreement.

1.3 **Standard Commonwealth Contract Provisions.** In operation of the Electric Plant, the Borough shall comply with the following standard Commonwealth contract provisions, which are attached as Exhibit B and made part of this Agreement: Nondiscrimination/Sexual Harassment Clause, Contractor Integrity Provisions, Contractor Responsibility Provisions, Provisions Concerning the Americans with Disabilities Act, and Covenant Against Contingent Fees.

1.4 **Term.** The term of this Agreement is twenty (20) Years, from the Effective Date in calendar year 2013 through the twentieth anniversary of the Effective Date in calendar year 2033. This Agreement will become effective upon execution by all necessary Commonwealth officials as required by law and the Authority's completion of the acquisition of the Facility.

1.5 **Notices.**

Notices to the Commonwealth shall be given as follows, or to such other address as may be provided in writing by the applicable party:

Commonwealth of Pennsylvania
Department of General Services, Bureau of Procurement
555 Walnut Street, Forum Place, 6th Floor
Harrisburg, PA 17101-1914
Attention: Greg Knerr
Phone: (717) 703-2935
Fax (717) 346-3820
E-mail: gknerr@pa.gov

Notices to the Borough shall be given both to:

Sam Sulkosky, Borough Manager
Borough of Columbia
308 Locust Street
Columbia, PA 17512
Phone: (717) 684-2467
Fax (717)
E-mail: Colamanager@comcast.net

and

James D. Warner, CEO
Lancaster County Solid Waste Management Authority
1299 Harrisburg Pike, P.O. Box 4425
Lancaster, PA 17604
Phone: (717) 397-9968
Fax (717) 397-9973
E-mail: jwarner@lcswma.org

1.6 **Contracting Officer**. The designated Commonwealth Contracting Officer ("CO") is Greg Knerr at (717) 703-2935. By written notice to the Borough, the CO may designate a representative who will serve as the point of contact for the Agreement during the term of the Agreement. The Commonwealth from time to time by written notice to the Borough may designate a new CO.

SECTION II. SALES, PURCHASES AND COSTS. Subject to the terms and conditions set forth in this Agreement:

2.1 **Electricity Sales and Purchases**. For the electric usage needs of the DGS Portfolio, subject to Section 4.1 below, the Borough shall provide to the Commonwealth and the Commonwealth shall purchase from the Borough:

(a) subject to Section 2.6 and 2.7 below, the Net Electric Output of the Electric Plant at the Contracted Electric Rate; and

(b) all Capacity available from the Electric Plant at the price set forth in Section 2.8.

2.2 **Borough Responsibilities and Costs.** Subject to Section 4.1 below, the Borough shall provide Electricity and Capacity to the Commonwealth by delivering electricity to the Delivery Point.

(a) Upon the Effective Date of this Agreement, the Borough shall notify the Electric Distribution Company of Borough's selection as the supplier to the Commonwealth as applicable.

(b) The Borough shall designate an Electric Manager (the "Electric Manager") to manage the Net Electric Output to the extent the Net Electric Output exceeds the DGS Portfolio usage ("Excess Net Electric Output") as provided in Section 2.7. The functions of the Electric Manager will include managing the Borough's Capacity as provided in Section 2.8. It is likely that the Borough will select the same entity as Electric Manager as the Commonwealth selects as Electricity Provider. If the Commonwealth's Electricity Provider and the Borough's Electric Manager are the same entity, then the Commonwealth will contract with the Electricity Provider/Electric Manager and the Borough and the Commonwealth will agree upon a reasonable fee to be paid by the Borough to the Commonwealth to cover the incremental costs of the Commonwealth's Electricity Provider performing the functions of the Borough's Electric Manager. It is anticipated that the Electric Manager and/or Electricity Provider would provide some or all of the following services on behalf of the Borough and/or the

Commonwealth: (i) wholesale services for the Borough including: (A) creation of a sub-account for the Borough with PJM; (B) entry into a Declaration of Authority agreement with energy marketer; (C) energy scheduling into the market; (D) assistance in qualifying the Borough as an energy source and capacity resource in the PJM base residual and incremental auctions; (E) settlement of all sales including excess power into the spot market; and (F) handling all transfers of titled power through wholesale agreements from the Borough to energy marketers; and (ii) retail services for the Commonwealth including: (A) providing all ancillaries; (B) add on costs for renewable portfolio standards; (C) billing; (D) procurement transaction for additional generation capacity above the amount supplied by the Borough; (E) procurement transactions for additional energy above the amount supplied by the Borough; and (F) all transmission needs.

(c) The Borough and the Authority will be responsible for any federal, state or local taxes upon their respective incomes.

2.3 **Commonwealth Responsibilities and Costs.**

(a) The Commonwealth will select, and shall cover the costs of, an Electricity Provider to provide any additional Electricity and capacity to: fulfill the needs of the DGS Portfolio; manage the scheduling of the Electrical Plant with PJM; purchase transmission and ancillary services, satisfy the Alternate Energy Portfolio Standards, provide billing services, provide any other necessary products; schedule any electricity produced by the Plant that is not needed to serve the DGS portfolio at any time into the PJM market; and administer the terms of this Agreement.

(b) As provided above, the Commonwealth's Electricity Provider may also be the Electric Manager, and in that event the Commonwealth shall contract with the Electricity Provider/Electric Manager. In any event, the Commonwealth' contract with the Electricity Provider shall provide that:

(i) The Commonwealth, upon receiving the Electricity and Capacity at the Delivery Point, will immediately transfer such Electricity and Capacity to the Electricity Provider, which, as a conduit, will supply such Electricity and Capacity to the DGS Portfolio in addition to services provided in 2.3(a).

(ii) The Commonwealth shall pay the cost of all transmission and distribution service. The Commonwealth shall pay all sales tax, use tax, gross receipts tax, or other tax imposed upon the sale of Electricity or Capacity, to the extent applicable to the Commonwealth as a governmental entity.

(iii) The Electricity Provider is intended to constitute a "conduit", as that term is defined in 26 C.F.R. § 1.141-7(f)(4) and any successor regulations, for the exchange of output between the Commonwealth and the Borough, each a governmental entity. In

addition, the Commonwealth certifies that its contract with the Electricity Provider shall meet the following standards:

(A) The term of the contract, including all renewal options, shall not be longer than three (3) years; and

(B) The Commonwealth shall either (1) negotiate the terms of the contract with the Electricity Provider at arm's length and provide for the Electricity Provider to be compensated at fair value, or (2) provide in the contract with the Electricity Provider that the Electricity Provider be paid based on generally applicable and uniformly applied rates.

The requirements in sub-sections 2.3(b)(iii)(A) and (B) above are intended to satisfy the "short-term output contract" provisions set forth in 26 C.F.R. § 1.141-7(f)(3) and any successor regulations, such that the contract between the Commonwealth and the Electricity Provider will not be taken into account under the private business tests as set forth in Section 141 of the Internal Revenue Code of 1986, as amended, and all regulations thereunder.

2.4 **Account Information and Metering**. Exhibit A includes basic account information of the DGS Portfolio. Where hourly and/or interval metering exists, the Commonwealth and the Borough shall provide each other with such metering information upon request either electronically, by fax, or by mail on no more than a monthly basis. The Borough is not responsible for installation of hourly metering equipment, the necessary remote monitoring or other equipment, or interval metering equipment where such equipment is not presently installed. The Commonwealth shall not be required to read meters where hourly and/or interval metering does not exist.

2.5 **Delivery Point**. The Delivery Point for the Net Electric Output will be at the Facility, PNODE #50742. The Commonwealth shall take possession of the Electricity and Capacity from Borough for delivery to the DGS Portfolio at the Delivery Point. The Commonwealth's Electricity Provider, as a conduit, will deliver the Electricity and Capacity purchased at the Delivery Point to the DGS Portfolio.

2.6 **Purchase Quantities**. Based on historical DGS Portfolio usage levels, the Commonwealth intends to purchase from the Borough not less than approximately ninety-five percent (95%) of the Net Electric Output. The Commonwealth shall purchase at least ninety percent (90%) of the aggregate Net Electric Output in each applicable year.

(a) Except for the first and last Years, at least six (6) months before the expiration of each Year during the Term; (i) the Commonwealth shall provide a load estimate of the DGS Portfolio for the following Year, including consideration of usage and conservation issues; and (ii) the Borough shall provide an estimate of Net Electric Output for the following Year.

(b) If, for any Year, the load estimate is less than ninety-five percent (95%) of the Net Electric Output, then, unless not economically feasible, the Commonwealth will

endeavor to add facilities and/or accounts to the DGS Portfolio estimated to consume at least ninety-five percent (95%) of the Net Electric Output.

(c) If, for any Year, the load estimate is less than ninety percent (90%) of the Net Electric Output, then the Commonwealth shall add facilities and/or accounts to the DGS Portfolio estimated to consume at least ninety percent (90%) of the Net Electric Output.

(d) If, during any Year, the DGS Portfolio actual electric usage is less than ninety percent (90%) of the actual Net Electric Output, then for the following Year, the Commonwealth shall add facilities and/or accounts to the DGS Portfolio estimated to consume at least ninety percent (90%) of the Net Electric Output.

(e) The Borough will provide the Net Electric Output and Capacity to the Commonwealth as Non-firm Power. The Borough is not required or obligated to provide, and this Agreement does not include the sale of, any other ancillary product or service which is or may be produced by the Facility.

(f) Subject to the foregoing, the Borough will coordinate with the EDC, the Commonwealth's Electricity Provider (and, if different, the Borough's Electric Manager), and PJM as necessary to ensure reliable provision of Electricity and Capacity to the DGS Portfolio. Any environmental, energy or similar credits shall be for the benefit of the Authority.

2.7 **Excess Quantities**. The Commonwealth's designated Electricity Provider (or the Borough's Electric Manager if different) will take title and otherwise manage the Excess Net Electric Output that is not purchased by the Commonwealth for consumption by the DGS Portfolio. For such Excess Net Electric Output, the Commonwealth' Electricity Provider (or Borough's Electric Manager if different) shall administer the necessary market activity associated with such Excess Net Electric Output, which shall include payment for the Net Electric Output to the Borough at the PPL Zonal LMP price or an otherwise agreeable price mutually agreed to by the Electric Manager and the Borough. Such payment shall be on a monthly basis pursuant to the terms of Sections 3.13 and 3.14.

2.8 **Capacity Purchase**. In addition to the Electricity purchases under this Agreement, the Borough will sell and the Commonwealth will purchase all Capacity available from the Electrical Plant at a Capacity price equivalent to fifteen percent (15%) discount from the PJM Base Residual Auction Capacity price for the PPL Zone for the applicable Year, including Capacity that may be sold in the PJM incremental auctions (such as Capacity output increases that occur between the base residual auction and prior to the PJM delivery year). In the event there is no such auction, the Capacity price shall be based upon a successor or similar auction. The Borough and the Authority anticipate that Capacity may increase during the Term.

2.9 **Title, Possession, and Control**. Title to and risk of loss of all Electricity tendered for delivery shall pass to the Commonwealth upon receipt at the Delivery Point. The Borough warrants that it holds title to the Electricity, or has the right to sell the Electricity at the Delivery Point and that the Electricity is free from liens and adverse claims of any kind. The Borough shall indemnify the Commonwealth against any liens and claims arising with respect to the title to, or its rights to sell such Electricity to the DGS Portfolio. Notwithstanding that the

Electricity Provider/Electric Manager may manage the electric usage, invoicing and payment, such activities shall be only as an agent and conduit and the Electricity provided to the Commonwealth shall at all times be titled to either the Borough or the Commonwealth and payments for Electricity at all times shall be for benefit of the Borough or the Authority.

2.10 **Load Reduction and Demand Response**. Provided that the Commonwealth fully complies with Section 2.6, the Commonwealth will not be penalized for pursuing energy conservation projects, for the installation of renewable energy net-metering applications, or for participating in any FERC, PJM, or EDC demand response programs that reduce load requirements.

2.11 **Enrollment**. The Commonwealth will be responsible for switching accounts from its current electric supplier (EDC or third-party supplier) to the Borough and fulfilling any obligations with the EDC to that end. It is anticipated that the Commonwealth will contract with the Electricity Provider to provide those services.

SECTION III. PRICING AND INVOICING

3.1 **Invoicing and Borough Escrow Account**. The Commonwealth will receive monthly invoices for Electricity supplied by the Electrical Plant. The Commonwealth shall pay invoices in accordance with Section 3.14 by making payment to the Borough Escrow Account. Payments from the Borough Escrow Account will be made in accordance with an Escrow Agreement between the Borough and the Authority.

3.2 **Electricity Supply**. The Commonwealth shall receive, on a Non-firm Power basis, forecasted Electric Plant production schedules and Electric Plant scheduling by 11:00 am one day ahead of the delivery day with reconciliation to actual production in the real time PJM market. It is anticipated that the Commonwealth will contract with the Electricity Provider/Electric Manager to provide those services.

3.3 **KWh Price**. The Contracted Electric Rate, net of all taxes imposed upon the sale of Electricity, will be as set forth on the following Schedule:

2013 - $0.04022	2023 - $0.05312
2014 - $0.04122	2024 - $0.05477
2015 - $0.04285	2025 - $0.05641
2016 - $0.04401	2026 - $0.05814
2017 - $0.04572	2027 - $0.06023
2018 - $0.04702	2028 - $0.06240
2019 - $0.04836	2029 - $0.06465

2020 - $0.05028	2030 - $0.06691
2021 - $0.05117	2031 - $0.06926
2022 - $0.05175	2032 - $0.07169

3.4 **Payment Clawback**. The annual payments of the Commonwealth in Years 2023 through 2032 of the Term to the Borough will be subject to a clawback provision pursuant to the Steam Agreement under which the Authority will make certain payments into the Clawback Account if during the Clawback Period the Commonwealth pays the Borough in the aggregate an amount in excess of the amount which would have been paid had the Market Electric Rate been paid instead of the Contracted Electric Rate. The Steam Agreement between the Authority and the Borough requires the Authority to manage and fund the Clawback Account in accordance with the provisions of this Section III of this Agreement, with the Commonwealth as the intended beneficiary of the Clawback Account. The Borough has no responsibility for the Clawback Account except to the extent that payments can be made to the Clawback Account from the Borough Escrow Account.

3.5 **Clawback Account**. Prior to the Clawback Period, the Authority will establish, maintain and calculate the Clawback Account. All interest on the Clawback Account funds will be for the account of the Commonwealth. The Clawback Account will be a deposit account in the Commonwealth's name subject to the restrictions on governmental investments. Within sixty (60) days after the end of each Year, the Authority will provide the Commonwealth with a written statement of all Clawback Account activity for the previous Year. During the Clawback Period, deposits into the Clawback Account will be determined as follows:

(a) *Market Electric Rate*. A Market Electric Rate for each Year will be determined by using the monthly load weighted average of the hourly day-ahead PPL Zone price in cents per kWh. In the event there is no such price, the Market Electric Rate shall be based upon a successor or similar price.

(b) *Clawback Deposits*. The Authority will within forty-five (45) days after the end of each Year during the Clawback Period make a Clawback Deposit into the Clawback Account of a dollar amount equal to:

the number of kWh supplied to Commonwealth during the year multiplied by a number equal to:

the difference (if greater than zero) between:

(i) the Contracted Electric Rate for the Year minus:

(ii) the Market Electric Rate for the Year.

The foregoing notwithstanding, a Clawback Deposit shall not be required in any Year in which the Facility's actual Debt Service Coverage, as calculated at the end of such Year, is less than the Minimum Clawback Coverage for the corresponding Year, and the amount of the Clawback

Deposit shall not exceed the amount which, if deducted from Facility Net Operating Income, would reduce the actual Debt Service Coverage to the Minimum Clawback Coverage.

(c) *Clawback Credits.* As detailed in this sub-section, while the Commonwealth never has to provide funds to the Clawback Account, the Clawback Account can receive certain Clawback Credits which reduce the amount of funding the Authority is required to provide to the Clawback Account. The Authority will receive within forty-five (45) days after the end of each Year during the Clawback Period a Clawback Credit to the Clawback Account in each Year that the Market Electric Rate exceeds the Contracted Electric Rate in a dollar amount equal to:

the number of kWh provided to Commonwealth during the year multiplied by a number equal to:

the difference (if greater than zero) between:

(i) the Market Electric Rate for the Year, minus

(ii) the Contracted Electric Rate for the Year.

The foregoing notwithstanding, Commonwealth does not have to make any deposits into the Clawback Account even if Clawback Credits exceed Clawback Deposits.

(d) *Suspended Commonwealth Credits.* In any year that the Facility does not meet the Minimum Clawback Coverage and the Contracted Electric Rate exceeds Market Electric Rate, the Suspended Commonwealth Credit will be the amount which would have been paid as a Clawback Deposit but for the failure of the Facility to meet the Minimum Clawback Coverage. The Suspended Commonwealth Credit will be accrued as of forty-five (45) days after the end of each Year during the Clawback Period. The Clawback Deposit will be paid in future Years to the extent provided in the following sub-section (e). Any other provision of this Agreement notwithstanding, the Suspended Commonwealth Credit is applied to future Years only and no interest is earned upon Suspended Commonwealth Credits.

(e) *Clawback Proforma.* As provided in the preceding subsection (d), in each Year in which a previously created Suspended Commonwealth Credit remains in existence, some or all of the Suspended Commonwealth Credit will be paid by the Authority within forty-five (45) days after the end of the applicable Year as an Additional Deposit into the Clawback Account if, in such future Year, the actual Facility Debt Service Coverage exceeds the Minimum Clawback Coverage. The maximum amount of the Additional Deposit shall be equal to the dollar amount by which:

the actual debt service for such Year as shown on the Closing Debt Service Schedule, multiplied by a number equal to:

(i) the actual Debt Service Coverage for such Year minus

(ii) the Minimum Clawback Coverage for such Year,

exceeds the dollar amount of the Clawback Deposit to be paid by the Authority for such Year pursuant to subsection (b) above.

The Suspended Commonwealth Credit shall be reduced by the amount of the Additional Deposit and in any Year the amount of the Additional Deposit shall never exceed the remaining unpaid Suspended Commonwealth Credit. For purposes of illustration, the Clawback Proforma has been attached as Exhibit D which demonstrates how the Clawback Account would function under certain assumptions. The foregoing notwithstanding, the amount of the Additional Deposit shall not exceed the amount which, if deducted from Facility Net Operating Income, would reduce the actual Debt Service Coverage to the Minimum Clawback Coverage.

(f) *Payments to Commonwealth.* The balance of the Clawback Account, if any, and all accrued interest, will be paid to Commonwealth on or before the Account Termination Date. If aggregate Clawback Credits to the Authority exceed the aggregate Clawback Deposits at the Account Termination Date, the Commonwealth does not have to pay the remaining Clawback Credits. If any Suspended Commonwealth Credits remain at the Account Termination Date, the Authority does not have to pay the unpaid balance of the Suspended Commonwealth Credit.

3.6 **Net Operating Income**. In order to calculate Debt Service Coverage, the Facility Net Operating Income, with respect to any period, shall be Facility total operating revenues minus Facility total operating expenses, determined in accordance with Generally Accepted Accounting Principles, consistently applied. The foregoing notwithstanding:

(a) the following will not be deducted from Facility operating revenues to determine Net Operating Income: (i) capital expenditures, (ii) depreciation, (iii) amortization, (iv) subordinated debt payments; (v) reserves; and, (vi) except to the limited extent specifically provided in Section 3.5, Clawback Deposits and Additional Deposits; and

(b) the following will not be included in Facility operating revenues or operating expenses: (i) results of operations not included within the definition of Facility, such as recycling or future ashfill metal mining; (ii) results of operations outside of the Facility; (iii) results of the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets, or resulting from early extinguishment of debt.

For purposes of the Clawback Proforma only, Facility Net Operating Income has been projected as follows:

2023 - $12,652,541

2024 - $12,982,784

2025 - $13,318,264

2026 - $14,107,464

2027 - $14,503,990

2028 - $14,915,368

2029 - $15,342,099

2030 - $15,776,131

2031 - $16,226,680

2032 - $16,692,415

3.7 **Projected DS Schedule and Closing DS Schedule.** The Projected DS Schedule shown below uses a projected true interest cost of 3.867% and a projected amount financed of $123,757,138. In the first year interest only is paid. In subsequent years debt service increases gradually in order to maintain a more level Debt Service Coverage as Net Operating Income increases over time as shown below.

For purposes of calculating Facility Debt Service Coverage, at the closing of the Authority's purchase of the Facility, a fixed Closing DS Schedule will be prepared and attached as Exhibit E to this Agreement. The Closing DS Schedule will be prepared using debt service similar to that shown on the Projected DS Schedule, recalculated using the actual true interest cost of the bonds issued at Closing to acquire the Facility and the actual amount financed at Closing.

The actual debt service paid by the Authority will not match the Closing DS Schedule, because actual debt service will be structured taking into account the Authority's overall system debt service, which includes non-Facility debt. The actual aggregate debt service during the Clawback Period, as shown on the Closing bond documents, shall not exceed the aggregate debt service during the Clawback Period on the Closing DS Schedule. If the Authority refinances the debt at a lower interest rate, the Closing DS Schedule shall be recalculated using the lower interest rate.

2013 - $2,761,625	2023 - $9,081,500
2014 - $8,563,250	2024 - $9,207,750
2015 - $8,416,250	2025 - $9,329,500
2016 - $8,574,000	2026 - $9,766,000
2017 - $8,556,250	2027 - $9,920,500
2018 - $8,296,000	2028 - $10,080,250
2019 - $8,730,000	2029 - $10,243,750
2020 - $8,873,750	2030 - $10,409,500
2021 - $8,935,250	2031 - $10,576,000

2022 - $8,997,750 2032 - $10,746,750

3.8 **Projected Debt Service Coverage.** For purposes of the Clawback Proforma only, the following estimates have been made of Debt Service Coverage based upon the projections of Sections 3.6 and 3.7 above. For purposes of this Agreement, the Closing Debt Service Schedule shall determine Debt Service Coverage, without regard to increases or decreases in actual debt, actual interest rates, or actual amortization.

2023 – 1.393x

2024 – 1.410x

2025 – 1.428x

2026 – 1.445x

2027 – 1.462x

2028 – 1.480x

2029 – 1.498x

2030 – 1.516x

2031 – 1.534x

2032 – 1.553x

3.9 **Minimum Clawback Coverage.** For purposes of determining whether or not a Clawback Deposit will be made in any given Year, the Minimum Clawback Coverage during each Year shall be as follows:

2023 – 1.3x

2024 – 1.3x

2025 – 1.3x

2026 – 1.3x

2027 – 1.3x

2028 – 1.4x

2029 – 1.4x

2030 – 1.4x

2031 – 1.4x

2032 – 1.4x

3.10 **Actual Debt Service Coverage**. Actual Debt Service Coverage will be calculated within thirty (30) days after the end of each Year using the Closing DS Schedule prepared at closing and actual Net Operating Income of the Facility for that Year determined in accordance with Section 3.6 above.

3.11 **Capacity Invoicing**. The Borough shall invoice, and the Commonwealth shall pay for Capacity, in an amount equal to the Capacity of the Facility multiplied by the applicable Capacity Price in accordance with the payment procedures and timeframes specified in Sections 3.13 and 3.14.

3.12 **Service Start Date**. The service start date for each account in the DGS Portfolio shall be either the Effective Date or the next meter read date immediately following the Effective Date. The service end date for each account in the DGS Portfolio shall be the later of (i) the end of the Term, or (ii) the next meter read date immediately following the end of the Term. For each account that has a service start date that is the next meter read date immediately following the Effective Date and for each account added to the DGS Portfolio throughout the Term, the service end date shall be the next meter read date immediately following the end of the Term. Service to the DGS Portfolio will terminate on this end date, unless otherwise renewed.

3.13 **Invoicing and Payment Method**. The Borough shall furnish a monthly invoice, with the exception of items provided in Section 2.3, to the location specified by the CO. Where possible, the Borough is to invoice electronically for any items or services provided under this Agreement in a format reasonably acceptable to the Commonwealth. The Borough may receive payment for items or services provided by EFT at the Commonwealth's discretion.

3.14 **Payment**. The Commonwealth shall make payment by: (a) the date payment is due under the terms of this Agreement, (b) thirty (30) days after an invoice actually is received at the address specified at the time of award, or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth shall pay interest as determined by the Secretary of Budget in Accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto.

3.15 **Invoicing Instructions**.

For agencies under the Governor's jurisdiction, invoices should be mailed to the Commonwealth's Utility Invoice Post Office Box at the following address:

Commonwealth Utility Invoice
*Location Code**
P.O. Box 69182
Harrisburg, PA 17106

A duplicate copy of the invoice/charges and account information shall be furnished to PSFEI via electronic transmission in a comma separated file or hard copy if necessary. Mail to the following address:

The Pennsylvania State University
Penn State Facilities Engineering Institute
Attn: Scott Harford
Marion Place, Suite 414
135 E. Nittany Avenue
State College, PA 16801
sSharford@engr.psu.edu

3.16 **Adding Facilities to the DGS Portfolio.** If facilities need to be added to the DGS Portfolio under Section 2.6, or if the Commonwealth desires to add facilities so as to utilize some of the Excess Net Electric Output, then the Commonwealth shall provide an estimate of the added facility's Electricity requirements, and the parties shall add the facility to Exhibit A. In an applicable EDC where the policy is to change account numbers upon enrollment with a third-party supplier; the facility will not be considered an addition even if a new account number is assigned. If the EDC deems appropriate to change an account number for a facility during the term of this Agreement, this will also not be considered an addition.

SECTION IV. CONDITIONS, LIABILITY, and INDEMNITIES

4.1 **Conditions to this Agreement.** This Agreement is subject to the fulfillment of the following conditions:

(a) the Authority shall have acquired the Facility;

(b) the Borough shall have obtained the guarantee of the Authority to the Commonwealth of the Borough's obligations under this Agreement;

(c) the Borough shall have obtained the binding agreement of the Authority to fund the Clawback Account as required by this Agreement;

(d) the Borough shall have obtained from the Pennsylvania Public Utility Commission the appropriate license necessary to act as an Electric Generation Supplier in order to perform its obligations under this Agreement; and

(e) the Authority shall have agreed to indemnify and hold harmless: (i) the Commonwealth from any and all costs of operation, or liabilities associated with, the Electrical Plant or Borough; and (ii) the Borough from any and all costs of operation, or liabilities associated with, the Electrical Plant or the Authority in excess of funds deposited into the Borough Escrow Account.

4.2 **Limitations to Borough Escrow Account.** All costs of operation of the Electrical Plant, including but not limited to steam purchases, rent, administrative services, operating services, insurance, etc. will be paid from the Borough Escrow Account. The Commonwealth shall have no Electricity or Capacity payment obligation other than making the

payments required by this Agreement into the Escrow Account. The Borough shall have no obligation to fund the Borough Escrow Account other than the payments made into the Borough Escrow Account by the Commonwealth.

4.3 **Liability of Commonwealth for Personal Injury**. The Commonwealth shall assume all risk and liability for injury to or death of any person or damage to any property arising out of the Commonwealth's carrying out the provisions of this Agreement; provided, however, that said damage or injury results from the negligence of the Commonwealth, its agents or employees, and provided that judgment has been obtained against the Commonwealth. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania.

4.4 **Indemnity of Authority**. The Authority shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions injury to, or death of any person or damage to any property based upon or arising out of any activities performed by the Borough and its employees and agents under this agreement, provided the Commonwealth gives Borough prompt notice of any such claim of which it learns. This provision shall not be construed to limit the sovereign immunity of the Commonwealth of Pennsylvania.

4.5 **Patent Indemnity**. The Borough warrants that it is the sole owner of, or has entered into a suitable legal agreement concerning the design of the Electrical Plant, or the process provided or used in the performance of this Agreement, to the extent covered by a patent or other right duly authorized by state or federal law. The Authority shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent infringement in the United States of the items used in the performance of this Agreement. The Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If the Commonwealth at the Borough's written request furnishes information and assistance, it shall be at the Borough's expense, but the responsibility for such expense shall be only that within the Borough's written authorization. The Authority shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees, that the Borough or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any patent interests and rights in any items provided or used in the performance of this Agreement. The obligations under this Section 4.5 shall continue without time limit. No costs or expenses shall be incurred for the account of the Borough without its written consent.

4.6 **Office of the Attorney General**. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, et seq.), the OAG has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense in accordance with the following provisions:

(a) If the OAG delegates defense of the suit to the Borough, the Authority shall pay all damages and costs awarded therein against the Commonwealth. The Commonwealth will cooperate with all reasonable requests of Borough made in the defense of such suits.

(b) In the event it requests that the Commonwealth provide information, assistance and support to the Borough in defending any such suit, the Authority shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Borough's request) incurred by the Commonwealth for such support.

(c) In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing.

(d) If OAG does not delegate the defense of the suit, the Borough's obligation to indemnify ceases. The Borough will, at the Authority's expense, provide whatever cooperation OAG requests in the defense of the suit.

(e) The Commonwealth may, in its sole discretion, allow the Borough to control any related settlement negotiations. Notwithstanding any of the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld.

SECTION V. DEFAULT, TERMINATION AND REMEDIES

5.1 Default.

(a) *Borough Default.* After thirty (30) days prior written notice, with a reasonable opportunity to cure, the Commonwealth may, subject to the provisions of Section 6.11, Force Majeure, and in addition to its other rights under this Agreement, declare a Borough Default by written notice to the Borough, for any of the following reasons:

(i) failure to deliver the Net Electric Output to the Delivery point, provided however so long as the Borough supplies all the Net Electric Output, the Borough will not be required to supply a minimum amount of electric from the Electrical Plant to the Commonwealth;

(ii) failure to provide all the Capacity from the Electric Plant to the Commonwealth, provided however so long as the Borough supplies the entire Capacity of the Electrical Plant, the Borough will not be required to supply a minimum amount of Capacity to the Commonwealth;

(iii) failure to maintain any licenses or permits required to provide Electricity to the Commonwealth;

(iv) insolvency or bankruptcy of the Borough or the Authority;

(v) assignment made for the benefit of creditors by the Borough or the Authority; or

(vi) breach of any material provision of this Agreement.

(b) *Commonwealth Default.* After thirty (30) days prior written notice, with a reasonable opportunity to cure, the Borough, or the Authority on behalf of the Borough may, subject to the provisions of Section 6.11, Force Majeure, and in addition to its other rights under this Agreement, declare a Commonwealth Default by written notice to the Commonwealth, for any of the following reasons:

(i) failure to make payment of any invoice or amount when due; or

(ii) breach of any material provision of this Agreement.

(c) *No Waiver.* The failure of either party to exercise any rights or remedies provided in this Article V shall not be construed to be a waiver by the party of its rights and remedies in regard to such Default or any succeeding Default.

5.2 **Termination Provisions.** Except as otherwise provided in this Section 5.2, termination of this Agreement shall be effective forty-five (45) days after written notice of termination.

(a) *Commonwealth Termination.* The Commonwealth may terminate this Agreement through any of the following methods.

(i) *Borough Default.* Upon ninety (90) days prior written notice with opportunity to cure, the Commonwealth shall have the right to terminate this Agreement upon Borough Default.

(ii) *Non-Appropriation.* The Commonwealth shall give the Borough written prior notice as soon as possible but in any event no later than fifteen (15) days if funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period. The Commonwealth shall have the right to terminate this Agreement in such event, provided however that termination for non-appropriation shall not be available if the Commonwealth makes appropriations for other electric purchases for the DGS Portfolio. The notice of termination for non-appropriation shall be effective at the end of the fiscal period or such other date specified that funds are no longer available to support continued performance. Subject to funds being available from any appropriations available for that purpose, the Borough shall be reimbursed, subject to an overall cap of ten million dollars ($10,000,000), for:

(A) damages to the Authority resulting in increased interest costs or penalties or related costs from any

change in the taxability of the bonds issued to finance the Authority's acquisition of the Facility, and

(B) an amount equal to, based on the actual Net Electric Output, the difference between the Market Electric Rate and the Contracted Electric Rate for each Year during the balance of the original Term, but not longer than five (5) years in total. In the event that the Net Electric Output is sold to a third party for an amount higher than the Market Electric Rate, then the damage amount shall be based on the difference between the Contracted Electric Rate and the actual average electric rate received upon sale of the Net Electric Output.

For the avoidance of doubt, the Commonwealth shall not be responsible for reimbursement under this subsection for any year for which the Commonwealth is liable for damages hereunder (one of the five contract years immediately succeeding the contract year in which notice of termination is given) if the Contracted Electric Rate for such year is lower than the Market Electric Rate or the actual electric rate received upon sale to a third party, as applicable.

(b) *Borough Termination.* Upon ninety (90) days prior written notice with opportunity to cure, the Borough may terminate this Agreement for Commonwealth Default.

5.3 **Agreement Controversies.**

(a) In the event of a controversy or claim arising from this Agreement, the Borough, or the Authority on behalf of the Borough, shall, within six (6) months after the cause of action accrues, file a written claim with the CO for a determination. The claim shall state all grounds upon which the Borough asserts a controversy exists.

(b) The CO shall review timely-filed claims and issue a final determination in writing regarding the claim. The final determination shall be issued within sixty (60) days of the receipt of the claim, unless extended by consent of the CO and the Borough. The CO shall send the CO's written determination to the Borough. If the CO fails to issue a final determination within the sixty (60) days (unless extended by consent of the parties), the claim shall be deemed denied. The CO's determination shall be the final decision of the Commonwealth.

(c) Within fifteen (15) days of the mailing date of the CO determination denying a claim or within seventy five (75) days of filing a claim if no extension is agreed to by the parties, whichever occurs first, the Borough may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Borough shall proceed diligently with the performance of this Agreement in a manner consistent with the determination of the CO and the Commonwealth shall compensate the Borough pursuant to the terms of this Agreement.

(d) Nothing in this Agreement shall prohibit the Borough or the Authority from seeking remedies in the Commonwealth Court or other Court of appropriate jurisdiction, either after an adverse description of the Board of Claims or if a decision by the Board of Claims is not timely received.

5.4 **Remedies**. In the event of a Default, the non-Defaulting party is not required to terminate this Agreement and may elect to continue this Agreement and seek damages, as set forth in this Section 5.4.

(a) In the event the Commonwealth terminates this Agreement pursuant to Section 5.2(a)(i) and except for acts or omissions under Section 6.11, Force Majeure, the Commonwealth may, in its discretion, procure, upon such terms and in such manner as it may deem appropriate, service similar to those terminated, and the Authority shall be liable to the Commonwealth for the difference, if any, between the purchase price paid by the Commonwealth, utilizing commercially reasonable efforts for replacement and the prices established in this Agreement, multiplied by the difference between the quantity specified under this Agreement and the quantity actually delivered by the Borough for such days.

(b) In the event the Borough terminates this Agreement pursuant to Section 5.2(b) and except for acts or omissions under Section 6.11, Force Majeure, the Commonwealth shall be liable to the Borough and the Authority for the amount and type of damages specified in Section 5.2(a)(ii) above.

The Commonwealth shall make monthly payments each month during the balance of the initial Term to the Borough and the Authority in the amounts calculated as set forth above.

SECTION VI. MISCELLANEOUS TERMS AND CONDITIONS

6.1 **Independent Contractor**. In performing the obligations required by this Agreement, the Borough will act as an independent contractor and not as an employee or agent of the Commonwealth.

6.2 **Compliance with Law, Permit, and Licensure Requirements**. The Borough shall comply with all federal, state, and local laws and regulations and local ordinances in the performance of this Agreement. The Borough shall procure, at the Authority's expense, all licenses and all permits necessary for the fulfillment of its obligations.

6.3 **Environmental Provisions**. In the performance of this Agreement, the Borough shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

6.4 **Warranty**. The Borough warrants title and the right to all Electricity and Capacity sold hereunder. The Commonwealth acknowledges that it will enter into the Agreement based solely upon these express warranties. The Borough disclaims any other warranties, including the warranties of merchantability and fitness for a particular purpose.

6.5 **Service from Distribution Company**. During the Term of this Agreement the Commonwealth agrees to make and maintain the necessary arrangements so that the Electric Distribution Company and the Local Distribution Company provides service to the

Commonwealth. The Commonwealth is responsible for the distribution fees charged by the Electric Distribution Company and the Local Distribution Company as approved by the PUC unless specified otherwise in this Agreement.

6.6 **Changes in Commodity Requirements.** The Commonwealth shall provide written notice to the Borough of any significant changes, plus or minus ten (10) percent, in the Commonwealth's estimated requirements for Electricity, as soon as practicable, upon the Commonwealth's learning of such occurrence, but in no event later than fifteen (15) days of such modification. This includes modifications due to new facility construction, facility closings, strikes, or other events that significantly increase or decrease the agency's energy commodity needs. The Commonwealth's failure to provide such notice shall relieve the Borough of its obligation to pay any charges imposed by the distribution company resulting from such lack of notice.

6.7 **Taxes.** The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration no. 2374001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees, vehicle rental tax, and gross receipts tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this Section 6.7 is meant to exempt the Borough from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

6.8 **Right to Use Data.** Each of the parties shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or delivered to them as part of the performance of the Agreement; provided, however, that any data collected under the Agreement shall not be furnished to any other parties without written permission of the Commonwealth, which shall not be unreasonably withheld.

6.9 **Assignment of Anti-Trust Claims.** The Borough and the Commonwealth recognize that in actual economic practice, overcharges by the Borough's supplier resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Agreement, and intending to be legally bound, the Borough assigns to the Commonwealth all right, title and interest in and to any claims the Borough now has, or may acquire, under state or federal antitrust laws relating to the supplies and services which are subject of the Agreement.

6.10 **Audit Provisions.** The parties to this Agreement shall have the right, at reasonable times and at reasonable locations, to audit the books, documents and records of the other party to the extent that the books, documents and records relate to matters under this Agreement. The parties shall preserve books, documents, and records that relate data under this Agreement for a period of three (3) years from the end of the Term.

6.11 **Force Majeure.**

(a) Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders, or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

(b) The party seeking relief shall notify the other party orally within five (5) days and in writing within ten (10) days of the date on which the party becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (a) describe fully such cause(s) and its effect on performance, (b) state whether performance under this Agreement is prevented or delayed and (c) if performance is delayed, state a reasonable estimate of the duration of the delay. The party seeking relief shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the parties shall agree upon an adjustment to performance as reasonably necessary.

6.12 **Severability**. Should any term of this Agreement be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of this Agreement to the extent possible.

6.13 **Assignability and Subcontracting.**

(a) Subject to the terms and conditions of this Section 6.13, this Agreement shall be binding upon the parties and their respective successors and assigns.

(b) Nothing in this Agreement shall be interpreted to prevent or interfere with the Borough entering into a service agreement to operate the Electrical Plant with Covanta Harrisburg, Inc. or some other responsible third party performing similar services, or to prevent the Borough from entering into administrative contracts or contracts for the sale of Electricity.

(c) The Borough may not assign in whole or in part, this Agreement or its rights, duties obligations, or responsibilities hereunder without the prior written consent of the CO, which consent may be withheld at the sole and absolute discretion of the CO, except that the Borough may assign this Agreement to the Authority after advance written notice to the Commonwealth, provided that the Authority agrees in writing to be legally bound by all of the terms and conditions of this Agreement and to assume the duties, obligations, and responsibilities of the Borough.

(d) The Borough hereby irrevocably assigns its rights to payment to be received under this Agreement to the Borough Escrow Account, the Commonwealth consents to such assignment and agrees to make all payments under this Agreement to the Borough Escrow Account.

(e) The Commonwealth may not assign in whole or in part, this Agreement or its rights, duties obligations, or responsibilities hereunder without the prior written consent of the Borough, which consent may be withheld at the sole discretion of the Borough.

(f) The Authority is an intended third party beneficiary of this Agreement.

6.14 **Releases to Media**. No party shall issue any news releases about this Agreement without prior consent of the other party.

6.15 **Applicable Law**. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The parties consent to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The parties agree that any such court shall have in personam jurisdiction, and consent to service of process in any manner authorized by Pennsylvania law.

6.16 **Integration**. This Agreement and all exhibits and other attachments, and Awards issued, constitute the entire agreement between the parties and completely express their intent. It supersedes all prior agreements and all prior or contemporaneous agreements are hereby merged into this Agreement. No agent, representative, employee, or officer of either the Commonwealth or the Borough has authority to make, or has made, any statement, agreement, or representation, oral, or written, in connection with this Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any customer or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

6.17 **Amendments**. Any changes, corrections, or additions to this Agreement shall be in writing in the form of a supplemental agreement signed by both parties, setting forth therein the proposed change, correction, or addition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the dates set forth below.

ATTEST:

BOROUGH OF COLUMBIA

By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

COMMONWEALTH OF PENNSYLVANIA

APPROVED AS TO LEGALITY AND FORM

DEPARTMENT OF GENERAL SERVICES

By: _____

Secretary

OFFICE OF CHIEF COUNSEL

By: _____ Date: _____

Date: _____

OFFICE OF GENERAL COUNSEL

By: _____

Date: _____

OFFICE OF ATTORNEY GENERAL

By:_____

Date:_____

For purposes of evidencing consent to the provisions applicable to the
LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY:

By:_____ Date:_____
(Vice) Chair

Attest:_____
(Assistant) Secretary

EXHIBIT A

DGS PORTFOLIO ACCOUNT INFORMATION

Capitol Complex	PPL Utilities	44848-15085
DGS Annex Complex	PPL Utilities	74590-86015
Rachel Carson State Office Building	PPL Utilities	60880-70004
Public Works Complex	PPL Utilities	63720-68003
22nd & Forster Complex	PPL Utilities	63920-68009
Commonwealth Technology Center-CMIC	PPL Utilities	51499-82011
Commonwealth Technology Center-Network Control	PPL Utilities	74790-86002
Agriculture Building	PPL Utilities	74990-86008
Agriculture Diagnostic Laboratory	PPL Utilities	45590-86014
Governor's Residence	PPL Utilities	78190-78000
Scranton State Office Building	PPL Utilities	72991-29004
Publications Building	PPL Utilities	13260-68018
Print Shop	PPL Utilities	77910-62048
State Records Center	PPL Utilities	72531-27006
Forms & Publications Warehouse	PPL Utilities	04420-69007

EXHIBIT B

STANDARD COMMONWEALTH CONTRACT PROVISIONS

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Borough agrees with respect to activities under this Agreement:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this Agreement or any subcontract, the Borough, each subcontractor, or any person acting on behalf of the Borough or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Borough nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this Agreement on account of gender, race, creed, or color.

3. The Borough and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

4. The Borough and each subcontractor shall not discriminated by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which this Agreement relates.

5. The Borough and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the Commonwealth and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after the Award, the Borough shall complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form.

6. The Borough shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. Subject to Section V of the Agreement, the Commonwealth may cancel or terminate this Agreement and all money due or to become due under this Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Commonwealth may proceed with debarment or suspension and may place the Borough in the Contractor Responsibility File.

INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, the Borough agrees to the following in connection with the performance of this Agreement:

1. The Borough shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to the Borough or that govern contracting with the Commonwealth.

2. The Borough shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Borough employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all employees performing under this Agreement.

3. The Borough, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.

4. The Borough, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.

5. The Borough, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct. Executive Order 1980-18. 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

6. The Borough, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

7. The Borough, its affiliates, agents, employees, or anyone in privity with the Borough shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under this Agreement, except as provided in this Agreement.

8. The Borough shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material in connection with this Agreement, unless the financial interest is disclosed to the Commonwealth in writing and the

Commonwealth consents to Borough's financial interest prior to Commonwealth execution of this Agreement. The Borough shall disclose the financial interest to the Commonwealth no later than the Borough's submission of this Agreement signed by the Borough.

9. Borough, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, the Borough under this Agreement without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this Agreement. Any information, documents, reports, data, or records secured by Borough from the Commonwealth or a third party in connection with the performance of this Agreement shall be kept confidential unless disclosure of such information is:

a) Approved in writing by the Commonwealth prior to its disclosure; or

b) Directed by a court or other tribunal of competent jurisdiction unless this Agreement requires prior Commonwealth approval; or

c) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

d) Necessary for purposes of Borough's internal assessment and review; or

e) Deemed necessary by Borough in any action to enforce the provisions of this Agreement or to defend or prosecute claims by or against parties other than the Commonwealth; or

f) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or

g) Otherwise required by law.

10. The Borough certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the CO in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

a) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

b) Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by the Borough or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:

i) obtaining;

ii) attempting to obtain; or

iii) performing a public contract or subcontract.

The Borough's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

c) Violation of federal or state antitrust statutes.

d) Violation of any federal or state law regulating campaign contributions.

e) Violation of any federal or state environmental law.

f) Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.

g) Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 11 P.S. 1 et seq.*

h) Violation of any federal or state law prohibiting discrimination in employment.

i) Debarment by any agency or department of the federal government or by any other state.

j) Any other crime involving moral turpitude or business honesty or integrity.

Subject to Section V, the Borough acknowledges that the Commonwealth may, in its sole discretion, terminate this Agreement for cause upon such notification or when the Commonwealth otherwise learns that Borough has been officially notified, charged, or convicted.

11. To the extent required by law, the Borough shall, (to the extent required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to the Borough by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

a) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars ($1,000) by any individual during the preceding year; or

b) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars ($1,000) during the preceding year.

12. To obtain a copy of the reporting form, the Borough shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

The Borough shall comply with requirements of the *Lobbying Disclosure Act, 65 PaC.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Borough employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Borough employees to the registration and reporting requirements of the law. Actions by outside lobbyists on the Borough's behalf, no matter the procurement stage, are not exempt and must be reported.

13. When the Borough has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, the Borough shall immediately notify the CO or Commonwealth Inspector General in writing.

14. The Borough, by execution of this Agreement and by the submission of any bills, invoices or requests for payment pursuant to this Agreement, certifies and represents that it has not violated any of these Borough integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the Term.

15. The Borough shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Borough non-compliance with these provisions. The Borough agrees to make identified Borough employees available for interviews at reasonable times and places. Borough, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Borough's integrity and compliance with these provisions. Such information may include, but shall not be limited to, the Borough's business or financial records, documents or files of any type or form that refers to or concern this Agreement.

16. Subject to Section V of this Agreement, for violation of any of these Integrity Provisions, the Commonwealth may terminate this Agreement and any other contract with Borough, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Borough to complete performance under this Agreement, and debar and suspend Borough from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

17. For purposes of these Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

a) "Confidential information" means information that a) is not already in the

public domain; b) is not available to the public upon request; c) is not or does not become generally known to the Borough from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of the Borough; or e) has not been independently developed by the Borough without the use of confidential information of the Commonwealth.

b) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this Agreement.

c) "Borough" means the Borough of Columbia.

d) "Financial interest" means:

i) Ownership of more than a five percent interest in any business; or

ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e) "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

f) "Immediate family" means a spouse and any unemancipated child.

g) "Non-bid basis" means a contract awarded or executed by the Commonwealth with Borough without seeking bids or proposals from any other potential bidder or offeror.

h) "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term "Borough" is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term Borough includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Borough certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Agreement, that neither the Borough, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Borough cannot so certify, then it agrees to submit, along with this Agreement, a written explanation of why such certification cannot be made.

2. The Borough also certifies, in writing, that as of the date of its execution of this Agreement it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Borough's obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date thereof. Accordingly, the Borough shall have an obligation to inform the Commonwealth if, at any time during the Term of this Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Borough, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. Subject to the provisions of Section V of the Agreement, the failure of the Borough to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of this Agreement with the Commonwealth.

5. The Borough agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Borough's compliance with the terms of this or any other agreement between the Borough and the Commonwealth that results in the suspension or debarment of the Borough. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Borough shall not be responsible for investigative costs for investigations that do not result in the Borough's suspension or debarment.

6. The Borough may obtain a current list of suspended and debarred Commonwealth Boroughs by either searching the Internet at http://www.dgs.state.pa.us/ or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

AMERICANS WITH DISABILITIES ACT

a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Borough understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement or from activities provided for under this Agreement on the basis of the disability. As a condition of accepting this Agreement, the Borough agrees to comply with the "General Prohibitions Against Discrimination." 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

b. The Borough shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the Borough's failure to comply with the provisions of subparagraph a. above.

COVENANT AGAINST CONTINGENT FEES

The Borough warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Borough, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Borough, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. Subject to Section V of this Agreement, for breach or violation of this warranty, the Commonwealth shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from a purchase order price, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

EXHIBIT C

GLOSSARY OF TERMS

GENERAL DEFINITIONS: the following definitions apply to the words and phrases used in the foregoing Agreement, unless the text or usage clearly indicates otherwise.

Account Termination Date – The date forty-five (45) days after the end of the Term.

Additional Deposit – The additional Clawback Deposit to be made by the Authority pursuant to Section 3.5(e).

Aggregator - An entity licensed by the PUC that purchases Electricity and takes title to Electricity as an intermediary for sale to retail customers. An aggregator assembles customers into buying groups for the purpose of purchasing Electricity.

Agreement - This Intergovernmental Power Purchase and Sale Agreement between the Borough and the Commonwealth.

Authority - The Lancaster County Solid Waste Management Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania.

Borough – The Borough of Columbia.

Borough Default – Borough Default is described in Section 5.1(a).

Borough Escrow Account - An escrow account in the name of Borough administered by the Authority in accordance with the Steam Agreement into which all Electric Plant receipts are deposited and from which all Electric Plant expenses are paid.

Capacity - Capacity means capacity to generate Electricity as measured by the PJM UCAP, as it may be changed by PJM from time to time.

Clawback Account – An escrow account into which the Authority may be required to make certain payments due to the Clawback provisions of this Agreement as provided in Section 3.5.

Clawback Credit – The credit to the Clawback Account provided to the Authority pursuant to Section 3.5(c).

Clawback Deposits - The deposits by the Authority into the Clawback Account as required by Section 3.5(b).

Clawback Period - The annual payments of Commonwealth during the second ten years of the Term.

Clawback Proforma – An illustrative pro forma attached as Exhibit D solely to demonstrate how the Clawback Account would function under certain circumstances.

Closing DS Schedule – The fixed debt service schedule described in Section 3.7.

CO – The Contracting Officer who will serve as the point of contact for the Agreement during the Term of this Agreement. The Commonwealth from time to time may designate a new CO.

Commonwealth - The Commonwealth of Pennsylvania and all its agencies, departments and other units. The definition does not include political subdivisions or other municipal entities.

Commonwealth Default – Commonwealth Default is described in Section 5.1(b).

Contracted Electric Rate - The price per kWh, net of all taxes imposed upon the sale of Electricity, as set forth on the Schedule contained in Section 3.4 of this Agreement.

Debt Service Coverage - Debt service coverage is calculated by dividing the applicable annual Net Operating Income by the applicable annual debt service (principal and interest) as described in Section 3.6.

Delivery Point - The point on an electrical distribution system at which it delivers Electricity that was supplied. The Delivery Point is defined in Section 2.3.

Distribution Charges - Basic service charges for delivering Electricity from the transmission system over a distribution system to a customer's residence or business.

Distribution Company - The regulated portion of an electric company that constructs and maintains the wires that connects the transmission grid to the customer's residence or business where the power is used.

DGS Portfolio – The fifteen (15) Commonwealth building accounts listed in Exhibit A to this Agreement and any building accounts subsequently added to Exhibit A from time to time as provided in this Agreement.

Effective Date - The Effective Date is the date the Borough is to begin providing Electricity to the Delivery Point. The CO will fix the Effective Date after this Agreement is fully executed by the Borough and by the Commonwealth, and after all approvals required by Commonwealth contracting procedures are obtained. The Borough will not start performance under this Agreement prior to the Effective Date.

EFT – Transfer of funds by electronic funds transfer.

Electrical Plant – The portion of the Facility consisting of a turbine and associated equipment which uses steam created by the Mass Burn Facility to generate Electricity for sale.

Electric Distribution Company or EDC - The public utility providing facilities for the transmission and distribution of Electricity to retail customers.

Electric Generation Supplier or EGS - A firm or company that sells Electricity or related services to end-use customers using the transmission or distribution facilities of an electric distribution company.

Electric Manager – The entity designated by the Borough to provide services regarding the Net

Electric Output and the DGS Portfolio as described in Section 2.2 of this Agreement. The Borough may designate the Commonwealth's Electricity Provider as Electric Manager, in which case the contract will be with the Commonwealth, or the Borough may designate a separate entity, in which case the contract will be with the Borough.

Electricity - deregulated electricity that is purchased pursuant to this Agreement and that is delivered to the Delivery Point meter.

Electricity Provider – The term refers to the electric supplier entity designated and contracted by the Commonwealth to manage delivery of the Net Electric Output to the Commonwealth and other Energy Related Services for the DGS Portfolio as described in Section 2.3 of this Agreement.

EPA - United States Environmental Protection Agency.

Excess Net Electric Output – The Net Electric Output less the quantity of Electricity consumed by the DGS Portfolio as set forth in Section 2.2(b).

Facility - An 800 ton-per-day, three unit, mass burn, waste-to-energy facility owned by the Authority and located in the City of Harrisburg and Swatara Township, Dauphin County, Pennsylvania, including the Mass Burn Facility and the Electrical Plant.

Federal Energy Regulatory Commission or FERC - A quasi-independent regulatory agency within the Department of Energy having jurisdiction over interstate Electricity sales, wholesale electric rates, hydroelectric licensing, interstate gas pipelines and interstate gas sales under the Natural Gas Act, gas pipeline certification, and deregulation of the natural gas industry (FERC Order 436 and Order 636).

Firm Power - Power or power producing capacity intended to be available at all times during the period covered by a guaranteed commitment to deliver, even under adverse conditions.

Force Majeure - An act of God, strike, lockout, war, civil disturbance, explosion, breakage, accident to machinery or pipeline, failure of wells of sources of gas supply, federal, state or local law, binding order of a court or governmental agency or by any other cause beyond the reasonable control of the Commonwealth or the Borough or the Authority.

Grid - An arrangement of power lines connecting power plants and customers over a large area.

GRT - Means Gross Receipts Tax.

Kilowatt (kW) - One thousand watts of Electricity.

Kilowatt hour (kWh) - One thousand watts of Electricity used for one hour.

Market Electric Rate – Rates for Electricity as set forth in Section 3.5(a).

Marketer or Broker - An entity, licensed by the PUC, that acts as an agent or intermediary in the sale and purchase of Electricity and does not take title to the Electricity.

Mass Burn Facility – The portion of the Facility consisting of burners and associated equipment which incinerate waste to create heat used to generate steam.

Minimum Clawback Coverage – The minimum Debt Service Coverage set forth in Schedule 3.9.

Net Electric Output - The entire electric output of the Electrical Plant, less Electricity consumed in operating the Facility and other operations on the Facility site, including the Mass Burn Facility.

Net Operating Income – The net operating income used to calculate Debt Service Coverage as provided in Section 3.6.

Non-firm Power - A supply of power or power producing capacity having limited or no assured availability because it is supplied on a unit-contingent basis and the amount of electricity output thereunder is not assured or guaranteed.

OAG – Means the Office of the Attorney General of the Commonwealth.

PJM Interconnection LLC or PJM - A regional transmission organization that ensures the reliability of the electric power supply system in 13 mid-Atlantic states and the District of Columbia. PJM operates the wholesale Electricity market and manages a long-term regional electric transmission planning process to maintain the reliability of the power supply system.

PJM System - The transmission facilities located in the Mid-Atlantic region that are controlled by PJM.

Power Marketer - An individual or firm that sells Electricity that it either buys or generates on its own. Power marketers require certification by the Federal Energy Regulatory Commission (FERC).

Procurement Code – The Commonwealth Procurement Code, 62 Pa.C.S.A. §101 *et. seq.*

Projected DS Schedule – The projected debt service schedule described in Section 3.7.

Public Utilities Commission or PUC - State energy regulatory division that oversees tariffs and regulatory issues for all utilities. References to the PUC are considered the Pennsylvania Public Utility Commission unless otherwise stated.

Regional Transmission Organization or RTO - An organization regulated by the Federal Energy Regulatory Commission that owns and/or operates all or part of the transmission systems of several companies in order to ensure independence and non-discriminatory access for all users. Regional transmission organizations include independent system operators, transmission companies, and independent transmission companies.

Steam Agreement – The agreement between the Borough and the Authority pursuant to which the Authority leases the Electrical Plant to the Borough, sells steam to the Borough for use in the Electrical Plant, agrees to make the Clawback Deposits, and indemnifies the Borough against

certain claims and losses. In consideration of Borough's purchase of steam from the Authority, the Authority will guarantee all obligations of the Commonwealth to the Borough under this Agreement.

Suspended Commonwealth Credit – The suspended credit to the Clawback Account provided to the Commonwealth pursuant to Section 3.5(d).

Tariff - Formal documentation of local distribution company (utility) and protocols and prices, as approved by the PUC.

Term – The term of the Agreement is set forth in Section 1.4.

Transition Charges - These are charges that generally represent the costs of government policies, practices or mandates and otherwise would not exist in a competitive market. Recovery of these costs will not increase customer prices over current levels.

Watt - A unit of electric power. For example, a 100-watt bulb turned on for 10 hours would use 1,000 watts of Electricity or one kilowatt-hour.

Year - A "Year" is the twelve (12) month period beginning with the stated year (i.e. "2013" would be July 1, 2013 through June 30, 2014).

EXHIBIT D
CLAWBACK PROFORMA

Electric Rate Structure	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Net Operating Income										
Forecasted NOI	$12,652,541	$12,982,784	$13,318,264	$14,107,464	$14,503,990	$14,915,368	$15,342,099	$13,740,448*	$16,226,680	$16,692,415
Debt Service										
Debt Service	$9,081,500	$9,207,750	$9,329,500	$9,766,000	$9,920,500	$10,080,250	$10,243,750	$10,409,500	$10,576,000	$10,746,750
Coverages										
Forecasted Coverage	1.393x	1.410x	1.428x	1.445x	1.462x	1.480x	1.498x	1.516x	1.534x	1.553x
Actual Coverage	1.394x	1.410x	1.428x	1.444x	1.462x	1.480x	1.498x	1.324x	1.534x	1.553x
Target Clawback Coverage	1.300x	1.300x	1.300x	1.300x	1.300x	1.400x	1.400x	1.400x	1.400x	1.400x
Forecast Maximum Clawback	**$846,591**	**$1,012,709**	**$1,189,914**	**$1,411,664**	**$1,607,340**	**$803,018**	**$1,000,849**	**$1,207,502**	**$1,420,280**	**$1,646,965**
Contracted Rates	**$0.0531**	**$0.0548**	**$0.0564**	**$0.0581**	**$0.0602**	**$0.0624**	**$0.0647**	**$0.0669**	**$0.0693**	**$0.0717**
Electric Expense to DGS (based on contracted rates)	**$6,016,010**	**$6,221,857**	**$6,426,404**	**$6,640,280**	**$6,894,983**	**$7,157,094**	**$7,427,857**	**$7,697,563**	**$7,976,715**	**$8,263,204**
Hypothetical Market Rates (for illustrative purposes only)	**$0.0631**	**$0.0600**	**$0.0464**	**$0.0481**	**$0.0700**	**$0.0650**	**$0.0650**	**$0.0600**	**$0.0600**	**$0.0600**
Hypothetical Market Electric Expense to DGS	**$7,256,500**	**$6,900,000**	**$5,336,000**	**$5,531,500**	**$8,050,000**	**$7,475,000**	**$7,475,000**	**$6,900,000**	**$6,900,000**	**$6,900,000**
Suspended Credit	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$797,563**	**$453,999**	**$170,238**
Escrow Account Adjustment	**-$1,240,490**	**-$678,143**	**$1,090,404**	**$1,108,780**	**-$1,155,017**	**-$317,906**	**-$47,143**	**$0**	**$1,420,280**	**$1,646,965**
Escrow Balance	**-$1,240,490**	**-$1,918,633**	**-$828,229**	**$280,550**	**-$874,466**	**-$1,192,372**	**-$1,239,515**	**-$1,239,515**	**$180,765**	**$1,827,730**
							DGS IS PAID	**$1,827,730**		

The $13,740,448 Forecasted NOI is for illustrative purposes only to show that no payment is made to escrow account as LCSWMA did not meet debt service. Actual NOI forecasted by LCSWMA is $15,740,448.

Notes:

1). Escrow account will be established which LCSWMA will fund annually should the market rates be below the Contracted Rates, subject to the Target Clawback Coverage

2). Escrow account will receive credits (not funding) should market rates exceed the Contracted Rates

3). Escrow account funds, if any, will be distributed to DGS at the expiration of the contract after true up for final year of contract is made

EXHIBIT E
CLOSING DS SCHEDULE

To Be Attached at Closing

EXHIBIT J

County Agreements

[Attached]

COOPERATION AGREEMENT

This Cooperation Agreement (this "Cooperation Agreement") is entered into as of the ____ day of _____, 2013, by and between the **LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY** ("LCSWMA"), and Pennsylvania municipal authority, and **COUNTY OF DAUPHIN** (the "County"), a Pennsylvania third-class county.

Background

LCSWMA and the County have entered into a Delegation and Assumption of Capacity Assurance Responsibilities Agreement (the "Delegation Agreement"). A true and correct copy of the Delegation Agreement is attached to this Cooperation Agreement as Exhibit "A" and incorporated by reference as if set forth in full in this Cooperation Agreement. Capitalized terms not defined in Section 25 or elsewhere in this Cooperation Agreement shall be defined as set forth in the Delegation Agreement and the Amended Waste Management Ordinance of the County.

Regional cooperation in providing for solid waste management needs of both the County and Lancaster County is beneficial to the public. The Delegation Agreement provides for regional cooperation in assurance of adequate permitted processing and disposal capacity for municipal solid waste. This Cooperation Agreement provides for regional financial cooperation concerning the Designated RMW Facility. The County and LCSWMA intend that LCSWMA acquire the Designated RMW Facility under the terms of a Purchase Agreement (the "Purchase Agreement") among LCSWMA, THA and the Receiver. The acquisition will enable LCSWMA to fulfill its responsibilities under the Delegation Agreement. The Purchase Agreement generates a reasonable purchase price for the Designated RMW Facility. The Purchase Agreement is a key component of the Recovery Plan of the Receiver under which the County will not have any remaining obligation under the County's guaranty of certain bonds issued by THA in connection with the Designated RMW Facility.

In order for the Purchase Agreement to generate a purchase price sufficient to retire a significant portion of the Designated RMW Facility debt and enable a successful Recovery Plan, it is necessary for, among other things, all Regulated Municipal Waste to be delivered, processed and disposed by LCSWMA. To protect the County, LCSWMA has agreed to certain not to exceed per Ton Regulated Municipal Waste gate disposal charges ("Tip Fees") as set forth in this Cooperation Agreement. The County will not guarantee the Acquisition Bonds issued by LCSWMA to finance the acquisition of the Designated RMW Facility. In lieu of such guarantee, to enable LCSWMA to finance the Purchase Agreement, the County has agreed to certain financial cooperation in the operations of the Designated RMW Facility as set forth in this Cooperation Agreement. Without the Delegation Agreement, this Cooperation Agreement, and the Redevelopment Assistance Capital Grant (the "RACP Grant") to be provided by the Commonwealth of Pennsylvania, the Designated RMW Facility has very limited value. LCSWMA would not close under the Purchase Agreement with THA at the price stated in the Purchase Agreement without the agreements and RACP Grant.

With the foregoing background incorporated by reference, and intending to be legally bound by this Cooperation Agreement, LCSWMA and the County agree as follows:

Section 1. Conditions Precedent. Closing under the Purchase Agreement, and all the transactions and documents contemplated by the Purchase Agreement, is a condition precedent to the respective obligations of the County and LCSWMA under this Cooperation Agreement and the Delegation Agreement. The Term shall not commence unless each of the following conditions has been met:

(a) the Recovery Plan shall have been approved by the Commonwealth Court, all appeal periods having expired;

(b) the 2013 Plan, as defined in the Delegation Agreement, shall have been approved, or deemed to have been approved, by DEP;

(c) the City of Harrisburg shall have entered into an agreement with LCSWMA agreeing to exercise Waste Flow Control to designate the Designated RMW Facility as the facility for the disposal, processing and transfer of Regulated Municipal Waste generated within the City of Harrisburg for the Term;

(d) each party shall have received an opinion of counsel to the other party, in customary form regarding Section 28 or 29 of this Cooperation Agreement, as applicable;

(e) no action, suit, proceeding or official investigation shall have been commenced by any Person or federal, Commonwealth or local governmental authority or agency in any federal, Commonwealth or local court, that seeks to enjoin, assess civil or criminal penalties against, assess civil damages against or obtain any judgment, order or consent decree with respect to the County or LCSWMA as a result of participation or intended participation in any transaction contemplated by this Cooperation Agreement if any such action, suit, proceeding or investigation would, if adversely determined, materially affect this Cooperation Agreement, or the performance by the Parties of their respective obligations under this Cooperation Agreement or the transactions contemplated by this Cooperation Agreement;

(f) no change shall have occurred after the Contract Date in any applicable federal, Commonwealth or local law, or any applicable federal, Commonwealth or local rule, regulation or ordinance thereunder, or in the interpretation thereof by any applicable regulatory authority, that would make the execution or delivery by the County or LCSWMA of this Cooperation Agreement, or would make compliance by the County or LCSWMA with the terms and conditions of this Cooperation Agreement or the consummation by the County or LCSWMA of the transactions contemplated by this Cooperation Agreement, a violation of such law, rule, regulation or ordinance; and

(g) LCSWMA shall have obtained the necessary federal, state and local permits or approvals necessary for the operation of the Designated RMW Facility, and all applicable permits and licenses necessary for the processing and disposal of Solid Waste at the Designated RMW Facility, or, in the alternative, shall have a reasonable expectation that such permits and approvals will issue in due course and shall have entered into an Operating Agreement with THA allowing LCSWMA to operate under the authority of THA's permits and approvals.

Section 2. Satisfaction of Conditions Precedent.

(a) The Parties shall exercise good faith and due diligence in satisfying the conditions precedent set forth in this Cooperation Agreement and each Party shall give prompt notice to the other Party when the foregoing conditions precedent to its obligation have been respectively satisfied or waived in writing by the Party whose obligation is conditioned thereon.

(b) Neither Party shall be relieved of its obligations under this Cooperation Agreement by the failure to satisfy any condition precedent to the extent that the satisfaction of such condition is within such Party's control.

Section 3. Term. The term of this Cooperation Agreement (the "Term") shall commence upon closing under the Purchase Agreement (the "Commencement Date") and continue until the twentieth (20th) anniversary of closing under the Purchase Agreement (the "End Date") or earlier Termination Date. Delivery and acceptance of waste under this Cooperation Agreement shall commence on the Commencement Date, which is expected to be on or about October 16, 2013, and shall continue during the Term.

Section 4. Termination before Commencement. If the Acquisition and the Commencement Date have not occurred on or before December 31, 2013, then, if all of the conditions precedent set forth in this Cooperation Agreement are not satisfied or are not waived by the Party whose obligations are conditioned thereon, then either Party may, by notice in writing to the other Party, terminate this Cooperation Agreement as of the date of such notice, and this Cooperation Agreement shall be null and void *ab initio*. Nothing in this Section 4 shall be deemed to relieve the Parties of their obligations pursuant to Section 2.

Section 5. Termination after Commencement. On and after the Commencement Date, the Parties may terminate this Agreement only to the extent provided in Sections 20 and 21 as applicable.

Section 6. Capacity Delegation and Facility Designation. During the Term:

(a) the County and LCSWMA shall maintain and fulfill their respective obligations under the Delegation Agreement;

(b) the County shall direct all Regulated Municipal Waste to the Designated RMW Facility and the LCSWMA System;

(c) the County shall continue its current Waste Flow Control efforts and shall use best efforts to enforce such Waste Flow Control within the boundaries of the County, including but not limited to enforcing the 2013 Plan and the Amended Municipal Waste Management Ordinance, provided however that the City of Harrisburg shall have primary responsibility for enforcement of Waste Flow Control with respect to Regulated Municipal Waste generated within the City; and

(d) subject to the terms and conditions of this Cooperation Agreement, the SRMC Rules and Regulations, as adopted and revised by LCSWMA from time to time (the

"SRMC Rules and Regulations"), shall govern delivery of Solid Waste to the Designated RMW Facility and acceptance, processing, disposal and transfer of Solid Waste by the Designated RMW Facility.

Section 7. RACP Grant.

(i) In connection with acquisition and improvement of the Designated RMW Facility, LCSWMA has prepared a RACP Business Plan and RACP Application for an Eight Million Dollar ($8,000,000) RACP Grant administered by the Office of the Budget. The County will execute the Application as the Applicant with LCSWMA as the Sub-applicant. LCSWMA will provide all information and effort necessary at LCSWMA's sole cost to prepare and process the Application.

(b) The County will execute the Grant Agreement as Grantee with LCSWMA as the sub-grantee. All RACP grant funds will pass through the County to LCSWMA. LCSWMA will provide all effort necessary at LCSWMA's sole cost to administer the RACP grant funds and respond to any audit or other requirements of the Redevelopment Capital Assistance Program.

(c) In the event any use of the RACP Grant funds is found to be ineligible, or any other problem with the RACP Grant arises, LCSWMA will indemnify and hold harmless the County from any claims of the Commonwealth of Pennsylvania concerning the RACP Grant, including but not limited to reasonable attorney's fees and costs in connection therewith in defense of suits, actions, claims and demands.

(d) The County and LCSWMA will execute the RACP Grant Cooperation Agreement in substantially the form attached as Exhibit "B" approving the acquisition of the Designated RMW Facility, outlining the respective responsibilities of the County as Applicant the LCSWMA as sub-Applicant/administrator, and obligating the County and LCSWMA to comply with RACP terms and conditions of the RACP Grant Agreement.

Section 8. Not to Exceed Tip Fees.

(a) During the term of this Cooperation Agreement, the Tip Fees charged by LCSWMA for Regulated Municipal Waste (other than Regulated Municipal Waste generated within the City of Harrisburg) shall not exceed the amounts set forth in this paragraph (the "Tip Fee Limit") unless the County directs LCSWMA to charge a higher Tip Fee under Section 9(e) or Section 14 (f) or unless higher Tip Fees are required under this Cooperation Agreement under Section 15. The per Ton Tip Fee Limit each calendar year shall be: 2013 -- $77.09; 2014 through 2016-- $80; 2017 through 2019 -- $85.00; and 2020 -- $90.00. For calendar years 2021 through 2033 the Tip Fee Limit shall be changed on January 1st by the amount of the change in the Consumer Price Index from the previous January 1st. The Tip Fee Limit is inclusive of all current governmental fees upon the processing and disposal of waste, including any Host Fee. The County acknowledges and agrees that the Tip Fees and processing and disposal services provided by LCSWMA are actual and necessary costs for necessary services for the County's obligations under Act 101. LCSWMA shall give notice of the change in the Tip Fee due to the change in the Consumer Price Index as soon as the index is made available.

(b) To the extent provided in Section 9(e) and Section 14 (f), the County may increase the Tip Fee Limit once per calendar year with six (6) months advance written notice to LCSWMA.

(c) The Tip Fee Limit shall not apply to Tip Fees for Regulated Municipal Waste generated within the City of Harrisburg, which will be governed by a separate agreement between the City of Harrisburg and LCSWMA.

(d) Under the SRMC Rules and Regulations LCSWMA may charge Tip Fees in its reasonable discretion for Special Wastes and other matters. Tip Fees for C&D Waste shall be determined in accordance with the County's C&D Waste program procedures.

Section 9. Ash Disposal.

(a) During the first fifty-four (54) months of the Term, LCSWMA shall be fully responsible for all costs of transportation and disposal of ash ("Ash") generated by the Designated RMW Facility. Beginning on the fifty-fifth (55th) month of the Term, the County shall pay a monthly fee (the "Ash Fee") to LCSWMA. The monthly Ash payment shall equal the per Ton Ash Fee times the Tons of Ash generated during fifty-fifth (55th) month and each month thereafter, excluding Ash generated by processing of Solid Waste generated in Lancaster County. The weight of Ash generated by Lancaster County Waste shall be determined by multiplying the total Tons of Ash times a fraction the numerator of which is Tons of Lancaster County Waste processed and the denominator of which is total Tons of Solid Waste processed. The Ash Fee has two components: disposal and transportation.

(b) The disposal component of the Ash Fee shall initially be twelve dollars ($12.00) as of 2013. The initial disposal component shall be adjusted by the change in the annual Consumer Price Index on January 1 of each year. It is anticipated that when the Ash Fee begins to be paid in fifty-fifth (55th) month of the Term, the disposal component of the Ash Fee will have been annually adjusted by the Consumer Price Index five (5) times to determine the disposal component.

(c) The transportation component of the Ash Fee will be the actual costs to LCSWMA for transporting Ash. The transportation component is estimated at thirteen dollars ($13.00) per Ton in 2013. LCSWMA will bid Ash transportation services at the beginning of the forty-ninth (49th) month of the Term and provide the County will full information concerning the bid process and results. If LCSWMA determines that it would be less expensive to use LCSWMA forces to haul Ash, LCSWMA will provide the County with a breakdown of LCSWMA's costs and charges for transportation, including the return on invested capital, and offer the County a choice of paying the transportation costs through the bid process above or a lower Ash Fee based on transportation by LCSWMA.

(d) Upon closing under the Purchase Agreement, LCSWMA shall immediately commence an internal analysis of methods mitigating some of the Ash Fee by other disposal methods, including steps to make it possible to expand the on-site Ash Landfill within five (5) years. If LCSWMA's internal analysis concludes that it is reasonably likely that it is environmentally and economically feasible to expand the Ash Landfill, LCSWMA's staff shall

prepare cost estimates for four phases of Ash Landfill expansion: (i) design, (ii) permitting, (iii) construction, and (iv) operation, with an estimated range of a lower Ash Fee based on all costs of design, permitting, construction, and operation of new Ash Landfill cells, including but not limited to a reasonable return on invested capital, operation of the Ash Landfill, and on-site movement of Ash from the Designated RMW Facility to the Ash Landfill. If the County directs LCSWMA to proceed, LCSWMA shall engage an engineering firm to perform the design and cost estimate work for the Ash Landfill. The expense of the engineering firm's design and cost estimate work shall be paid fifty percent (50%) by the County and fifty percent (50%) LCSWMA. If at the completion of the design phase, the County directs LCSWMA to proceed, LCSWMA shall engage an engineering firm to perform the permitting work for the Ash Landfill. The expense of the engineering firm's permitting work shall be paid fifty percent (50%) by the County and fifty percent (50%) LCSWMA. If at the completion of the permitting phase, the County directs LCSWMA to proceed, LCSWMA shall construct and operate the expanded Ash Landfill, and the Ash Fee shall be adjusted so to be sufficient to, over the expected life of the expansion, with a reasonable return on invested capital, allow LCSWMA to reimburse the County for the County's share of the engineering design and permitting costs paid by the County, cover LCSWMA's share of the engineering design and permitting costs, cover construction costs, and pay the operating costs of the Ash Landfill, including on-site movement of Ash from the mass burn facility to the Ash Landfill.

(e) After the first fifty-four (54) months of the Term, the County may pursuant to Section 8(b) authorize an increase in the Tip Fee Limit on account of Ash Fee costs, provided that no such increase shall occur prior to the first day of the fifty-fifth (55th) month after the Commencement Date. If the County increases the Tip Fee Limit, LCSWMA shall increase the Tip Fee up to the Tip Fee Limit and each month thereafter LCSWMA shall calculate the additional revenues received from Regulated Municipal Waste due to the increase in the Tip Fee Limit and the monthly Ash Fee shall be reduced by an equal amount.

(f) LCSWMA will invoice the Ash Fee ten (10) days after the end of each month, and the County shall pay the Ash Fee within thirty (30) days of receipt of the invoice.

Section 10. Recycling.

(a) The County and LCSWMA are committed to the importance of Recycling in municipal waste management. Under the 2013 Plan and the Delegation Agreement the County is responsible for a county's duties under Act 101 with respect to Recycling and Source Separated Recyclable Materials.

(b) In order to assist in Recycling, LCSWMA will provide reasonable access during normal business hours to the Dauphin County Recycling Center (the "DCRC") located upon the Designated RMW Facility site. DCRC personnel and visitors shall comply with the reasonable directives of LCSWMA concerning DCRC access and use. As part of the Purchase Agreement, the existing DCRC ground lease (the "Ground Lease") from THA to the County shall be assigned to and assumed by LCSWMA and shall continue until the end of the Term so long as the DCRC is being used by the County for recycling purposes. Upon the termination of the Ground Lease, ownership of the DCRC building shall transfer to LCSWMA at no cost to

LCSWMA, provided that LCSWMA reimburses the County for any return of DEP grant funds required due to transfer of ownership of the DCRC building.

(c) As increased Recycling rates decrease the tonnage of Regulated Municipal Waste delivered to the Designated RMW Facility, the Tip Fee Limit may be adjusted pursuant to Section 14(f).

Section 11. Governmental Approvals. The County shall obtain approval from DEP of the 2013 Plan. The County shall adopt all necessary supporting ordinances and resolutions regulating the flow of municipal solid waste to the Designated RMW Facility and any and all other necessary amendments, ordinances, or other municipal or governmental actions necessary to fully comply with the statutory or regulatory requirements to fulfill this Cooperation Agreement, the Delegation Agreement and the Purchase Agreement.

Section 12. County System Fee. The continuing operation of the County Department of Solid Waste Management and Recycling (the "County Department") notwithstanding, the County shall eliminate any Dauphin County fee (currently $4.90 per Ton) applicable to Solid Waste disposal or processing. No County System Fee or other fee upon Solid Waste delivered to the Designated RMW Facility shall be imposed by the County during the Term.

Section 13. Subordinated Loan. As provided in the Purchase Agreement, in addition to the Acquisition Bonds, LCSWMA will borrow certain additional funds (the "Subordinated Loan") in the amount of Twenty Four Million Dollars ($24,000,000) used as part of the purchase price for the Designated RMW Facility.

(a) The Subordinated Loan will be interest only for the Term. LCSWMA will be responsible for interest of Two Hundred and Forty Thousand Dollars ($240,000) per annum on the Subordinated Loan, payable semi-annually during the Term, and the balance of the interest will be the responsibility of the County. Semi-annually, at least twenty (20) days prior to the due date, LCSWMA will invoice the County for the County's share of the interest and the County will pay the County's share of the interest at least ten (10) days prior to the due date. LCSWMA will pay the interest on or before the due date.

(b) The Subordinated Loan will be non recourse as to the assets and revenues of LCSWMA. The principal and interest of the Subordinated Loan shall be guaranteed by the County. LCSWMA shall give the County at least fifteen (15) days prior notice of any anticipated failure to make payment of any part of the Subordinated Loan when due.

(c) The principal of the Subordinated Loan shall be repaid at the end of the Term as follows:

(i) If, prior to the end of the Term, the County takes all necessary steps, including but not limited to any appropriate Act 101 Plan Revision, to continue legally enforceable Waste Flow Control for ten (10) years after the end of the Term with County Tip Fees not less than the Tip Fees in the year preceding the end of the Term (the "Extension"), then LCSWMA will, at LCSWMA's option:

(A) repay the unpaid principal of the Subordinated Loan; or

(B) convey the Designated RMW Facility to the County, upon County repayment of the Subordinated Loan.

(ii) If the County legally cannot cause the Extension, then LCSWMA will, at the end of the Term, at LCSWMA's option:

(A) repay the unpaid principal of the Subordinated Loan; or

(B) convey the Designated RMW Facility to the County, upon County repayment of the Subordinated Loan.

(iii) If the County is legally able to cause the Extension, but fails to do so prior to the end of the Term, then the County shall repay the unpaid principal of the Subordinated Loan and LCSWMA shall retain ownership of the Designated RMW Facility.

For purposes of this Section 13(c), during the Extension, the Designated RMW Facility will accept Regulated Municipal Waste generated within the City of Harrisburg at Tip Fees equal to the Tip Fees charged to other County Regulated Municipal Waste.

Section 14. Regulated Waste Reports.

(a) As provided in the County Rules and Regulations, LCSWMA shall require each hauler of each load of Regulated Waste delivered to the Designated RMW Facility provide LCSWMA with a completed County Manifest Form. The completed County Manifest Form shall be delivered to the Designated RMW Facility scale house operator upon entering the Designated RMW Facility. LCSWMA will ensure that a County Manifest Form accompanies any load of Regulated Waste accepted by the Designated RMW Facility.

(b) LCSWMA will review each County Manifest Form, making sure it is properly completed, and process the form as necessary.

(c) On or before the twentieth (20th) day of each month, LCSWMA will provide a monthly report to the County Department setting forth the amount of Regulated Waste transported during the preceding month to the Designated RMW Facility. LCSWMA will make available to the County for review each County Manifest Form received. The monthly report will contain the date, origin, type, and quantity of Regulated Waste delivered to the Designated RMW Facility, and total monthly receipts from Regulated Municipal Waste. On January 20 of each calendar year during the Term, LCSWMA shall calculate from the monthly reports and provide to the Department an annual report ("Receipt Report") of the total receipts from Regulated Municipal Waste during the preceding calendar year which will also identify the aggregate annual reduction, if any, in the Ash Fee, by reason of an increase in the Tip Fee Limit under Section 9(e).

(d) LCSWMA's acquisition of the Designated RMW Facility was based upon certain levels of revenues from Regulated Municipal Waste. For calendar years after 2013, the

Receipt Report will identify the dollar amount by which the actual annual Regulated Municipal Waste receipts (not including any increase in such receipts by reason of an increase in the Tip Fee Limit under Section 9(e) of this Cooperation Agreement) are less than (a "Shortfall") or greater than (an "Excess") the Regulated Municipal Waste revenues ("RMW Revenues") set forth in this paragraph. The RMW Revenues for each calendar year shall be: 2014 and 2105 -- $10,132,000; 2016 -- $10,932,000; 2017 through 2019 -- $11,615,250; and 2020 -- $12,298,500. For calendar years 2021 through 2033 the RMW Revenues shall be changed on January 1st by the amount of the change in the Consumer Price Index from the previous January 1st. RMW Revenues shall be prorated for any partial year. In consideration of LCSWMA entering into this Agreement including the matters set forth in the Background paragraph to this Cooperation Agreement, provided that LCSWMA has not reduced Tip Fees below the Tip Fee Limit, then, in the event that, after calendar year 2013, there is a Shortfall in RMW Revenues, the County shall reimburse LCSWMA for the Shortfall.

(e) For purposes of calculating the Shortfall, the County shall be deemed to begin with a $800,000 nominal credit. The nominal credit shall be increased by the amount of any Excess in any calendar year. On or about January 30 of each calendar year beginning in 2015, LCSWMA shall provide the County with an invoice indentifying the Shortfall through the end of the previous calendar year, taking into account: (i) the initial $800,000 credit, (ii) any previous uncredited Excess, and (iii) any previous Shortfall payments. The County shall pay any remaining net Shortfall within thirty (30) days of receipt of the invoice. The $800,000 credit and Excess credits are purely nominal, for the purpose of calculating any Shortfall, and are never to be paid by LCSWMA to the County.

(f) As increased Recycling rates cause a decrease in the annual Tonnage of Regulated Municipal Waste delivered to the Designated RMW Facility, the County may, pursuant to Section 8(b), increase the Tip Fee Limit so as decrease or eliminate any Shortfall.

Section 15. Adjustment to the Tip Fee Limit for Change in Law and Uncontrollable Circumstances.

(a) As the Tip Fee Limit is inclusive of all current governmental fees upon the processing and disposal of waste, including any Host Fee, the Tip Fee Limit shall be increased or decreased by the amount of any increases or decreases in such governmental fees due to Change in Law. For purposes of this Section 15 of this Cooperation Agreement, "Change in Law" means the occurrence after the Commencement Date of an event described in paragraph (i) below unless such event is excluded pursuant to paragraph (ii) or paragraph (iii) below.

(i) Change in Law means any of the following:

(A) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; or

(B) the order or judgment of any federal, state or local court, administrative agency or other governmental body; or

(C) the imposition of any conditions on the renewal (or the suspension, termination, interruption, revocation, modification, denial or failure of renewal) of any governmental license, approval or permit necessary for the operation or maintenance of the Designated RMW Facility as contemplated under this Cooperation Agreement; or

(D) the adoption, promulgation, modification or interpretation in writing by the governmental agency or unit having appropriate jurisdiction of a written guideline or policy statement of the governmental agency or unit having appropriate jurisdiction.

(ii) Any event described in paragraph (a) above shall not be a Change in Law unless:

(A) the event changes the cost or ability of LCSWMA to carry out its obligations under this Cooperation Agreement; and

(B) the event affects the delivery of Solid Waste to the Designated RMW Facility, the operation or maintenance of the Designated RMW Facility, or transport, storage or disposal of Ash, as contemplated under this Cooperation Agreement, and

(C) the event established requirements which are more burdensome than or in addition to:

(D) the most stringent requirements in effect on the Commencement Date; and

(E) any requirements (except requirements to comply with future laws, ordinances, codes, rules or regulations) contained in any existing governmental licenses, approvals or permits with respect to the Designated RMW Facility.

(iii) an event which would otherwise be a Change in Law pursuant to paragraph (a) and paragraph (b) above shall not be a Change in Law if:

(A) the event is caused by the fault of LCSWMA, or

(B) the event is a change in federal, state, local or any other tax law, ordinance, code, rule or regulation or similar tax legislation, or by the Internal Revenue Service or the United States Treasury Department or other governmental agency in interpretation of existing tax laws and regulations promulgated or proposed with respect to existing federal, state, local or other tax laws, and does not discriminate against Persons who operate mass burn, resource recovery or Solid Waste disposal facilities; or

(C) the event is the failure to obtain a permit unless such failure is directly caused by one of the events set forth in paragraph (i)(A) or (i)(C) above.

(b) In the event that Uncontrollable Circumstances give rise to increased costs of operation or maintenance or require unanticipated capital investment in the Designated RMW Facility, LCSWMA may increase the Tip Fee Limit by the amount of the increased costs upon

notice to the County containing a detailed accounting and justification for a proposed Tip Fee Limit increase to compensate for the increased cost.

(i) Within thirty (30) days of receiving such notice, if the County disputes the Tip Fee Limit increase or the amount thereof, the dispute shall be resolved by good faith negotiations between the Parties. If no resolution has been reached after thirty (30) days of good faith negotiation between the Parties, then the dispute shall be resolved by arbitration pursuant to Section 23. Tip Fees shall not be increased until the amount of the Tip Fee Limit increase has been determined either by agreement of the County and LCSWMA or arbitration and ninety (90) days prior written public notice has been given.

(ii) For purposes of this Section 15 "Uncontrollable Circumstance" means any act, event or condition, other than a labor strike, that has had, or may reasonably be expected to have, a direct material adverse effect on the rights or the obligations of LCSWMA under this Cooperation Agreement, or a direct material adverse effect on the operation of the Designated RMW Facility, or on the transport, storage or disposal of Ash, or on the delivery of Solid Waste to the Designated RMW Facility, if such act, event or condition is beyond the reasonable control of, and without the fault of LCSWMA. Such acts or events shall include, but shall not be limited to, the following:

(A) an act of God (except reasonably expected weather conditions for the geographic area of the Designated RMW Facility), hurricanes, tornados, 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, or injunction and/or judgment of any federal, Commonwealth or local court, administrative agency or governmental body with jurisdiction over the performance of LCSWMA's obligations under this Cooperation Agreement; excepting decisions interpreting federal, Commonwealth and local tax laws; provided that such order or judgment shall not be the result of the negligent or willful action or inaction of LCSWMA relying thereon and neither the contesting in good faith of any such order or judgment nor the failure to so contest shall be construed as a willful or negligent action or inaction of such LCSWMA; and

(C) a Change in Law.

Such acts or events shall not include failure to obtain a permit or license, or failure to obtain renewal, amendment or modification of a permit or license, which events shall not be an Uncontrollable Circumstance unless due to Change in Law.

Section 16. Maintenance of Designated RMW Facility. During the Term, LCSMWA shall operate and maintain the Designated RMW Facility in accordance with industry standards, subject to ordinary wear and tear, and shall maintain all permits necessary to operate the Designated RMW Facility.

Section 17. Necessary Documents and Agreements. Provided that the conditions precedent to the Purchase Agreement are fulfilled, LCSWMA and the County shall execute the documents and instruments required by this Cooperation Agreement, the Delegation Agreement and the Purchase Agreement.

Section 18. Events of Default by LCSWMA. The following shall constitute Events of Default on the part of LCSWMA:

(a) The repeated failure or refusal by LCSWMA to fulfill all or any of LCSWMA's obligations under this Cooperation Agreement or the Delegation Agreement after written notice from the County of such failure with a reasonable opportunity to cure;

(b) (i) LCSWMA's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement 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, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against LCSWMA under the laws of any jurisdiction, which proceeding has not been dismissed within thirty (30) days, or (iii) any action or answer by LCSWMA approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of LCSWMA which shall substantially interfere with LCSWMA's performance under this Cooperation Agreement;

(c) The failure of LCSWMA to operate the Designated RMW Facility for a continuous period of one hundred and eighty (180) days. Operation as a transfer station is sufficient.

Section 19. Events of Default by the County. The following shall constitute Events of Default on the part of the County:

(a) The repeated failure or refusal by the County to fulfill all or any of its obligations under this Agreement (other than the obligation to pay money when due) or the Delegation Agreement after written notice from LCSWMA of such failure, with a reasonable opportunity to cure,

(b) (i) The County's being or becoming insolvent or bankrupt or ceasing to pay 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, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the County under the laws of any jurisdiction, which proceeding has not been dismissed within thirty (30) days, or (iii) any action or answer by the County approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the County which shall substantially interfere with the County's performance under this Cooperation Agreement; and

(c) The failure on the part of the County to pay all or any amounts owed to LCSWMA under this Cooperation Agreement, within thirty (30) days following the date of receipt of written notice from LCSWMA that such amounts are due.

Section 20. Remedies of the County.

(a) An Event of Default under Section 18 shall entitle the County to institute a legal proceeding seeking specific performance of this Cooperation Agreement, and LCSWMA agrees that with respect to such action brought against LCSWMA by the County, that the award of damages at law is not an adequate remedy for an Event of Default under Section 18, nor the equivalent of the performance of LCSWMA's obligations under this Cooperation Agreement, provided however that the ability to institute an action for specific performance does not preclude an action at law for damages, including consequential damages.

(b) If, within a period of thirty (30) days after LCSWMA shall have received notice from the County that an Event of Default has occurred under Section 18, and LCSWMA has neither remedied, nor has commenced and continued to pursue with due diligence, a remedy for any such Event of Default, the County may terminate this Cooperation Agreement upon thirty (30) days' prior written notice to LCSWMA unless such Event of Default is cured within such thirty (30) day period, or such longer period as may be reasonably required.

Section 21. Remedies of LCSWMA.

(a) An Event of Default under Section 19 shall entitle LCSWMA to institute a legal proceeding seeking specific performance of this Cooperation Agreement, and the County agrees that with respect to such actions brought against the County by LCSWMA, that the award of damages at law is not an adequate remedy for an Event of Default under Section 19 of this Cooperation Agreement, or the equivalent of the performance of the County's obligations under this Cooperation Agreement, provided however that the ability to institute an action for specific performance does not preclude an action at law for damages, including consequential damages.

(b) If, within a period of thirty (30) days after the County shall have received notice from the County that an Event of Default has occurred under Section 19, and the County has neither remedied, nor has commenced and continued to pursue with due diligence, a remedy for any such Event of Default, nor has commenced an appropriate proceeding to dispute the existence of an Event of Default, LCSWMA may terminate the Cooperation Agreement upon thirty (30) days' prior written notice to the County unless such Event of Default is cured within such thirty (30) day period, or such longer period as may be reasonably required.

Section 22. Manner of Termination Payment. Within thirty (30) days following the termination or expiration of this Cooperation Agreement for any reason, the Parties shall use best efforts to reconcile all amounts then due and payable to either Party under the terms of this Cooperation Agreement. The total amount of the net outstanding unpaid balance which either Party may owe the other, the County or LCSWMA as the case may be, shall, within sixty (60) days after termination or expiration of this Cooperation Agreement, be paid by the applicable Party. This Section 22 shall survive the termination of this Cooperation Agreement.

Section 23. Dispute Resolution.

(a) In the event any controversy, claim or dispute between LCSWMA and the County shall arise with respect to the provisions of this Cooperation Agreement or the

transactions contemplated by this Cooperation Agreement, the County and LCSWMA shall resolve the dispute in accordance with this Section 23.

(b) LCSWMA and the County agree to endeavor first to resolve any such dispute by mediation before resorting to arbitration or litigation. A dispute shall be submitted to mediation by written notice to the other Party and any such mediation shall be conducted in accordance with the following:

(i) The Parties shall try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator shall be selected by agreement of the Parties. If the Parties cannot otherwise agree on a mediator, a mediator shall be designated by the American Arbitration Association at the request of a Party. Any mediator so designated must be acceptable to all Parties.

(ii) The mediation shall be treated as a settlement discussion and therefore shall be confidential. The mediator may not testify for any Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

(iii) Each Party shall bear its own costs in the mediation. The fees and expenses of the mediator shall be shared equally by the Parties.

(iv) If a Dispute has not been resolved within ninety (90) days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute will be settled by arbitration as set forth below.

(c) The dispute shall be, unless otherwise agreed to by the parties, exclusively referred to, and finally determined by, arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by three (3) arbitrators. The appointment of the arbitrators shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The prevailing party shall be entitled to collect its arbitration costs, attorneys' fees, expert fees or any other costs arising from arbitration from the other party in accordance with the provisions permitting the award of the same under the Commercial Arbitration Rules of the American Arbitration Association. Any award of the arbitrators may be entered as a judgment in any court of competent jurisdiction.

Section 24. Immunity. Nothing in this Cooperation Agreement shall be deemed a direct or indirect waiver of or limitation to any sovereign or governmental immunity, with respect to third parties, applicable to LCSWMA or the County or impose liability, with respect to third parties, on LCSWMA or the County from which it would otherwise be immune under applicable law.

Section 25. Definitions. For purposes of this Cooperation Agreement, the following words and phrases shall be given the respective interpretations and meanings set forth below.

"Acquisition Bonds" means the bonds to be issued by LCSWMA, secured by the revenues of the LCSWMA System, and used to acquire the Designated RMW Facility under the terms of the Purchase Agreement.

"Act 101" shall have the meaning set forth in the Delegation Agreement.

"Amended Municipal Waste Management Ordinance" shall have the meaning set forth in the Delegation Agreement.

"Ash" has the meaning set forth Section 9(a) of this Agreement.

"Ash Fee" has the meaning set forth Section 9(a) of this Agreement.

"Ash Landfill" means the ash landfill located on the site of the Designated RMW Facility.

"Commonwealth" means the Commonwealth of Pennsylvania and each of its appropriate administrative, contracting and regulatory agencies, departments, bureaus and offices.

"Consumer Price Index" shall mean all Urban Consumers (Area: U.S. City Average; Item: All Items) as maintained by the U.S. Department of Labor, Bureau of Labor Statistics or by a mutually-agreeable similar index if such index is no longer available.

"Contract Date" means the date of execution of this Cooperation Agreement as set forth at the head of this Cooperation Agreement.

"County Department" shall have the meaning set forth in Section 12 of this Agreement.

"Delegation Agreement" shall have the meaning set forth in the first background paragraph of this Cooperation Agreement.

"DEP" means the Department of Environmental Protection of the Commonwealth of Pennsylvania.

"Designated RMW Facility" shall have the meaning set forth in the Delegation Agreement.

"End Date" means the 20th anniversary of the Commencement Date, as set forth in Section 3.

"Event of Default" means any one or more of those events described in Sections 18 and 19 of this Cooperation Agreement.

"LCSWMA" means the Lancaster County Solid Waste Management Authority or its successor.

"Party" or "Parties" means LCSWMA and/or the County.

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

"RACP Grant" shall have the meaning set forth in the third Background paragraph of this Cooperation Agreement.

"Receiver" means the Receiver for the City of Harrisburg, as set forth in the Delegation Agreement.

"Recovery Plan" means the Receiver's recovery plan for the City of Harrisburg.

"Regulated Municipal Waste" as defined in the Delegation Agreement, means Regulated Waste, excluding C&D Waste.

"Shortfall" has the meaning set forth in Section 14(d) of this Cooperation Agreement.

"SRMC Rules and Regulations" as set forth in the Delegation Agreement, means the LCSWMA Rules and Regulations, as they may be revised from time to time by LCSMWA, applicable to Regulated Municipal Waste and the Designated RMW Facility.

"Special Handling Waste" means Solid Waste for which any governmental agency or unit having appropriate jurisdiction requires special approval (other than that generally required for Solid Waste) prior to disposal in a permitted Solid Waste disposal facility.

"Term" shall mean the period from the Commencement Date until the Termination Date, inclusive.

"THA" means The Harrisburg Authority.

"Tip Fee" means the per ton gate rate for Solid Waste acceptance charged by LCSWMA.

"Tip Fee Limit" has the meaning set forth in Section 8 of this Cooperation Agreement.

"Ton" means two thousand (2,000) pounds.

"Waste Flow Control" means the authority, by law, ordinance, regulation, resolution, or other legally binding provision or legally binding official act of the County or the County to direct all Solid Waste generated within the boundaries of the County or the County to one or more designated Solid Waste processing or disposal facilities.

Section 26. Terms Generally. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "approval" and "consent" shall be

deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed" except as the context may otherwise require.

Section 27. Notices Generally. Unless specifically provided elsewhere in this Cooperation Agreement, at least fifteen (15) days prior written notice shall be required to be given of any breach of, or failure to fulfill any requirement of, this Cooperation Agreement by a Party, in order to allow the Party receiving such notice to cure any such breach or to allow such Party time to prepare for, question or contest the fact that any such requirement of this Cooperation Agreement has not been fulfilled.

Section 28. Representations of the County. The County represents to LCSWMA that:

(a) the County is duly organized and existing in good standing under the laws of the Commonwealth and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Cooperation Agreement;

(b) the County has the requisite power, authority and legal right to enter into and perform its obligations set forth in this Cooperation Agreement, and the execution, delivery and performance of this Cooperation Agreement by the County (i) has been duly authorized, (ii) does not require the approval of any other governmental officer or body, other than those permits or approvals contemplated to be obtained before the Commencement Date, (iii) will not violate any judgment, order, law or regulation applicable to the County, and (iv) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the County under any agreement or instrument to which the County is a party or by which the County or its assets may be bound;

(c) this Cooperation Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County for the Term, fully enforceable in accordance with its terms; and

(d) there is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the County's knowledge, threatened against the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the County of its obligations under this Cooperation Agreement or the transactions contemplated by this Cooperation Agreement, or which, in any way, would adversely affect the validity or enforceability of this Cooperation Agreement, or any other agreement or instrument entered into by the County in connection with the transactions contemplated by this Cooperation Agreement.

Section 29. Representations of LCSWMA. LCSWMA represents to the County that:

(a) LCSWMA is duly organized and existing in good standing under the laws of the Commonwealth of Pennsylvania and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Cooperation Agreement;

(b) LCSWMA has the requisite power, authority and legal right to enter into and perform its obligations set forth in this Cooperation Agreement, and the execution, delivery

and performance of this Cooperation Agreement, (i) has been duly authorized, (ii) does not require the approval of any other governmental officer or body, other than those permits or approvals contemplated to be obtained before the Commencement Date, (iii) will not violate any judgment, order, law or regulation applicable to LCSWMA or any provisions of LCSWMA's articles of incorporation or by-laws, and (iv) does not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of LCSWMA under any agreement or instrument to which LCSWMA is a party or by which LCSWMA or its assets may be bound;

(c) this Cooperation Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of LCSWMA for the Term, fully enforceable in accordance with its terms; and

(d) there is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of LCSWMA's knowledge, threatened against LCSWMA, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by LCSWMA of its obligations under this Cooperation Agreement or the other transactions contemplated by this Cooperation Agreement, or which, in any way, would adversely affect the validity or enforceability of this Cooperation Agreement, or any other agreement or instrument entered into by LCSWMA in connection with the transactions contemplated by this Cooperation Agreement.

Section 30. Interest on Payments. All payments not made on the applicable due date shall bear interest from such date until the date payment is made at the lower of (a) the maximum rate permitted by Commonwealth law, or (b) the prime rate of The Chase Manhattan Bank, N.A., or in the event the Chase Manhattan Bank, N.A. no longer publishes a prime rate, the similar rate of a comparable bank.

Section 31. Compliance with Laws. LCSWMA shall comply with all laws and regulations and permits issued thereunder in connection with the Designated RMW Facility.

Section 32. Assignment. This Cooperation Agreement may be assigned by either Party for financing purposes, or to a successor governmental body, agency or authority. This Cooperation Agreement may not be otherwise assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. This Cooperation Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the County and LCSWMA. The Cooperation Agreement shall inure to the benefit of and be binding upon LCSWMA and the County and their respective successors and permitted assigns.

Section 33. Notices. All notices, demands, requests and other communications under this Cooperation Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized carrier service to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or day on which United States mail is not delivered:

(a) If to LCSWMA:

The Lancaster County Solid Waste Management Authority
1299 Harrisburg Pike
Lancaster, Pennsylvania 17603-2515
Attention: Chief Executive Officer

with a copy to:

Alexander Henderson, III, Esquire
Hartman Underhill & Brubaker, LLC
221 East Chestnut Street
Lancaster, PA 17602

(b) If to the County:

Dauphin County Board of Commissioners
County Administrative Building
2 South Second Street
Harrisburg, PA 17101

with a copy to:

Dauphin County Solicitor
County Administrative Building
2 South Second Street
Harrisburg, PA 17101

with a copy to:

Thomas F. Smida, Esq.
Mette Evans & Woodside
3401 North Front Street
P.O. Box 5950
Harrisburg, PA 17110-0950

Either Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Cooperation Agreement signed on behalf of the notifying Party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such Party by a duly authorized officer or employee.

Section 34. Relationship of the Parties. Except as specifically set forth in this Cooperation Agreement, 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 in this Cooperation Agreement 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.

Section 35. Waiver. Unless otherwise specifically provided by the terms of this Cooperation Agreement, no delay or failure to exercise a right resulting from any breach of this Cooperation Agreement shall impair such right or shall be construed to be a waiver of such right, but such right may be exercised from time to time and as often as may be deemed expedient. To be effective any waiver must be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Cooperation 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 Cooperation Agreement.

Section 36. Section Captions; References. The table of contents, article and section headings and captions contained in this Cooperation Agreement are included for convenience only and shall not be considered a part of this Cooperation Agreement or affect in any manner the construction or interpretation of this Cooperation Agreement. Except as otherwise indicated, all references in this Cooperation Agreement to Sections and Articles are to sections and articles of this Cooperation Agreement.

Section 37. Severability. In the event that any provision of this Cooperation Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Cooperation Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination implement and give effect to the intentions of the Parties as reflected in this Cooperation Agreement, and the other provisions of this Cooperation Agreement, as so amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

Section 38. Amendment. No amendment, modification or change to this Cooperation Agreement shall be effective unless same shall be in writing and duly executed by the Parties.

Section 39. No Other Agreements. All negotiations and agreements prior to the date of this Cooperation Agreement, including but not limited to the Memorandum of Understanding signed by legal counsel, are superseded by this Cooperation Agreement. This Cooperation Agreement shall constitute the entire agreement between the County and LCSWMA with respect to the disposal services contemplated by this Cooperation Agreement. This Cooperation Agreement constitutes the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, except as contained herein. LCSWMA and the County further agree that this Cooperation Agreement shall not be modified, except by a written instrument signed by both LCSWMA and the County. All exhibits attached to this Cooperation Agreement are incorporated by reference and are a part hereof.

Section 40. Execution of Documents. This Cooperation Agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument.

Section 41. Force Majeure. Neither LCSWMA nor the County shall be responsible for delays or failures in performance resulting from matters beyond their reasonable control, including, without limitation, acts of God, strikes, lockouts, labor disruptions, riots, war, terrorist strikes, utility or supply interruptions, vandalism, epidemics, changes to governmental regulations, fire, flood or other casualty, communication line failures, power failures or surges, earthquakes, etc.

Section 42. Cost of Enforcement. If either LCSWMA or the County is required to engage in any proceedings, legal or otherwise to enforce its rights under this Cooperation Agreement, the prevailing party shall be entitled to recover from the other, in addition to any other sums due, its reasonable attorneys' fees, costs, and disbursements involved in said proceedings to the extent such party has prevailed.

Section 43. Survival. Section 16, Section 20, Section 21, Section 22 and Section 24 shall survive termination or expiration of this Cooperation Agreement.

Section 44. Governing Law and Jurisdiction. This Cooperation Agreement and its validity, interpretation, performance, and enforcement shall be governed by the internal laws of the Commonwealth of Pennsylvania, notwithstanding any conflict-of-law rules. Any disputes hereunder shall be litigated exclusively in the state or federal courts having jurisdiction over such disputes in Dauphin County, Pennsylvania, by non-jury trial, and LCSWMA and the County each hereby agree to such exclusive jurisdiction and waive all rights to a jury trial. The County and LCSWMA also each hereby agree that all service of process, including any instrument to initiate suit, shall be effective if served in accordance with Pennsylvania law.

Section 45. Waivers. No waiver by any party of any condition, or the breach of any term or covenant contained in this Cooperation Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition.

Section 46. Interpretation. Headings contained in the Cooperation Agreement are for convenience of reference only and are not to be considered in construing the respective language of those documents. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. The word "including" when used herein is intended to be exemplary and inclusive of the word or phrase it modifies, and is not intended to be exclusive or limiting.

Section 47. Mutual Drafting. Both the County and LCSWMA have been represented or have had the opportunity to be represented by counsel in connection with this Cooperation Agreement, and thus this Cooperation Agreement shall not be construed against either party by reason of such party or its counsel having drafted this Cooperation Agreement.

IN WITNESS WHEREOF, the County and LCSWMA have caused this Cooperation Agreement to be executed in their respective names, have caused this Cooperation Agreement to be attested, all by their duly authorized officers and representatives, and have caused this Cooperation Agreement to be dated as of the date and year first written above.

COUNTY OF DAUPHIN

By: _____
, Chairman

Dated:_____

By: _____

By: _____

Attest:

_____
Chief Clerk

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

Dated: _____

By: _____
, Chairman

Attest: _____
, Secretary

Exhibit "A"

Delegation and Assumption of Capacity Assurance Responsibilities between the Lancaster County Solid Waste Management Authority and the County of Dauphin

DELEGATION AND ASSUMPTION OF CAPACITY ASSURANCE RESPONSIBILITIES AGREEMENT

BETWEEN

THE LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

AND

THE COUNTY OF DAUPHIN

DATED AS OF SEPTEMBER __, 2013

DELEGATION AND ASSUMPTION OF CAPACITY ASSURANCE RESPONSIBILITIES AGREEMENT

THIS DELEGATION AND ASSUMPTION OF CAPACITY ASSURANCE RESPONSIBILITIES AGREEMENT (this "Agreement") is made as of the ____ day of September, 2013, by and between the Lancaster County Solid Waste Management Authority ("LCSWMA"), and the County of Dauphin (the "County").

BACKGROUND

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 gave the County (a) primary responsibility for planning for municipal waste management within its boundaries and (b) the primary power to control the flow of municipal waste generated within its boundaries; and

WHEREAS, pursuant to Act 101, the County implements and administers a County-wide Municipal Waste Management Plan (as revised, the "County Plan"); and

WHEREAS, the County Plan directs all Municipal Waste subject to the flow control of County ("Regulated Waste") to certain disposal facilities pursuant to the County's Municipal Waste Management Ordinance; and

WHEREAS, in January 2002, the County began preparation of a plan revision to consolidate prior revisions to the County Plan in one comprehensive planning document and identify its efforts to reach the goal of a 35% recycling rate by January 2003 using current waste generation calculations and demographic information (the "2002 Plan Revision"); and

WHEREAS, during the revision process, the County found that for many of the prior years, a majority of the waste generated for disposal in the County was being processed and disposed using municipal waste combustion capacity; and

WHEREAS, in November 2002, a draft Plan Revision was submitted to all municipalities in the County for review and comment and the County received several responses approving the draft Plan Revision, but requested that the County take additional efforts to control escalating transportation and disposal costs and, at the same time, continue its efforts to halt the proliferation of landfills in the County and beyond; and

WHEREAS, in response to those municipal comments, on December 17, 2002, the County approved the 2002 Plan Revision and directed its staff to investigate whether the County could enter into a long-term contract for Municipal Waste Combustion capacity to the County; and

WHEREAS, the County found the benefits to long-term Municipal Waste Combustion capacity include, among other reasons:

1. Assured Municipal Waste Combustion capacity would eliminate the County's dependence on new or expanded landfills for the disposal of waste, including the need for expansion of landfills in the County;

2. Historically, up to 70% of the County's Municipal Waste has been processed and disposed through Municipal Waste Combustion;

3. Use of Municipal Waste Combustion would reduce the amount of waste by up to 90% in volume and 75% in weight;

4. Since Municipal Waste Combustion facilities have the ability to provide long-term disposal capacity, the County could assure stable, long-term prices for the processing and disposal of waste;

5. Municipal Waste Combustion produces significant amounts of renewable energy in the form of electricity and steam and, pursuant to the Clean Air Act amendments, it is one of the cleanest sources of power in the world;

6. Municipal Waste Combustion could increase recycling rates in the County through front and back-end processing, and could offer the possibility of sludge, tire and residual waste disposal;

7. On average, recycling in communities with Municipal Waste Combustion facilities is 5% higher than communities that use other technologies;

As recognized by the General Assembly in Act 90 of 2002, the ash residue from 8.

8. Municipal Waste Combustion is safe for landfilling and, in fact, is being used more frequently for daily and final cover in landfills, and as aggregate in road base materials and building construction;

9. Use of Municipal Waste Combustion would minimize environmental liability under CERCLA for the generators of the waste (County residents and businesses);

10. Municipal Waste Combustion destroys harmful pathogens and bacteria and avoids groundwater pollution and migration of methane gas beyond acceptable levels;

11. Municipal Waste Combustion facilities provide higher-paying, skilled jobs; and

12. Other counties in the mid-state, such as York and Lancaster Counties, have successfully adopted similar waste management plans and objectives; and

WHEREAS, in early May 2003, County staff confirmed the benefits of the use of Municipal Waste Combustion as a means of disposal of the County's Municipal Waste and that such capacity could be assured by the issuance of a request for proposals for such capacity; and

WHEREAS, County staff recommended that the County issue a request for proposals directed to Municipal Waste Combustion facilities in and outside Pennsylvania, inviting such facilities to bid and provide capacity assurance and long-term fixed disposal prices for all Regulated Municipal Waste and, thereafter, the County could select a Municipal Waste Combustion processing/disposal contractor and amend the Plan; and

WHEREAS, the Harrisburg Materials and Energy Resource Recovery Facility (the "Designated RMW Facility" or the "HRRF") has the capacity to process and/or dispose of all the County's Regulated Municipal Waste; and

WHEREAS, in 2003, the owner of the Designated RMW Facility submitted a proposal and agreed to process and/or dispose of all Regulated Municipal Waste for a minimum term of twenty-five (25) years at a long term fixed disposal price; and

WHEREAS, the County accepted the proposal and on September 16, 2003 entered into a Municipal Waste Combustion Processing/Disposal Agreement providing for disposal and processing of the Designated RMW Facility (the "2003 Agreement") to begin in 2006; and

WHEREAS, on July 17, 2004, the 2004 Non-Substantial Plan Revision of the Dauphin County Solid Waste Management Plan (the "2004 Plan"), including the 2003 Agreement was deemed approved by the Department of Environmental Protection of the Commonwealth of Pennsylvania; and

WHEREAS, on October 19, 2005, the Substantial 2005 Plan Revision of the Dauphin County Solid Waste Management Plan (the "2005 Plan") was approved by the Department of Environmental Protection of the Commonwealth of Pennsylvania; and

WHEREAS, the Designated RMW Facility needed and began a substantial renovation and retrofit in order to fulfill the 2003 Agreement; and

WHEREAS, under Section 10.2 of the 2005 Plan the County has the duty to "monitor assured capacity" for Regulated Waste processing and disposal at the Designated RMW Facility, and accordingly, the County monitored the efforts to renovate and retrofit the Designated RMW Facility; and

WHEREAS, severe problems developed in the renovation and retrofit of the Designated RMW Facility and the County provided a guarantee of a portion of the retrofit bonds issued to finance the completion of the retrofit to project; and

WHEREAS, the original retrofit contractor proved unable to complete the task for the agreed cost; however, the retrofit project was ultimately completed by another contractor at great additional cost; and

WHEREAS, the increased level of retrofit debt upon the Designated RMW Facility made it impossible for the Designated RMW Facility to provide capacity assurance and long term fixed disposal prices; and

WHEREAS, the City of Harrisburg and the County, as guarantors of the retrofit bonds, were left with obligations to repay unsupportable levels of debt upon the Designated RMW Facility, which caused enormous financial difficulties for the City of Harrisburg, and to a lesser extent the County; and

WHEREAS, the Receiver for the City of Harrisburg (the "Receiver") and The Harrisburg Authority ("THA") engaged in a lengthy fair, open and competitive process to engage in a transaction to allow the Designated RMW Facility to assure capacity at fixed disposal prices, such potential transaction not being limited to a change in ownership, but also considering other methods of obtaining capital, such as leases or operating agreements; and

WHEREAS, as a result of these actions, on February 2, 2012, the Receiver and THA issued a Request for Qualifications for a Strategic Transaction for the Designated RMW Facility; on March 5, 2012, five entities submitted Statements of Qualification; on March 20, 2012, four of the five were deemed qualified to respond; and three of the four qualified respondents submitted proposals; and

WHEREAS, the County closely monitored the proposal process; and

WHEREAS, the result of that process was the determination by the County, THA and the Receiver that a public entity within Pennsylvania could best pay a price approaching the replacement value of the Designated RMW Facility and that LCSWMA, an experienced and financially strong adjacent solid waste authority, was the best choice to provide maximum benefit to the City of Harrisburg and Dauphin County and obtain a fair sale price for the Designated RMW Facility, and accordingly the proposal of LCSWMA was selected; and

WHEREAS, the Recovery Plan of the Receiver will provide for THA to sell to LCSWMA the Designated RMW Facility free of all existing debt; and

WHEREAS, after the purchase by LCSWMA, Dauphin County will continue to direct all Regulated Municipal Waste to the Designated RMW Facility under Dauphin County's Municipal Waste Management Ordinance; 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 the county's responsibilities under Act 101 for municipal waste planning and implementation of the approved county plan; and

WHEREAS, LCSWMA was established for the purpose of providing, and in the past has provided, the specialized knowledge, technical competence and administrative expertise for the effective, efficient, reliable and environmentally safe processing, combustion and disposal of Municipal Waste;

WHEREAS, the County has prepared (as a nonsubstantial revision to the 2005 Plan) the Dauphin County Municipal Waste Management Plan of 2013 (the "2013 Plan"); and

WHEREAS, the 2013 Plan provides that LCSWMA will assume and fulfill all of the County's rights, duties and obligations under Act 101 to "insure the availability of adequate permitted processing and disposal capacity for the municipal waste which is generated within its' boundaries" as required by Section 303(a) of Act 101; and

WHEREAS, the 2013 Plan will be effected and carried forth by (a) adopting the amended Dauphin County Municipal Waste Management Ordinance ("Amended Municipal Waste Management Ordinance") and (b) entering into this Delegation and Assumption of Capacity Assurance Responsibilities Agreement with LCSWMA; and

WHEREAS, the County will adopt and approve the Amended County Municipal Waste Management Ordinance approving the 2013 Plan (the "Ordinance");

NOW, THEREFORE, the County and LCSWMA, intending this to be a sealed instrument which is legally binding upon themselves and their respective successors and assigns, agree as follows:

Section 1. Definitions.

(a) "Act 101". The Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101, as now or hereafter amended.

(b) "Amended Municipal Waste Management Ordinance" or "Ordinance" shall mean the ordinance to be amended by the County substantially in the form attached as Exhibit A to this Agreement.

(c) "Acquisition Date". The date LCSWMA purchases the Designated RMW Facility from THA.

(d) "County". The County of Dauphin, Pennsylvania.

(e) "Designated RMW Facility". The mass burn, waste processing, steam and electric generation and ash disposal facility and solid waste transfer station located in the City of Harrisburg and Township of Swatara, County of Dauphin, Commonwealth of Pennsylvania, with an address of 1670 South 19th Street, known as the Harrisburg Materials and Energy Resource Recovery Facility, and which will be known under LCSWMA ownership as the Susquehanna Resource Management Complex.

(f) "LCSWMA". The Lancaster County Solid Waste Management Authority, a municipal authority organized and existing under the Municipality Authorities Act of 1945, as amended.

(g) "Municipality". A municipality within the County.

(h) "2013 Plan". The 2013 Dauphin County Municipal Waste Management Plan, as now or hereafter amended.

(i) "Recycling". The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be

disposed or processed as municipal waste 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.

(j) "Regulated C&D Waste". Construction and demolition waste not suitable for processing in a mass burn facility.

(k) "Regulated Waste". Regulated Municipal Waste and Regulated C&D Waste.

(l) "Regulated Municipal Waste". Any solid waste generated or collected within the County 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 under Act 97 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 C & D Waste.

(m) "Source Separated Recyclable Materials". Materials that (i) are separated from Regulated Waste at the point of origin in accordance with the 2013 Plan and (ii) are recycled.

(n) "SRMC Rules and Regulations". The rules and regulations adopted and revised from time to time by LCSWMA regarding acceptance of Regulated Waste to the Designated RMW Facility and related matters.

(o) "LCSWMA System". The municipal waste processing, combustion and disposal system, and every aspect thereof, owned or operated by or on behalf of

LCSWMA in implementation of the 2013 Plan, including without limitation, equipment, transfer stations, resource recovery facilities, landfills and the like.

Section 2. County Agreement to Adopt 2013 Plan.

(a) The County shall adopt the 2013 Plan. Under Section 502(h) of Act 101, the 2013 Plan will identify LCSWMA as the governmental entity responsible to insure the availability of adequate permitted processing and disposal capacity for Regulated Municipal Waste as required by Act 101, Section 303(a).

(b) During the term of this Agreement the County will not amend, revise, repeal, change or otherwise alter the 2013 Plan with respect to matters delegated to LCSWMA under this Agreement without the prior written consent of LCSWMA.

Section 3. County and LCSWMA Agreement Concerning Approval of 2013 Plan. The County and LCSWMA shall use their best efforts to obtain approval of the 2013 Plan by the Department of Environmental Protection of the Commonwealth of Pennsylvania.

Section 4. County Agreement to Amend, Maintain and Enforce Ordinance.

(a) The County shall amend the existing Dauphin County Municipal Waste Management Ordinance, substantially in accordance with Exhibit A to this Agreement, which Ordinance shall provide that all Regulated Municipal Waste is to be delivered to the Designated RMW Facility and that LCSWMA is authorized to issue SRMC Rules and Regulations concerning acceptance of Regulated Municipal Waste and related matters.

(b) During the term of this Agreement, the County shall not amend, revise, repeal, change or otherwise alter the Amended Municipal Waste Management Ordinance

with respect to matters delegated to LCSWMA under this Agreement without the prior written consent of LCSWMA.

(c) During the term of this Agreement, the County shall enforce the Amended Municipal Waste Management Ordinance on behalf of itself and on behalf of LCSWMA.

Section 5. Delegation of Powers and Duties and Assumption of Responsibility by LCSWMA. Beginning on the Acquisition Date:

(a) The County hereby delegates to LCSWMA all rights, duties and obligations of the County under Act 101 to insure the availability of adequate permitted processing and disposal capacity for Regulated Municipal Waste as required by Act 101, Section 303(a), and for implementation of the 2013 Plan with respect to insuring the availability of adequate permitted processing and disposal capacity for Regulated Municipal Waste.

(b) LCSWMA hereby assumes and agrees to fulfill and carry forth all of the County's rights, duties and obligations under Act 101 to insure the availability of adequate permitted processing and disposal capacity for Regulated Municipal Waste as required by Act 101, Section 303(a), and for implementation of the 2013 Plan with respect to insuring the availability of adequate permitted processing and disposal capacity for Regulated Municipal Waste.

(c) In connection with LCSWMA's obligations under this Agreement:

(i) LCSWMA shall take all such actions and shall exercise all such powers as are necessary or appropriate to acquire, own, operate and manage the Designated RMW Facility as contemplated and required under the Amended Municipal Waste Management Ordinance and the 2013 Plan.

(ii) LCSWMA shall, from time to time, establish and charge such fees as shall be reasonable and adequate to ensure the safe, reliable, efficient, and effective acquisition, financing, operation and management of the LCSWMA System, not to exceed the fees to which the County agrees in writing.

(iii) Other than the specific delegation set forth above, the County will retain full rights and responsibilities for municipal waste management, planning and reporting, and implementing the County Plan, including but not limited to all responsibilities concerning Recycling, Source Separated Recyclable Materials and Regulated C & D Waste.

Section 6. Additional Covenants.

(a) The County and LCSWMA shall in good faith during the term of this Agreement take all such actions as may be necessary or appropriate to carry out the purposes of this Agreement.

(b) The County and LCSWMA shall enter into a Cooperation Agreement (the "Cooperation Agreement") to assist LCSWMA's financing of the acquisition of Designated RMW Facility and to grant the County the option to acquire the Designated RMW Facility from LCSWMA under certain circumstances.

(c) LCSWMA and the County shall use their best efforts to cause the acquisition of the Designated RMW Facility by LCSWMA, but if such acquisition does not occur by December 31, 2013, then this Agreement shall be null and void.

(d) If and to the extent that LCSWMA is determined by a court of competent jurisdiction not to be authorized to carry out any function or duty required by this Agreement, the responsibility to perform such function or duty shall devolve upon the County.

Section 7. Representations and Warranties. The County and LCSWMA represent and warrant that:

(a) Each has all requisite power and authority to enter into this Agreement, to engage in the transactions contemplated by this Agreement and to perform their respective obligations under this Agreement in accordance with the terms of this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action, and the undersigned officers of the County and LCSWMA have been empowered by all necessary action to execute and to deliver this Agreement.

(c) This Agreement constitutes a valid obligation, legally binding upon the County and LCSWMA and enforceable against them in accordance with the terms of this Agreement and in the manner in which valid contractual obligations are enforced generally.

Section 8. Term. This Agreement shall be for a term (a) beginning on the earlier of the date of approval of the 2013 Plan, or the date the 2013 Plan is deemed to be approved, by the Pennsylvania Department of Environmental Protection and (b) ending on December 31, 2033, unless extended pursuant to the Cooperation Agreement.

Section 9. Assignability. LCSWMA or the County may assign or pledge this Agreement in relation to the financing of the LCSWMA System, but no other assignment of this Agreement shall be authorized or permitted without the prior written consent of the non-assigning party.

Section 10. Waiver Not to Be Construed. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition of the Agreement. Failure of either party to insist in any one or more instances upon strict performance of any of the terms, covenants, agreements or conditions of this Agreement shall not be considered a waiver or relinquishment of any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

Section 11. Amendments. This Agreement shall not be modified or amended except by written instrument duly executed on behalf of the County and LCSWMA.

Section 12. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remainder of this Agreement; and this Agreement shall be construed and enforced consistent with its express purposes as if such invalid or unenforceable provision had not been contained in this Agreement.

Section 13. Duplicate Originals. This Agreement may be executed in counterparts, each of which shall be regarded for all purposes as a duplicate original.

Section 14. Indemnification. The County shall protect, indemnify and hold LCSWMA harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, expenses, suits, or attorneys fees and shall defend LCSWMA in any suit, including appeals, arising out of events or activities occurring in connection with this Agreement and which are caused by acts or omissions of the County. LCSWMA shall protect, indemnify and hold the County harmless from and against liabilities, actions, damages, claims, demands, judgments, losses, expenses, suits or attorneys fees and shall defend the County in any suit arising out of events or activities occurring in connection with this Agreement and which are

caused by acts or omissions of LCSWMA. These indemnification provisions are for the protection of the parties only and shall not establish any rights or liabilities in any other persons.

Section 15. Notices. All notices required under this Agreement shall be in writing and sent by certified or registered mail return receipt requested addressed as follows:

If to the County, to:

Dauphin County Board of Commissioners
County Administrative Building
2 South Second Street
Harrisburg, PA 17101

with copies to:

Dauphin County Solicitor
County Administrative Building
2 South Second Street
Harrisburg,, PA 17101 and

If to LCSWMA, to:

Lancaster County Solid Waste Management Authority
1299 Harrisburg Pike
Lancaster, PA 17603

With copies to:

Alexander Henderson, III
Hartman Underhill & Brubaker, LLC
221 East Chestnut Street
Lancaster, PA 17602

IN WITNESS WHEREOF, the County and LCSWMA have duly executed and delivered this Agreement.

COUNTY OF DAUPHIN

By:_____
, Chairman

Dated:_____

By:_____

By:_____

Attest:

_____
Chief Clerk

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

Dated: _____

By: _____
,Chairman

Attest:_____
,Secretary

Exhibit "B"

Redevelopment Assistance Capital Program Grant Cooperation Agreement among the County of Dauphin, the Lancaster County Solid Waste Management Authority, and the of Office of the Budget of the Commonwealth of Pennsylvania

RACP COOPERATION AGREEMENT BETWEEN
THE COUNTY OF DAUPHIN, PENNSYLVANIA AND
THE LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

THIS RACP COOPERATION AGREEMENT (this "Cooperation Agreement"), entered into as of the ____ day of August, 2013, between the County of Dauphin, a third class county of the Commonwealth of Pennsylvania (the "County") and the Lancaster County Solid Waste Management Authority, a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act (the "Authority") concerning their respective obligations to the Commonwealth of Pennsylvania (the "Commonwealth") and each other with respect to a Redevelopment Assistance Capital Program grant.

WITNESSETH:

WHEREAS, the Authority and the County desire that the Authority acquire and improve an existing mass burn, waste processing, steam and electric generation and ash disposal and solid waste transfer station facility situated at 1670 South 19th Street, City of Harrisburg and Township of Swatara (the "Project"), at an estimated cost of One Hundred and Thirty-Eight Million Dollars $138,000,000); and

WHEREAS, the Project has heretofore has received an allocation of funds in the Commonwealth capital budget under the Commonwealth's Redevelopment Assistance Capital Program (the "RAC Program") for funding (the "Grant") in the aggregate amount or Eight Million Dollars ($8,000,000) to be applied for and toward a portion of the costs of the Project; and

WHEREAS, the County desires to be the applicant, and the Authority desires to be the sub-applicant, in submitting the RAC Program application for the Grant; and

WHEREAS, the County desires to be the grantee and the Authority desires to be the sub-grantee and the administrative agency for the Grant under and pursuant to a Grant agreement (the "Grant Agreement") by and between the County and the Commonwealth, acting by and through the Office of the Budget; and

WHEREAS, the Grant Agreement will set forth the conditions under which the Commonwealth agrees to make the Grant available to the County and the Authority as grantee and sub-grantee respectively, toward costs and expenses with respect to the Project eligible to be funded under the RAC Program, including, *inter alia*, the condition that the Authority shall enter into a cooperation agreement with a local taxing entity that authorizes the Project and obligates the local taxing entity to reimburse the Commonwealth for the Commonwealth's share of any expenditures with respect to the Project determined by the Commonwealth to be ineligible costs under the RAC Program; and

WHEREAS, the County qualifies as a local taxing entity, within the meaning of the Grant Agreement; and

WHEREAS, the Authority has requested the County to undertake the reimbursement obligation required by the Grant Agreement in order to support the Project.

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the County and the Authority as a result of the Grant, the parties, intending to be legally bound, do covenant and agree for themselves, their respective successors and assignees, as follows:

1. This Agreement shall commence upon the date of execution by the last signatory and shall end at such time as all conditions of the Grant have been satisfied.

2. The County confirms its support for the Project and approval for the Authority to participate as sub-applicant and sub-grantee with respect to the Project Grant Application, Grant Agreement and Grant.

3. The Authority shall prepare an appropriate Project business plan and application ("Application") for the RAC Program at the Authority's sole cost and expense. The County shall execute the Application as applicant and the Authority shall execute the Application as sub-applicant.

4. The Grant Agreement for the Project shall be executed by the County as grantee and by the Authority as sub-grantee.

5. The Authority shall administer the Grant, and be responsible for RAC Program oversight and compliance, as required by the RAC Program guidelines and the Grant Agreement, on behalf of the County.

6. The Authority shall provide the County with any necessary information to facilitate compliance with all Program and Grant requirements as contained in the RAC Program guidelines and the Grant Agreement.

7. Upon request by the Authority, the County shall requisition the Commonwealth for disbursements of the Grant in accordance with the Commonwealth's approved disbursement schedule. Supporting invoice documentation shall be provided by the Authority to the County, to evidence eligible Project costs authorized by the Commonwealth.

8. Upon receipt of disbursements from the Commonwealth, the County shall make disbursements of the Grant to the Authority, in compliance with the terms of the Grant and in accordance with this Agreement.

9. The County shall reimburse the Commonwealth for expenditures disbursed to the Authority that are ineligible for funding under the Grant.

10. The Authority shall reimburse the County for any amounts which the County pays over to the Commonwealth pursuant to the immediately preceding paragraph 9.

11. In addition to the reimbursement obligations of the immediately preceding paragraph 10, the Authority shall protect, indemnify and save harmless the County from any and all suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including but not limited to reasonable attorney's fees and costs in connection in defense of suits, actions, claims and demands, incurred by or asserted or imposed against the County or its Commissioners,

officers, employees and agents, which arise out of the Authority's administration of, or involvement in, the Grant Agreement or Grant, or its involvement in the Project.

12. This Agreement shall be binding upon and inure to the benefit of the County and the Authority, and their respective successors and assigns, and the Commonwealth shall be deemed to be a third party beneficiary under this Cooperation Agreement.

13. This Agreement constitutes the full and complete understanding and agreement of the parties with respect to the Project Grant Agreement, including the incorporation of all requirements and the express terms of the Grant Agreement, to be attached to this Agreement as Exhibit "A" when issued.

14. If any provision of this Cooperation Agreement shall be held to be invalid, such invalidity shall not affect any other provision of this Cooperation Agreement, and the remaining provisions of this Cooperation Agreement shall be construed and enforced as if such invalid provision had not been contained in this Cooperation Agreement. The laws of the Commonwealth shall govern construction of this Cooperation Agreement.

15. This Cooperation Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties to this Cooperation Agreement have set their hands and seals to this Cooperation Agreement between the County of Dauphin and the Lancaster County Solid Waste Management Authority as of the date and year first above written.

COUNTY OF DAUPHIN,
Pennsylvania

Attest:

By: _____
Chairman, Board of Commissioners

_____
Chief Clerk

By: _____
Vice Chairman Board of Commissioners

(SEAL)

By: _____
Secretary, Board of Commissioners

LANCASTER COUNTY SOLID WASTE
MANAGEMENT AUTHORITY

Attest:

_____
Secretary

By: _____
Chairman

(SEAL)

EXHIBIT K

Restated City Disposal Agreement

[Attached]

ASSIGNMENT, AMENDMENT AND RESTATEMENT OF MUNICIPAL WASTE DISPOSAL AGREEMENT

Between

CITY OF HARRISBURG

and

LANCASTER COUNTY
SOLID WASTE MANAGEMENT AUTHORITY

Dated as of August __, 2013

TABLE OF CONTENTS

ARTICLE I TERM 2
Section 1.01 Commencement Date. 2
Section 1.02 Termination before Commencement. 2
Section 1.03 Termination after Commencement. 2
Section 1.04 Termination Fee. 3
Section 1.05 Extension of Term. 3

ARTICLE II CONDITIONS PRECEDENT 3
Section 2.01 General. 3
Section 2.02 Conditions to City Obligations. 3
Section 2.03 Conditions to LCSWMA Obligations. 4
Section 2.04 Satisfaction of Conditions Precedent. 5

ARTICLE III DELIVERY AND DISPOSAL OF REGULATED MUNICIPAL WASTE 5
Section 3.01 Overall Responsibilities. 5
Section 3.02 Receiving Time. 6
Section 3.03 Weighing of City Regulated Municipal Waste; Weigh Scale Records. 6
Section 3.04 Haulers. So that LCSWMA can comply with the preceding Section of this Agreement: 7
Section 3.05 Delivery of Waste. 8
Section 3.06 Hazardous Waste and Unacceptable Waste. 8
Section 3.07 Residual Waste, Municipal Waste Sludge and Special Handling Municipal Waste. 8

ARTICLE IV TIPPING FEE 8
Section 4.01 Tipping Fees. 8
Section 4.02 Host Fee. 9
Section 4.03 Billing and Payments. 9
Section 4.04 Shortfall Fee; Security for Payment; Tipping Fee Rebate. 9

ARTICLE V ADDITONAL CITY OBLIGATIONS 10
Section 5.01 City Approvals. 10
Section 5.02 Removal of City Property. 11
Section 5.03 Steam Lines. 11
Section 5.04 Water and Sewer. 11
Section 5.05 Cooperation. 12

ARTICLE VI INDEMNIFICATION 12
Section 6.01 Indemnification by LCSWMA. 12
Section 6.02 Indemnification by the City. 12

ARTICLE VII UNCONTROLLABLE CIRCUMSTANCES 13
Section 7.01 Excuse for Nonperformance. 13
Section 7.02 Mitigation. 13
Section 7.03 Notices. 13

Section 7.04 Adjustment to the Tipping Fee for Uncontrollable Circumstances. 13
Section 7.05 Arbitration. 13

ARTICLE VIII EVENTS OF DEFAULT 13
Section 8.01 Events of Default by LCSWMA. 13
Section 8.02 Events of Default by the City. 14

ARTICLE IX REMEDIES 14
Section 9.01 Remedies of the City. 14
Section 9.02 Remedies of LCSWMA. 15
Section 9.03 Manner of Termination Payment. 15

ARTICLE X DISPUTE RESOLUTION 16
Section 10.01 Scope. 16
Section 10.02 Resolution. 16

ARTICLE XI DEFINITIONS 16
Section 11.01 Definitions. 16
Section 11.02 Terms Generally. 23
Section 11.03 Notices Generally. 23

ARTICLE XII MISCELLANEOUS 24
Section 12.01 Representations of the City. 24
Section 12.02 Representations of LCSWMA. 24
Section 12.03 Interest on Payments. 25
Section 12.04 Compliance with Laws. 25
Section 12.05 Assignment. 25
Section 12.06 Notices. 25
Section 12.07 Relationship of the Parties. 26
Section 12.08 Waiver. 26
Section 12.09 Section Captions; References. 27
Section 12.10 Severability. 27
Section 12.11 Amendment. 27
Section 12.12 Agreement Governed by Commonwealth Law. 27
Section 12.13 No Other Agreements. 27
Section 12.14 Successors and Assigns. 27
Section 12.15 Execution of Documents. 27

SCHEDULE I -- TIPPING FEE SCHEDULE 29

ASSIGNMENT, AMENDMENT AND RESTATEMENT OF MUNICIPAL WASTE DISPOSAL AGREEMENT

THIS ASSIGNMENT, AMENDMENT, AND RESTATEMENT OF MUNICIPAL WASTE DISPOSAL AGREEMENT (this "Agreement") is made and entered into as of the ___ day of August, 2013, by and between the City of Harrisburg (the "City"), a Third Class City of the Commonwealth of Pennsylvania, and the Lancaster County Solid Waste Management Authority ("LCSWMA"), a municipal authority incorporated under the Authorities Act.

Background. The Harrisburg Materials Energy and Resource Recovery Facility (the "HMERRF" or "SRMC") is a solid waste acceptance, transfer and processing, steam and electric generation and ash disposal facility located at 1670 South 19th Street, Harrisburg, Pennsylvania, in the City of Harrisburg and Township of Swatara. The HMERRF was originally constructed, owned and operated by the City. The City sold the HMERRF to The Harrisburg Authority ("THA"), a municipal authority incorporated by the City under Authorities Act. THA owns the HMERRF as well as a sewer and water system serving the City and surrounding municipalities. THA is in financial distress due in part to high levels of debt upon the HMERRF (the "HMERRF Debt"). Most of the HMERRF Debt has been guaranteed by the City. In part due to the HMERFF Debt, a Receiver for the City (the "Receiver") has been appointed and is in the process of obtaining Court approval of a recovery plan for the City (the "Recovery Plan").

The HMERRF provides waste processing and disposal services to the City and others. On December 1, 1993, the City entered into a Municipal Solid Waste Disposal Agreement with THA, which was subsequently amended on June 4, 2003 to extend the term to 2036 and amended again on January 1, 2007 (as amended, the "THA Agreement"). The current City Regulated Municipal Waste Tipping Fee under the THA Agreement is Two Hundred Dollars ($200.00) per Ton.

In order to provide efficient and effective municipal solid waste disposal services for the residents and businesses of the City, the HMERRF should be acquired and operated by LCSWMA (the "Acquisition"). The Acquisition and the other actions contemplated by the Recovery Plan will greatly contribute to the retirement in HMERRF Debt in excess of Three Hundred and Thirty Million Dollars ($330,000,000) and to the return of the City to a sound financial footing.

In order for the Acquisition to generate a purchase price to THA sufficient to retire a significant portion of the HMERRF Debt and enable a successful Recovery Plan, it is necessary for, among other things, all certain solid waste generated within the City to be delivered, processed and disposed by LCSWMA under the long term rates as set forth in this Agreement. Without long term contracts the HMERRF has a very limited value. LCSWMA would not close under the Asset Purchase Agreement with THA at the Acquisition price stated in the Asset Purchase Agreement without the City's execution of this Agreement. Upon Acquisition, the HMERRF will be known as the Susquehanna Resource Management Complex.

Upon the Commencement Date, THA will assign the THA Agreement to LCSWMA, this Agreement will be an Amended and Restated THA Agreement, and THA will have no further responsibility under the THA Agreement. The City will collect, directly or indirectly, all City

Regulated Municipal Waste and arrange for its delivery to the SRMC. At present, the City collects certain City Regulated Municipal Waste and certain commercial City Regulated Municipal Waste is collected by private haulers under contract with the generators. The City has issued a request for proposals for a contract (a "Collection Contract") with a private Hauler or Haulers to collect and deliver to the R certain residential City Regulated Municipal Waste on behalf of the City. At this time, it is not known whether or not the City will enter into a Collection Contract or whether the City will continue to collect residential City Regulated Municipal Waste with the City's own forces.

This Agreement is intended to set forth the terms and conditions under which under which the SRMC will continue to accept, process and dispose of all City Regulated Municipal Waste delivered to the SRMC and under which the City, or its designated agent, will pay to LCSWMA certain Tipping Fees for City Regulated Waste delivered by the City and certain Shortfall Fees if receipts from City Regulated Municipal Waste fall below that which should be received by delivery of the Base Tonnage.

Capitalized terms used in this Agreement shall be defined as set forth in Article XI of this Agreement.

NOW, THEREFORE, with the foregoing background incorporated by reference and in consideration of the mutual obligations undertaken in this Agreement, and in consideration of LCSWMA entering into the Asset Purchase Agreement, the City and LCSWMA agree as follows:

ARTICLE I
TERM

Section 1.01 Commencement Date. Delivery and acceptance of waste under this Agreement shall commence on the date LCSWMA closes upon the Acquisition (the "Commencement Date"), which is expected to be on or about October 16, 2013, and shall continue until the twentieth (20th) anniversary of the Commencement Date (the "End Date") unless terminated early pursuant to this Agreement. If the conditions precedent set forth in Article II are not met on or before October 16, 2013, and neither party has terminated this Agreement pursuant to Section 1.03, the Commencement Date shall be the date LCSWMA closes upon the Acquisition.

Section 1.02 Termination before Commencement. If the Acquisition and the Commencement Date have not occurred on or before December 31, 2013, then, if all of the conditions precedent set forth in the following Article II are not satisfied or are not waived by the Party whose obligations are conditioned thereon, then either Party may, by notice in writing to the other Party, terminate this Agreement as of the date of such notice. Nothing in this Section 1.02 shall be deemed to relieve the Parties of their obligations pursuant to Article II, including but not limited to Section 2.04(b).

Section 1.03 Termination after Commencement. On and after the Acquisition and the Commencement Date, the City may terminate this Agreement at any time upon one hundred and

eighty (180) days prior written notice to LCSWMA, provided that the notice of termination is accompanied by the Termination Fee.

Section 1.04 Termination Fee. In consideration of LCSWMA entering into the Asset Purchase Agreement and completing the Acquisition, in the event that, after the Commencement Date, this Agreement terminates for any reason other than by written notice of termination without cause by LCSWMA, or by termination by the City under Article IX by written notice after an uncured Event of Default of LCSWMA, then, in such event, the City shall pay, on or before earlier of the date the City gives notice of termination or the date of termination (the "Termination Date"), a dollar amount (the "Termination Fee") which is equal to the net present value, using a discount rate of three percent (3%), of a daily cash flow stream calculated as follows:

(95.9 for each day between the Termination Date and the End Date inclusive)

times

(the Tipping Fee in dollars applicable to such day minus $21.00).

Section 1.05 Extension of Term. As part of the Acquisition, in order to enable certain subordinated debt to be issued by LCSWMA to repay more of the SRMC Debt and allow the Recovery Plan to be implemented, the County may agree to extend Waste Flow Control beyond the End Date. If this Agreement is still in effect and the County extends Waste Flow Control of County Regulated Municipal Waste to the SRMC beyond the End Date, then this Agreement shall be extended for as long as such Waste Flow Control continues, up to a maximum of the tenth (10th) anniversary of the End Date. This Agreement may also be extended by mutual agreement of the parties. During any extended term after the End Date, the City Tipping Fee for City Regulated Municipal Waste shall be lowered to the same rate as the Tipping Fee for the remainder of County Regulated Municipal Waste, with no Tipping Fee Rebate.

ARTICLE II
CONDITIONS PRECEDENT

Section 2.01 General.

All rights, obligations and liabilities of the City and the LCSWMA under this Agreement on and after the Commencement Date shall be subject to the satisfaction of each of the respective conditions precedent set forth in Sections 2.02 and 2.03 on or before the Commencement Date.

Section 2.02 Conditions to City Obligations.

Unless waived by the City, the Commencement Date shall not occur unless each of the following conditions has been met to the City's satisfaction:

(a) LCSWMA shall have delivered to the City a certificate of an authorized officer of LCSWMA, dated as of the Commencement Date, to the effect that each of the representations of LCSWMA set forth in Section 12.02 are true and correct as if made on such

date, and an opinion of counsel to LCSWMA, in customary form and acceptable to the City, to the effect set forth in clauses (a) through (d) of Section 12.02;

(b) all applicable permits and licenses necessary for the disposal of Municipal Waste at the SRMC shall be in full force and effect;

(c) the Acquisition shall have closed and LCSWMA shall own the SRMC.

Section 2.03 Conditions to LCSWMA Obligations.

Unless waived by LCSWMA, the Commencement Date shall not occur unless each of the following conditions has been met to LCSWMA's satisfaction:

(a) the Receiver shall have approved this Agreement and the Recovery Plan shall have been approved by the Commonwealth Court, all appeal periods having expired;

(b) the Mayor of the City and a majority of the City Council shall have approved this Agreement by resolution or ordinance, and shall have adopted a resolution or ordinance which approves the Acquisition, this Agreement, and the appropriate approval of the sale of electricity generated by the SRMC in accordance with Section 5607(b)(3)(i) of the Authorities Act;

(c) each condition to closing under the Asset Purchase Agreement shall be been met or waived by LCSWMA;

(d) the Acquisition shall have closed and LCSWMA shall own the SRMC, provided that LCSWMA shall have no obligation to close the Acquisition unless all the terms and conditions of the Acquisition Agreement between LCSWMA and THA are met to LCSWMA's satisfaction;

(e) THA shall have assigned the THA Agreement to LCSMWA;

(f) the Deposit Account shall have been funded in accordance with this Agreement and the City shall have granted LCSWMA a pledge and first position security interest in the Parking Revenues;

(g) the City and the County shall have taken all necessary and appropriate steps to impose Waste Flow Control and the County Plan shall continue to require all County Regulated Municipal Waste to be delivered to the SRMC;

(h) the City shall have delivered to LCSWMA a certificate of the City, dated as of the Commencement Date, to the effect that each of the representations of the City set forth in Section 12.01 are true and correct as if made on such date, and an opinion of counsel to the City, in customary form, to the effect set forth in clauses (a) through (d) of Section 12.01;

(i) no action, suit, proceeding or official investigation shall have been commenced by any Person or federal, Commonwealth or local governmental authority or agency

other than LCSWMA in any federal, Commonwealth or local court, that seeks to enjoin, assess civil or criminal penalties against, assess civil damages against or obtain any judgment, order or consent decree with respect to the City or LCSWMA as a result of the City's participation or intended participation in any transaction contemplated by this Agreement if any such action, suit, proceeding or investigation would, if adversely determined, materially affect this Agreement, or the performance by the Parties of their respective obligations under this Agreement or the transactions contemplated by this Agreement; provided, however, that this paragraph (b) shall not apply to any action, suit, proceeding or official investigation the probable results of which will not in the opinion of counsel to the City materially adversely affect this Agreement, the performance by the City or LCSWMA of their obligations under this Agreement, or their participation or intended participation in any of the transactions contemplated by this Agreement;

(j) no change shall have occurred after the Contract Date in any applicable federal, Commonwealth or local law, or any applicable federal, Commonwealth or local rule, regulation or ordinance thereunder, or in the interpretation thereof by any applicable regulatory authority, that would make the execution or delivery by the City or LCSWMA of this Agreement, or would make compliance by the City or LCSWMA with the terms and conditions of this Agreement or the consummation by the City or LCSWMA of the transactions contemplated by this Agreement, a violation of such law, rule, regulation or ordinance; and

(k) LCSWMA shall have obtained the necessary federal, state and local permits or approvals necessary for the operation of the SRMC, and all applicable permits and licenses necessary for the processing and disposal of Municipal Waste at the SRMC, or, in the alternative, it shall be apparent that such permits, approvals and licenses will be issued in due course and LCSWMA and THA shall have entered into an operating agreement allowing LCSWMA to operate under THA's permits, approvals and licenses.

Section 2.04 Satisfaction of Conditions Precedent.

(a) The Parties shall exercise good faith and due diligence in satisfying the conditions precedent set forth in this Article II and each Party shall give prompt notice to the other Party when the foregoing conditions precedent to its obligation have been respectively satisfied or waived in writing by the Party whose obligation is conditioned thereon.

(b) Neither Party shall be relieved of its obligations under this Agreement by the failure to satisfy any condition precedent to the extent that the satisfaction of such condition is within such Party's control.

(c) LCSWMA and the City shall each provide executed acknowledgment to the other Party that the conditions precedent to their respective obligations under this Agreement have been met immediately upon the satisfaction or waiver of such conditions precedent.

ARTICLE III
DELIVERY AND DISPOSAL OF REGULATED MUNICIPAL WASTE

Section 3.01 Overall Responsibilities. During the Term:

(a) LCSWMA shall accept City Regulated Municipal Waste in accordance with all the terms and provisions of this Agreement, including charging the Tipping Fee inclusive of the Host Fee as set forth in Article IV below.

(b) The City shall maintain and enforce Waste Flow Control that requires Haulers and all other Persons to deliver all City Regulated Municipal Waste to the SRMC. Any Collection Contract of the City shall require delivery of all City Regulated Municipal Waste to the SRMC and payment of the Tipping Fees.

(c) LCSWMA shall accept, transfer, process or dispose all City Regulated Municipal Waste delivered to the SRMC.

(d) The City will pay, or cause to be paid, the Tipping Fee set forth in Section 4.01 for City Regulated Municipal Waste in accordance with the terms of LCSWMA invoices, which shall provide for payment net thirty (30) days.

(e) LCSWMA shall obtain and maintain all necessary licenses and permits in order to enable it to perform its obligations under this Agreement.

(f) LCSWMA shall be responsible for transportation and disposal of incinerator ash generated by the SRMC.

Section 3.02 Receiving Time.

LCSWMA shall keep the SRMC open for receiving City Regulated Municipal Waste during the Receiving Time, excluding Legal Holidays. Subject to applicable Commonwealth regulations and any permit issued thereunder, LCSWMA may receive Municipal Waste at the SRMC at such additional times as LCSWMA and the Haulers or generators may agree. LCSWMA may, in LCSWMA's discretion, accept the delivery of Municipal Waste at times other than the Receiving Time.

Section 3.03 Weighing of City Regulated Municipal Waste; Weigh Scale Records.

(a) LCSWMA shall operate and maintain the weigh scales located at the SRMC for the purpose of determining the total Tons of City Regulated Municipal Waste delivered to the SRMC. Disputes with respect to the accuracy of weigh scale records shall be resolved pursuant to the provisions of Article X.

(b) Each vehicle delivering City Regulated Municipal Waste shall be weighed-in, and the weight and origin of all such City Regulated Municipal Waste and the identity of the Hauler delivering such City Regulated Municipal Waste shall be recorded and maintained by LCSWMA for purposes of the preparation of LCSWMA's invoices for disposal services. LCSWMA shall maintain a weight record containing the weight, date, time, any applicable permit number and vehicle identification of each vehicle entering and exiting the SRMC delivering City Regulated Municipal Waste. LCSWMA may determine the weight of such vehicles leaving the SRMC by either weighing-out such vehicles or by establishing and relying on a system of posted tare weight measurements with regard to such vehicles. To the extent that Unacceptable Waste is delivered to the SRMC by or on behalf of the City but is not

disposed of, LCSWMA may separately weigh such Unacceptable Waste leaving the SRMC and the Tons of such Unacceptable Waste shall not be credited to the total number of Tons of City Regulated Municipal Waste delivered by or on behalf of the City during any such month.

(c) LCSWMA shall cause the SRMC scales to be tested and recalibrated as often as may be required by Commonwealth law. The City shall have the right to review all test records and results. If all weighing facilities are incapacitated or are being tested, LCSWMA shall estimate the quantity of City Regulated Municipal Waste on the basis of daily truck volumes and estimated data obtained from historical information pertinent to the City and LCSWMA. These estimates shall take the place of actual weighing records during the scale outage.

Section 3.04 Haulers. So that LCSWMA can comply with the preceding Section of this Agreement:

(a) The City shall thirty (30) days before the Commencement Date provide LCSWMA with a list of all Haulers who will be delivering City Regulated Municipal Waste to the SRMC and a means of quickly and efficiently identifying and verifying such Haulers, as follows:

(i) If City Regulated Municipal Waste is collected by City employees in City vehicles, such employees and vehicles shall be identified to LCSWMA by the City.

(ii) If City Regulated Municipal Waste is collected by a private Hauler or Haulers pursuant to a contract with the City, such private Hauler employees and vehicles shall be identified to LCSWMA by the City.

(iii) If Persons other than City employees or contracted Haulers are entitled to collect and deliver to the SRMC City Regulated Municipal Waste (other than City Regulated Municipal Waste which has been generated within such Person's residential household) then those Persons shall and their vehicles shall also be identified to LCSWMA by the City.

(b) LCSWMA shall be entitled to require that all the Persons identified in the preceding Section 3.04(a) abide by the SRMC Rules and Regulations and agree to affix a clearly visible LCSWMA identifying placard to the applicable delivery vehicle.

(c) Upon the request of LCSWMA, the City shall take such action as may be appropriate to require all Persons delivering City Regulated Municipal Waste to the SRMC to comply with the SRMC Rules and Regulations. Such action may include appropriate provisions in any City collection contracts, instructions to City employees, and ordinances. The City shall provide LCSWMA with all requested information, including contracts, concerning City contracted Haulers and City employees engaged in delivering City Regulated Municipal Waste to the SRMC.

(d) The SRMC Rules and Regulations may regulate safety, routing of delivery vehicles, traffic control, inspection of delivery vehicles, and other matters. LCSWMA Rules and Regulations may require each Hauler vehicle delivering City Regulated Municipal Waste to have

its tare weight and, if applicable, LCSWMA identifying number conspicuously displayed on the exterior of the vehicle in a location designated by LCSWMA and reasonably visible to the operator of the scale house at the SRMC.

Section 3.05 Delivery of Waste.

(a) The SRMC Rules and Regulations may regulate all Persons delivering City Regulated Municipal Waste to the SRMC. The City shall provide any requested assistance to enforce the LCSWMA Rules and Regulations with respect to such Persons.

(b) LCSWMA reserves the right, after providing a Hauler with notice and a reasonable opportunity to correct improper performance, to eject a Hauler from, or refuse entry by a Hauler to, the SRMC, to reject deliveries and/or impose penalties and costs upon any Hauler for (i) failure to comply with all applicable rules, regulations and requirements, (ii) delivery of Unacceptable Waste or (iii) acting in any manner that could result in governmental enforcement action against LCSWMA or that endangers the health or safety of the public or LCSWMA's employees or citizens.

(c) With respect to the delivery of City Regulated Municipal Waste to the SRMC, the City and LCSWMA shall each cooperate with each other, and use their respective powers and authorities, to ensure compliance by Haulers with (i) the SRMC Rules and Regulations, and (ii) all applicable governmental rules, regulations and requirements.

(d) LCSWMA may reject deliveries of (i) truckloads composed primarily of Leaf Waste as that term is defined in the Act 101; (ii) solid waste other than Municipal Waste; and (iii) Municipal Waste delivered at other than the Receiving Time.

Section 3.06 Hazardous Waste and Unacceptable Waste.

The Parties shall mutually cooperate in connection with all matters regarding Hazardous Waste and Unacceptable Waste under this Agreement.

Section 3.07 Residual Waste, Municipal Waste Sludge and Special Handling Municipal Waste.

LCSWMA may, but is not required to, dispose of Residual Waste and/or Municipal Waste sludge and/or Special Handling Municipal Waste generated within the City.

ARTICLE IV
TIPPING FEE

Section 4.01 Tipping Fees.

(a) LCSWMA shall charge and the City, or its designated agent or Hauler, shall pay a Tipping Fee for City Regulated Municipal Waste in accordance with the Tipping Fee Schedule attached hereto as Schedule I. Notwithstanding that the City may designate an agent or Hauler to deliver City Regulated Municipal Waste and/or pay the applicable Tipping Fee, the City shall remain fully liable to pay all Tipping Fees and Shortfall Fees under this Agreement. In

addition to the Tipping Fees shown on Schedule I, LCSWMA may charge minimum access fees for small vehicles, fees for mixed loads, fees for delivery of unacceptable waste, fees for unloading assistance, fees for violations of the SRMC Rules and Regulations, and other fees charged generally to users of the SRMC under the SRMC Rules and Regulations. The City acknowledges and agrees that the Tipping Fees and processing and disposal services provided by LCSWMA under this Agreement are actual and necessary costs for necessary services for the operation of the City.

(b) The Tipping Fee is inclusive of all current governmental fees upon the processing and disposal of waste, including the Host Fee. The Tipping Fee shall be increased or decreased by the amount of any increases or decreases in such governmental fees due to Change in Law, other than the Host Fee.

Section 4.02 Host Fee.

LCSWMA shall collect and remit to the City a Host Fee of initially One Dollar ($1.00) per Ton of solid waste received at the SRMC. Beginning January 1, 2015, this Host Fee shall be adjusted annually on January 1 of each calendar year by multiplying the Host Fee used during the prior year times the then effective Consumer Price Index divided by the Consumer Price Index of the prior year. The Host Fee shall be paid by LCSWMA to the City on a quarterly basis. Each calendar year shall be divided into four equal three month quarters, and the Host Fee shall be paid within thirty (30) days after the end of each quarter.

Section 4.03 Billing and Payments.

LCSWMA or its representative or agent shall prepare and mail invoices to each Hauler subject to the Deposit Account for Tipping Fees charged during each month within ten (10) days of the end of such month. LCSWMA shall provide the City with a summary of such invoices which shall include: (i) the total Tons of City Regulated Municipal Waste delivered to the SRMC during each such month and (ii) the total receipts from Tipping Fees applicable to the preceding month.

Section 4.04 Shortfall Fee; Security for Payment; Tipping Fee Rebate.

(a) On January 1 of each calendar year, LCSWMA shall calculate the total Tons of City Regulated Municipal Waste received during the prior calendar year (each the "Annual Tonnage") and the total receipts for Tipping Fees during the prior calendar year. LCSWMA shall provide the City with a statement of the calendar year Annual Tonnage and receipts (the "Annual Statement") within thirty (30) days after each annual anniversary

(b) In the event that the Annual Tonnage for any calendar year is less than the minimum Thirty-Five Thousand (35,000) Tons required (the "Base Tonnage"), the City shall pay to LCSWMA a shortfall fee (the "Shortfall Fee"). The Shortfall Fee shall be calculated by taking the Base Tonnage, less the Annual Tonnage, multiplied by the then applicable Tipping Fee. The Shortfall Fee shall be due and payable from the City thirty (30) days after the rendering of the Annual Statement.

(c) In lieu of the payment of City Regulated Municipal Waste Tipping Fees at the time of delivery by City contracted Haulers or City employees, the following security shall be granted to LCSWMA.

(i) LCSWMA will create and maintain a segregated Deposit Account (the "Deposit Account"). The City shall ensure that at all times after the Commencement Date the Deposit Account contains a minimum balance of One Million Dollars ($1,000,000). In the event that any Tipping Fee invoice is not paid within thirty (30) days of the due date, or in the event that the City shall fail to pay the Shortfall Fee within thirty (30) days of the due date, LCSWMA is hereby authorized to withdraw from the Deposit Account any amount necessary to satisfy such Tipping Fee invoice and/or such Shortfall Fee. In such event, the City shall replace the amount withdrawn within thirty (30) days of notice. LCSWMA's exercise of its rights pursuant to this Section 4.04(c) shall not in any way limit LCSWMA's right to recover any additional amounts due from the City as a result of failure of the City or its agents to provide timely payment under this Agreement.

(ii) The City is receiving certain annual payments (the "Parking Revenues") as a result of transactions concerning the facilities of the Harrisburg Parking Authority. The City shall pledge and grant LCSWMA a continuing security interest in the Parking Revenues to secure the City's payment of Tipping Fees and the Termination Fee.

(d) In the event that the Annual Tonnage for any calendar year is greater than Thirty-Eight Thousand (38,000) Tons (the "Rebate Tonnage"), LCSWMA shall pay to the City a Tipping Fee rebate (the "Tipping Fee Rebate"). The Tipping Fee Rebate shall be calculated by taking the Annual Tonnage, less the Rebate Tonnage, times One Hundred Dollars ($100). The Tipping Fee Rebate shall be due and payable to the City thirty (30) days after the rendering of the Annual Statement.

(e) LCSWMA may set off against the Tipping Fee Rebate or the Host Fee any amounts due by the City to LCSWMA, with or without an Event of Default.

(f) For purposes of this Section 4.04, all calculations relating to any calendar year which is less than twelve (12) months because it is the first or last year of the term of this Agreement shall be prorated.

ARTICLE V
ADDITONAL CITY OBLIGATIONS

Section 5.01 City Approvals.

(a) Prior to execution of this Agreement, the Mayor of the City and a majority of the City Council shall approve this Agreement by resolution or ordinance.

(b) Promptly after execution of this Agreement, the Mayor of the City and a majority of the City Council shall adopt a resolution or ordinance which approves the Acquisition, the Asset Purchase Agreement and this Agreement.

(c) Promptly after execution of this Agreement, the Mayor of the City and a majority of the City Council shall adopt a resolution or ordinance which provides appropriate approval of the sale of electricity generated by the SRMC in accordance with Section 5607(b)(3)(i) of the Authorities Act.

(d) Promptly after execution of this Agreement, the City shall take any necessary and appropriate steps to impose Waste Flow Control and direct all City Regulated Municipal Waste generated within the boundaries of the City to the SRMC. The City acknowledges that the County Plan and the Dauphin County Municipal Waste Management Ordinance designate the SRMC as the delivery point until 2033 for all Regulated Municipal Waste generated within Dauphin County, including all Regulated Municipal Waste generated within the City, and agrees that the disposal of City Regulated Municipal Waste is governed by the County Plan and Dauphin County Municipal Waste Management Ordinance. The City acknowledges and agrees that LCSWMA may issue and enforce SRMC Rules and Regulations applicable to City Regulated Waste, Haulers, and the SRMC under the County Plan and the Dauphin County Municipal Waste Management Ordinance.

Section 5.02 Removal of City Property.

(a) The City shall remove all property of the City's Department of Public Works from the SRMC within six (6) months of the Commencement Date, including but not limited to equipment, supplies, inventory, and inoperable, discarded or waste materials.

(b) At the City's sole cost and expense, the City shall remove all other City property not purchased by LCSWMA as part of the SRMC, stored at the SRMC within thirty (30) days of the Commencement Date, including but not limited to, artifacts stored in the Drying and Dewatering Building.

(c) LCSWMA will pay the City One Hundred and Fifty Thousand Dollars ($150,000) if the removal pursuant to Section 5.02(a) and 5.02(b) above is completed in a manner reasonably satisfactory to LCSWMA (the "Removal") within six months (6) months of the Commencement Date. LCSWMA shall pay to the City an additional early moving bonus of One Hundred and Fifty Thousand Dollars ($150,000) if the Removal occurs within three months (3) months of the Commencement Date.

(d) The City shall commence Removal immediately upon the Commencement Date, shall coordinate Removal efforts with LCSWMA so as to avoid interference with LCSWMA's operation of, or damage to any part of, the SRMC, shall complete the Removal in a good and workman like manner, leaving all structures in broom clean condition and shall provide LCSWMA with written notice when the Removal is completed.

Section 5.03 Steam Lines. The City, THA or THA's successor shall take and maintain ownership of any portion of any steam lines connected to the SRMC that are located beyond the boundaries of tract upon which the SRMC is located.

Section 5.04 Water and Sewer. The City shall cause THA or THA's successor to provide to LCSWMA, for use at the SRMC, water, effluent water and sewer services as required by the Asset Purchase Agreement.

Section 5.05 Cooperation. The City will cooperate in good faith with LCSWMA to accomplish the requirements of this Agreement.

ARTICLE VI
INDEMNIFICATION

Section 6.01 Indemnification by LCSWMA.

LCSWMA shall protect, indemnify, and hold harmless the City and its respective officials, employees and agents, (the "City Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the City Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any Person or Persons, or for loss or damage to property arising out of (a) the acts or omissions of LCSWMA in the performance (or nonperformance) of LCSWMA's obligations under this Agreement, or (b) the acts or omissions, whether or not negligent, of LCSWMA in owning, operating or maintaining the SRMC during the term of this Agreement, or (c) the disposal by LCSWMA of the products of processing Regulated Municipal Waste. LCSWMA is not, however, required to protect, indemnify or hold harmless any City Indemnified Party for loss or claim resulting from performance (or nonperformance) of the City's obligations under this Agreement or the negligence or willful misconduct of any City Indemnified Party. LCSWMA's indemnity is for the exclusive benefit of City Indemnified Parties and in no event shall such indemnity inure to the benefit of any third Person. Notwithstanding the foregoing, nothing in this Section 6.01 shall require LCSWMA to indemnify any party with respect to environmental problems or liability with the SRMC prior to the Commencement Date.

Section 6.02 Indemnification by the City.

The City shall protect, indemnify, and hold harmless LCSWMA, its officers, directors and employees and their affiliates (including subsidiaries), and their respective officers, members, employees and agents (the "LCSWMA Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend LCSWMA Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any Person or Persons, or for loss or damage to property arising out of the acts or omissions of the City or Haulers in the performance (or nonperformance) of the City's obligations under this Agreement. The City is not, however, required to protect, indemnify or hold harmless any LCSWMA Indemnified Party for loss or claim resulting from performance (or nonperformance) of LCSWMA's obligations under this Agreement or the negligence or willful misconduct of any Contractor Indemnified Party. The City's indemnity is for the exclusive benefit of LCSWMA Indemnified Parties, and in no event shall such indemnity inure to the benefit of any third Person.

ARTICLE VII
UNCONTROLLABLE CIRCUMSTANCES

Section 7.01 Excuse for Nonperformance.

The failure of either Party to perform any obligation under this Agreement due to an Uncontrollable Circumstance shall not constitute a breach of any such obligation.

Section 7.02 Mitigation.

Each Party shall be obligated to take all reasonable steps to mitigate the adverse effect of any Uncontrollable Circumstance.

Section 7.03 Notices.

Each Party shall be obligated to provide prompt notice to the other Party of the occurrence of an Uncontrollable Circumstance and to specify the extent of the adverse effect of such event on the performance of such Party's obligations under the Agreement.

Section 7.04 Adjustment to the Tipping Fee for Uncontrollable Circumstances.

In the event that Uncontrollable Circumstances give rise to increased costs of operation or maintenance or requires capital investment in the SRMC, LCSWMA may increase the Tipping Fees by the amount of the increased costs upon notice to the City containing a detailed accounting and justification for a proposed Tipping Fee increase to compensate for the increased cost. Within thirty (30) days of receiving such notice, if the City disputes the Tipping Fee increase or the amount thereof, the dispute shall be resolved by good faith negotiations between the Parties. If no resolution has been reached after thirty (30) days of good faith negotiation between the Parties, either Party may elect to resolve such dispute pursuant to Section 7.05.

Section 7.05 Arbitration.

In the event the Party receiving notice of the occurrence of an Uncontrollable Circumstance shall dispute the claimed adverse effect, the dispute shall be resolved by arbitration pursuant to Article X.

ARTICLE VIII
EVENTS OF DEFAULT

Section 8.01 Events of Default by LCSWMA.

The following shall constitute Events of Default on the part of LCSWMA:

(a) The repeated failure or refusal by LCSWMA to fulfill all or any of LCSWMA's obligations under this Agreement;

(b) (i) LCSWMA's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement 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, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against LCSWMA under the laws of any jurisdiction, which proceeding has not been dismissed within thirty (30) days, or (iii) any action or answer by LCSWMA approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of LCSWMA which shall substantially interfere with LCSWMA's performance under this Agreement;

(c) The failure of LCSWMA to operate the SRMC for a continuous period of one hundred and eighty (180) days. Operation as a transfer station is sufficient.

Section 8.02 Events of Default by the City.

The following shall constitute Events of Default on the part of the City:

(a) The repeated failure or refusal by the City to fulfill all or any of its obligations under this Agreement, other than the obligation to pay money when due;

(b) (i) The City's being or becoming insolvent or bankrupt or ceasing to pay 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, or (ii) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the City under the laws of any jurisdiction, which proceeding has not been dismissed within thirty (30) days, or (iii) any action or answer by the City approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the City which shall substantially interfere with the City's performance under this Agreement; and

(c) The failure on the part of the City to pay all or any amounts owed to LCSWMA under this Agreement, within thirty (30) days following the date such amounts become due, or to make such other arrangements with LCSWMA as may be mutually agreed in writing.

ARTICLE IX
REMEDIES

Section 9.01 Remedies of the City.

(a) An Event of Default under Section 8.01(a) shall entitle the City to institute a legal proceeding seeking specific performance of this Agreement, and LCSWMA agrees that with respect to such action brought against LCSWMA by the City, that the award of damages at law is not an adequate remedy for an Event of Default under Section 8.01(a), nor the equivalent of the performance of LCSWMA's obligations under this Agreement.

(b) If, within a period of thirty (30) days after LCSWMA shall have received notice from the City that an Event of Default has occurred under Section 8.01, and LCSWMA has neither remedied, nor has commenced and continued to pursue with due diligence, a remedy for any such Event of Default, the City may terminate this Agreement upon thirty (30) days'

prior written notice to LCSWMA unless such Event of Default is cured within such thirty (30) day period, or such longer period as may be reasonably required.

(c) An Event of Default of the character described in Section 8.01(b) of this Agreement shall not require notice by the City as provided above, but shall terminate this Agreement forthwith.

(d) This Section 9.01 shall survive the termination of this Agreement.

Section 9.02 Remedies of LCSWMA.

(a) An Event of Default under Section 8.02(a) shall entitle LCSWMA to institute a legal proceeding seeking specific performance of this Agreement, and the City agrees that with respect to such actions brought against the City by LCSWMA, that the award of damages at law is not an adequate remedy for an Event of Default under Section 8.02(a) of this Agreement, or the equivalent of the performance of the City's obligations under this Agreement.

(b) If, within a period of thirty (30) days after the City shall have received notice from the City that an Event of Default has occurred under Section 8.02(c), and the City has neither remedied, nor has commenced and continued to pursue with due diligence, a remedy for any such Event of Default, nor has commenced an appropriate proceeding to dispute the existence of an Event of Default, LCSWMA may terminate the Agreement upon ten (10) days' prior written notice to the City unless such Event of Default is cured within such ten (10) day period, and in the event of failure to cure, case the Termination Fee shall be due.

(c) An Event of Default described in Section 8.02(b) of this Agreement shall not require notice by LCSWMA as provided above, but shall terminate this Agreement forthwith, in which case the Termination Fee shall be due.

(d) This Section 9.02 shall survive the termination of this Agreement.

Section 9.03 Manner of Termination Payment.

Within thirty (30) days following the termination or expiration of this Agreement for any reason, the Parties shall use best efforts to reconcile all amounts then due and payable to either Party under the terms of this Agreement, including but not limited to the obligation to pay the Termination Fee. The total amount of the net outstanding unpaid balance which either Party may owe the other, the City or LCSWMA as the case may be, shall, within sixty (60) days after termination or expiration of this Agreement, be paid by the applicable Party. This Section 9.03 shall survive the termination of this Agreement.

ARTICLE X
DISPUTE RESOLUTION

Section 10.01 Scope.

In the event any controversy, claim or dispute between LCSWMA and the City shall arise with respect to the provisions of this Agreement or the transactions contemplated by this Agreement, the City and LCSWMA shall resolve the dispute in accordance with this Article X.

Section 10.02 Resolution.

(a) The dispute shall be, unless otherwise agreed to by the parties, exclusively referred to, and finally determined by, arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by three (3) arbitrators. The appointment of the arbitrators shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The prevailing party shall be entitled to collect its arbitration costs, attorneys' fees, expert fees or any other costs arising from arbitration from the other party in accordance with the provisions permitting the award of the same under the Commercial Arbitration Rules of the American Arbitration Association. Any award of the arbitrators may be entered as a judgment in any court of competent jurisdiction.

(b) Nothing set forth in this Section 10.02 shall prevent the City and LCSWMA from settling any dispute by mutual agreement at any time.

ARTICLE XI
DEFINITIONS

Section 11.01 Definitions.

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

"Acquisition" is the acquisition of the SRMC by LCSWMA as set forth in the second Background paragraph of this Agreement.

"Act 101" means the Municipal Waste Planning, Recycling and Waste Reduction Act, Commonwealth Act of July 28, 1988, No. 101, 53 P.S. §§ 4000.101, *et seq.*, and as subsequently modified.

"Agreement" means this Municipal Solid Waste Disposal Agreement between the City and the LCSWMA, as amended, supplemented or extended.

"Annual Statement" is defined in Section 4.04(a).

"Annual Tonnage" is defined in Section 4.04(a).

"Asset Purchase Agreement" means the agreement between LCSWMA and THA under which the Acquisition of the SRMC is to occur.

"Authorities Act" means the Municipality Authorities Act of 1945 (Act of 1945, P.L. 382 No. 164).

"Base Tonnage" is defined in Section 4.04(b).

"Business Day" means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a Legal Holiday.

"C&D Waste" means all construction and/or demolition waste, except Hazardous Waste and Unacceptable Waste.

"Change in Law" means the occurrence after the Commencement Date of an event described in paragraph (a) below unless such event is excluded pursuant to paragraph (b) or paragraph (c) below.

(a) Change in Law means any of the following:

(i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; or

(ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; or

(iii) the imposition of any conditions on the renewal (or the suspension, termination, interruption, revocation, modification, denial or failure of renewal) of any governmental license, approval or permit necessary for the operation or maintenance of the SRMC as contemplated under this Agreement; or

(iv) the adoption, promulgation, modification or interpretation in writing by the governmental agency or unit having appropriate jurisdiction of a written guideline or policy statement of the governmental agency or unit having appropriate jurisdiction.

(b) Any event described in paragraph (a) above shall not be a Change in Law unless:

(i) the event changes the cost or ability of the Party relying thereon to carry out its obligations under this Agreement; and

(ii) the event affects the collection, transport, storage or disposal of Municipal Waste, or the operation or maintenance of the SRMC as contemplated under this Agreement, and

(iii) the event established requirements which are more burdensome than or in addition to:

(A) the most stringent requirements in effect on the Commencement Date; and

(B) any requirements (except requirements to comply with future laws, ordinances, codes, rules or regulations) contained in any existing governmental licenses, approvals or permits with respect to the SRMC.

(c) an event which would otherwise be a Change in Law pursuant to paragraph (a) and paragraph (b) above shall not be a Change in Law if:

(i) the event is caused by the fault of the Party relying thereon, or

(ii) the event is a change in federal, state, local or any other tax law, ordinance, code, rule or regulation or similar tax legislation, or by the Internal Revenue Service or the United States Treasury Department or other governmental agency in interpretation of existing tax laws and regulations promulgated or proposed with respect to existing federal, state, local or other tax laws, and does not discriminate against Persons who operate mass burn, resource recovery or Municipal Waste disposal facilities; or

(iii) the event is the failure to obtain a permit unless such failure is directly caused by one of the events set forth in paragraph (a)(i) or (a)(iii) above.

"City" means the City of Harrisburg, a duly established Third-Class City under the laws of the Commonwealth.

"City Indemnified Parties" is defined in Section 6.01.

"City Regulated Municipal Waste" means municipal waste generated within the City except C&D Waste, Residual Waste, Municipal Waste Sludge, or Special Handling Waste.

"Collection Contract" has the meaning set forth in the fifth background paragraph of this Agreement.

"Commencement Date" means the date established pursuant to the provisions of Article I.

"Commonwealth" means the Commonwealth of Pennsylvania and each of its appropriate administrative, contracting and regulatory agencies, departments, bureaus and offices.

"Consumer Price Index" shall have the meaning set forth in Schedule I.

"Contract Date" means the date of execution of this Agreement as set forth at the head of this Agreement.

"County" means the County of Dauphin, Commonwealth of Pennsylvania, and its Department of Sold Waste Management & Recycling.

"County Plan" means the Dauphin County 2013 Plan Revision to the Dauphin County Act 101 Municipal Waste Management Plan, as now or hereafter amended or revised.

"County Regulated Municipal Waste" means all Regulated Municipal Waste, including City Regulated Municipal Waste.

"Deposit Account" is defined in Section 4.04(c)(i).

"Designated Facility" means the SRMC.

"End Date" means the date set forth in Section 1.01

"EPA" means the United States Environmental Protection Agency or its successor.

"Event of Default" means any one or more of those events described in Sections 8.01 and 8.02 of this Agreement.

"Hauler" or "Haulers" means a Person or Persons transporting Regulated Municipal Waste to the SRMC other than Regulated Municipal Waste generated within such Person's own residential household.

"Hazardous Waste" means any material or substance which, as of the Commencement Date, and by reason of its composition or characteristics is (a) toxic or hazardous waste as defined in the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq.*, as amended, replaced or superseded, and the regulations thereunder, (b) material regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*, as amended, replaced or superseded, and the regulations thereunder, (c) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954, 42 U.S.C. §§ 2011 *et seq.*, as amended, replaced or superseded, and the regulations thereunder, or (d) material regulated as a Hazardous Waste by the Solid Waste Management Act 35 P.S. §§ 6018.101 *et seq.* If any governmental agency or unit having appropriate jurisdiction shall determine that substances which were not, as of the Commencement Date, considered harmful, toxic, or dangerous, are harmful, toxic or dangerous, are hazardous or harmful to health when disposed of at the SRMC, then any such substances or materials shall thereafter be Hazardous Waste for purposes of this Agreement as of the effective date of any such determination.

"HMERRF" or "SRMC" means the waste processing, transfer, disposal, recycling and/or energy recovery facilities of LCSWMA located at 1670 South 19th Street, Harrisburg, Pennsylvania 17104, as described in the first "Background" paragraph above. The term shall include the entire site including a transfer station, recycling drop-off facilities and ash landfill cells.

"HMERRF Debt" means all debt of THA applicable to the SRMC as described in the "Background" paragraph above.

"Host Fee" means the per Ton fee paid the SRMC under the County Plan for disposing of the County's Regulated Municipal Waste as set forth in Section 4.02 of this Agreement.

"LCSWMA" means the Lancaster County Solid Waste Management Authority or its successor.

"LCSWMA Indemnified Parties" is defined in Section 6.02.

"Legal Holiday" means Martin Luther King Day, Presidents Day, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day (and subsequent day), Christmas Day (and the previous or subsequent business day as designated) and New Year's Day or any other holiday as agreed to by the City under the terms and conditions of any applicable union collective bargaining agreement.

"Municipal Waste" means (a) 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 (b) any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility and (c) leaves, garden residues, grass clippings, shrubbery and tree trimmings, and similar material. Municipal Waste does not include recycled materials or composted materials, or truckloads composed primarily of leaves, garden residues, grass clippings, shrubbery and tree trimmings, and similar material.

"Parking Revenues" is defined in Section 4.04(d)(ii).

"Party" or "Parties" means LCSWMA and/or the City.

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

"Receiver" has the meaning set forth in the second "Background" paragraph above.

"Receiving Time" means the period of operation of the SRMC consisting of 4:00 a.m. to 6:00 p.m. EST, Monday through Friday; 6:00 a.m. to 2:00 p.m. EST, Saturday, or such shorter period as may required by any permit applicable to the SRMC.

"Recovery Plan" means the recovery plan for the City as described in the first Background paragraph above.

"Regulated C&D Waste" means C&D Waste generated within the County and regulated by the County pursuant to the County's Rules and Regulations.

"Regulated Municipal Waste" means Municipal Waste generated within the County except C&D Waste, Residual Waste, Sludge, or Special Handling Waste, as regulated by the County pursuant to the County Municipal Waste Management Ordinance.

"Regulated Waste" means Municipal Waste (except Residual Waste, Municipal Waste Sludge, or Special Handling Waste) and C&D Waste generated within the County and regulated by the County, including City Regulated Municipal Waste.

"Removal" means the complete removal of the City's property from the SRMC as set forth in Section 5.02.

"Residual Waste" means 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 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. The term shall not include coal refuse as defined in the Commonwealth Act of September 24, 1968 (P.L. 1040, No. 318), known as the Coal Refuse Disposal Control Act. The term shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to the Commonwealth Act of June 22, 1937 (P.L. 1987, No. 394) known as The Clean Streams Law.

"Schedule" means any exhibit or schedule attached to this Agreement and incorporated in this Agreement, unless otherwise expressly indicated by the terms of this Agreement.

"Shortfall Fee" is defined in Section 4.04(c).

"Special Handling Municipal Waste" means Municipal Waste for which any governmental agency or unit having appropriate jurisdiction requires special approval (other than that generally required for Municipal Waste) prior to disposal in a permitted Municipal Waste disposal facility.

"SRMC" has the meaning set forth in the first background paragraph to this Agreement.

"SRMC Rules and Regulations" shall mean the rules and regulations issued by LCSWMA under the authority of the Dauphin County Municipal Waste Management Ordinance and the County Plan.

"Term" shall mean the period from the Commencement Date until the Termination Date, inclusive.

"Termination Date" means the date set forth in Section 1.04.

"Termination Fee" means the payment set forth in Section 1.04.

"THA" means The Harrisburg Authority as described in the first Background paragraph above.

"THA Agreement" means the December 1, 1993, Municipal Solid Waste Disposal Agreement between the City and THA, which was subsequently amended on June 4, 2003 to extend the term to 2036 and amended again on January 1, 2007, as amended.

"Tipping Fee" means the per ton gate rate for City Regulated Municipal Waste acceptance charged by LCSWMA, which shall include the applicable Host Fee. The Tipping Fees for the Term are set forth in Schedule I, the Tipping Fee Schedule, attached to this Agreement and made a part of this Agreement.

"Tipping Fee Rebate" is defined in Section 4.4(d).

"Ton" means two thousand (2,000) pounds.

"Unacceptable Waste" means all of the following, except for trace amounts normally found in household or commercial waste:

(a) any material that by reason of its composition, characteristics or quantity is ineligible for disposal at the SRMC pursuant to the provisions of (i) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 *et seq.*, and the regulations thereunder, or (ii) any other applicable law, rule or regulation (including, but not limited to, the following laws and the regulations, if any, promulgated under each: the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*; the Hazardous Sites Cleanup Act, Act 108, enacted October 18, 1988; and any similar or substituted legislation or regulations or amendments to the foregoing, as well as any other laws coextensive with the foregoing);

(b) any other materials that any governmental agency or unit having appropriate jurisdiction has determined to be ineligible for disposal at the SRMC;

(c) any waste that the SRMC is precluded from accepting pursuant to any existing permit governing the SRMC or the Act or Act 97;

(d) Hazardous Waste;

(e) except as provided in Section 3.08, Residual Waste;

(f) except as provided in Section 3.08, Special Handling Municipal Waste including but not limited to, asbestos, sludge, infectious waste, and chemotherapeutic waste;

(g) an individual truckload of Municipal Waste which contains refrigerators, washing machines, dryers, window air conditioners, hot water heaters and other major home appliances in quantity and/or automobile tires in quantity; and

(h) any other material that presents an endangerment to the SRMC or the public health or safety.

"Uncontrollable Circumstance" means any act, event or condition, other than a labor strike, that has had, or may reasonably be expected to have, a direct material adverse effect on the rights or the obligations of a Party under this Agreement, or a direct material adverse effect on the operation of the SRMC, or on the delivery of Municipal Waste to the SRMC, if such act, event or condition is beyond the reasonable control of, and without the fault of, the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts or events shall include, but shall not be limited to, the following:

(a) an act of God (except reasonably expected weather conditions for the geographic area of the SRMC), hurricanes, tornados, 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, or 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 this Agreement; excepting decisions interpreting federal, Commonwealth and local tax laws; provided that such order or judgment shall not be the result of the negligent or willful action or inaction of the Party relying thereon and neither the contesting in good faith of any such order or judgment nor the failure to so contest shall be construed as a willful or negligent action or inaction of such Party; and

(c) a Change in Law.

Such acts or events shall not include failure to obtain a permit or license, or failure to obtain renewal, amendment or modification of a permit or license, which events shall not be an Uncontrollable Circumstance unless due to Change in Law.

"Waste Flow Control" means the authority, by law, ordinance, regulation, resolution, or other legally binding provision or legally binding official act of the City or the County to direct all Municipal Waste generated within the boundaries of the City or the County to one or more designated Municipal Waste processing or disposal facilities.

"Week" means a period commencing Sunday at 12:01 a.m. and ending on midnight of the following Saturday.

Section 11.02 Terms Generally.

Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed" except as the context may otherwise require.

Section 11.03 Notices Generally.

Unless specifically provided elsewhere in this Agreement, at least fifteen (15) days prior written notice shall be required to be given of any breach of, or failure to fulfill any requirement of, this Agreement by a Party, in order to allow the Party receiving such notice to cure any such breach or to allow such Party time to prepare for, question or contest the fact that any such requirement of this Agreement has not been fulfilled.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Representations of the City.

The City represents to LCSWMA that:

(a) the City is duly organized and existing in good standing under the laws of the Commonwealth and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement;

(b) the City has the requisite power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance of this Agreement by the City (i) has been duly authorized, (ii) does not require the approval of any other governmental officer or body, other than those permits or approvals contemplated to be obtained before the Commencement Date, (iii) will not violate any judgment, order, law or regulation applicable to the City, and (iv) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound;

(c) this Agreement has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, fully enforceable in accordance with its terms; and

(d) there is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the City's knowledge, threatened against the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the City of its obligations under this Agreement or the transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the City in connection with the transactions contemplated by this Agreement.

Section 12.02 Representations of LCSWMA.

LCSWMA represents to the City that:

(a) LCSWMA is duly organized and existing in good standing under the laws of the Commonwealth of Pennsylvania and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement;

(b) LCSWMA has the requisite power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance of this Agreement, (i) has been duly authorized, (ii) does not require the approval of any other governmental officer or body, other than those permits or approvals contemplated to be obtained before the Commencement Date, (iii) will not violate any judgment, order, law or regulation applicable to LCSWMA or any provisions of LCSWMA's articles of incorporation or by-laws, and (iv) does not constitute a default under or result in the creation of, any lien, charge,

encumbrance or security interest upon any assets of LCSWMA under any agreement or instrument to which LCSWMA is a party or by which LCSWMA or its assets may be bound;

(c) this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of LCSWMA, fully enforceable in accordance with its terms; and

(d) there is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of LCSWMA's knowledge, threatened against LCSWMA, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by LCSWMA of its obligations under this Agreement or the other transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by LCSWMA in connection with the transactions contemplated by this Agreement.

Section 12.03 Interest on Payments.

All payments not made on the applicable due date shall bear interest from such date until the date payment is made at the lower of (a) the maximum rate permitted by Commonwealth law, or (b) the prime rate of The Chase Manhattan Bank, N.A., or in the event the Chase Manhattan Bank, N.A. no longer publishes a prime rate, the similar rate of a comparable bank.

Section 12.04 Compliance with Laws.

LCSWMA shall comply with all laws and regulations and permits issued thereunder in connection with the SRMC and governing disposal of Regulated Municipal Waste.

Section 12.05 Assignment.

This Agreement may be assigned by either Party for financing purposes, or to a successor governmental body, agency or authority. This Agreement may not be otherwise assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

Section 12.06 Notices.

All notices, demands, requests and other communications under this Agreement shall be deemed sufficient and properly given if in writing and delivered in person or by recognized carrier service to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or day on which United States mail is not delivered:

(a) If to LCSWMA:

The Lancaster County Solid Waste Management Authority
1299 Harrisburg Pike
Lancaster, Pennsylvania 17603-2515
Attention: Chief Executive Officer

with a copy to:

Alexander Henderson, III, Esquire
Hartman Underhill & Brubaker, LLC
221 East Chestnut Street
Lancaster, PA 17602

(b) If to the City:

City of Harrisburg
[address]

with a copy to:

[counsel]

Either Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Agreement signed on behalf of the notifying Party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such Party by a duly authorized officer or employee.

Section 12.07 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 in this Agreement 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.

Section 12.08 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 of such right, but such right may be exercised from time to time and as often as may be deemed expedient. To be effective any waiver must 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.

Section 12.09 Section Captions; References.

The table of contents, article and section headings and captions contained in this agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement. Except as otherwise indicated, all references in this Agreement to Sections and Articles are to sections and articles of this Agreement.

Section 12.10 Severability.

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

Section 12.11 Amendment.

No amendment, modification or change to this Agreement shall be effective unless same shall be in writing and duly executed by the Parties.

Section 12.12 Agreement Governed by Commonwealth Law.

This Agreement shall be governed by the laws of the Commonwealth.

Section 12.13 No Other Agreements.

All negotiations and agreements prior to the date of this Agreement are superseded by this Agreement. This Agreement shall constitute the entire agreement between the City and LCSWMA with respect to the disposal services contemplated by this Agreement.

Section 12.14 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the City and LCSWMA.

Section 12.15 Execution of Documents.

This Agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and LCSWMA have caused this Agreement to be executed in their respective names, have caused their respective corporate seals to be affixed to this Agreement, have caused this Agreement to be attested, all by their duly authorized officers and representatives, and have caused this Agreement to be dated as of the date and year first written above.

CITY OF HARRISBURG

By: _____
Mayor

Attest: _____
President, City Council

Approved: _____
City Solicitor

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

By: _____
Chair

Attest: _____
Secretary

SCHEDULE I -- TIPPING FEE SCHEDULE

The City Tipping Fees will be lowered from the current rate of $200 to $190 upon the Commencement Date. Tipping Fees will be fixed through calendar 2019 as shown on the chart below, while the rate during calendar years 2020 through 2033 inclusive will be adjusted on January 1st of each calendar year by the Consumer Price Index, using calendar year 2019 as the base year.

2013	$190.00
2014	$190.00
2015	$190.00
2016	$190.00
2017	$190.00
2018	$190.00
2019	$195.00

For purposes of Schedule I and this Agreement, Consumer Price Index shall mean all Urban Consumers (Area: U.S. City Average; Item: All Items) as maintained by the U.S. Department of Labor, Bureau of Labor Statistics or by a mutually-agreeable similar index if such index is no longer available.

EXHIBIT L

Operating Agreement

[Attached]

TRANSITION OPERATING AGREEMENT

THIS TRANSITION OPERATING AGREEMENT (this "Transition Agreement" or this "Agreement") is executed and delivered effective as of _____, 2013, between The Harrisburg Authority, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Transferor"), and the Lancaster County Solid Waste Management Authority, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Transferee", and along with Transferor, the "Parties").

RECITALS

A. Transferor and Transferee are parties to that certain Asset Purchase Agreement, dated as of August __, 2013, which provides for Transferor's sale of certain assets to Transferee, as more fully described therein (the "Purchase Agreement"), the obligations of which the Parties acknowledge, ratify and confirm.

B. Transferor owns an eight hundred (800) ton per day, three (3) unit, mass burn, waste processing, electric generation and ash disposal facility located in the City of Harrisburg and Swatara Township, Dauphin County, Pennsylvania (as further described in Section 2.01(b) of the Purchase Agreement, the "Facility").

C. The Facility consists of various assets including: (i) a facility that accepts MSW (as defined below) from public and private haulers; (ii) burners which incinerate the collected MSW and which generate steam (the "Mass Burn Facility"); (iii) a turbine which is powered by the steam to generate electricity for sale and associated electrical equipment (the "Electrical Plant") and (iv) an ash landfill at which resulting ash is disposed or temporarily stored prior to shipment to other landfills (the "Ashfill") and associated metal recovery and recycling operations.

D. The Facility is situated on an approximately fifty-nine and one-half (59.5) acre tract of Real Estate owned by Transferor, as more particularly described in the Purchase Agreement, which Real Estate, together with all improvements (excluding the Dauphin County Recycling Center) and all other real property interests of Transferor comprising the Facility, may be referred to herein as the "Real Property".

E. Transferor accepts, processes and disposes of MSW, generates steam and electricity and undertakes associated operations and activities at the Facility (collectively the "MSW Services"). In furtherance of the implementation of a fiscal recovery plan (the "Recovery Plan") for the City of Harrisburg developed by the Receiver for the City of Harrisburg, Transferor has as of this day sold, transferred and assigned, and Transferee has purchased, the assets relating to the MSW Services (including the Facility and the Real Property), pursuant to the terms and conditions set forth in the Purchase Agreement.

F. Transferor also provides sewer and water services to the City of Harrisburg and surrounding municipalities (the "Water/Sewer Services"). For the avoidance of doubt, and as set forth in the Purchase Agreement, Transferor is not conveying, and Tranferee is not receiving, any assets of Transferor relating primarily to the Water/Sewer Services.

G. The Parties seek to reach agreement to allow transfer of the assets relating to the MSW Services (including the Facility and the Real Property) pursuant to the Purchase Agreement

prior to the transfer and/or reissuance of the permits set forth on Schedule A attached hereto (the "Facility Permits"), each of which pertain to and are required for lawful operation of the Facility.

H. Transferor is the entity that operated the Facility and held the Facility Permits on and prior to entering into the Purchase Agreement.

I. The Parties desire to enter into this Transition Agreement to address the additional time needed to secure all necessary consents from any Governmental Authority (as defined herein) to transfer or re-issue the Facility Permits after Closing under the Purchase Agreement.

J. Transferor and Transferee desire to have Transferee conduct, consistent with this Agreement, the day-to-day operations (the "Operations") of the Facility during the Term of this Agreement.

K. The Parties do not intend Transferee's activities to trigger "operator" status for Transferee under any applicable Laws (as defined herein) at the Facility and Transferor will continue to be responsible for compliance with Facility Permits to each Governmental Authority as the permittee under the Facility Permits during the Term of this Agreement.

L. The Parties desire to clarify their respective obligations and responsibilities related to the Facility's Operations during the Term (as defined herein) of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Purchase Agreement, and the premises and the covenants set forth herein, the Parties hereby agree as follows:

ARTICLE 1
GENERAL

1.1 Capitalized Terms. Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement.

1.2 Term. The term of this Agreement shall begin on the date of Closing under the Purchase Agreement and shall continue until the earlier of (a) eighteen (18) months after the date of Closing under the Purchase Agreement, or (b) Transferee's obtaining transfer or reissuance of all of the Facility Permits (the "Term").

1.3 Duty To Consult and Cooperate; Communications With Governmental Authorities. The Parties shall cooperate with one another to achieve the purposes of this Agreement, provided that Transferor's cooperation shall not result in any costs to Transferor except to the extent of any activities specifically required to be undertaken by Transferor in this Agreement. If, during the Term of this Agreement, either Party receives any notice or inquiry from a Governmental Authority with jurisdiction over Environmental Laws that relates in any way to the Facility, its Operations or the Facility Permits, or learns of an actual, alleged or potential violation of any Applicable Law or Facility Permit, it shall have a duty promptly to notify and consult with the other. Similarly, the Parties shall promptly advise each other of the necessity for any written communication to a Governmental Authority that relates in any way to the Facility, its Operations or the Facility Permits, or of any meeting with a Governmental Authority relating to the Facility Permits, their transfer or

reissuance; provided, however, this obligation shall not apply to Transferee's communication with a Governmental Authority in the ordinary course of business of the Facility. Prior to submittal of such written communication, the Parties shall consult with each other and attempt to reach consensus on the content of such written communications. If the consultation results in a dispute between the Parties, the dispute shall be raised to Transferor's Executive Director, Shannon Williams, and Transferee's Chief Executive Officer, Jim Warner, or their designees, who shall render a prompt decision with respect thereto, provided, however, that if a Government Authority requires notification or information before a dispute is resolved, Transferee may submit its response notwithstanding Transferor's objection. Nothing in this Section 1.3 or any consultations that occur shall limit Transferee's obligations under Section 4.1 hereof. Transferee shall provide to Transferor from time to time and also upon Transferor's reasonable request information relating to the Facility, its Operations and the Facility Permits to enable Transferor to comply with applicable Law, the Facility Permits and this Agreement, to be reasonably informed about the Facility Permits and to maintain its general business goodwill. Transferor will be given reasonable advance notice of and may attend any meeting relating to the Facility Permits, their transfer or reissuance, provided that its role will be limited to monitoring and ensuring progress towards reissuance or transfer of the Facility Permits and compliance with this Agreement. Transferee will timely provide to Transferor copies of any material submissions to a Governmental Authority relating to the Facility Permits, their reissuance or transfer, including without limitation applications and other documents relating to such reissuance and transfer, as well as all communications from the Governmental Authority relating thereto, as well as all substantive communications between Transferee and any Governmental Authority in the ordinary course of business relating to the Facility Permits, the Facility, the Real Property or the Operations.

ARTICLE 2
RIGHTS AND OBLIGATIONS OF TRANSFEREE DURING TERM

2.1 Conduct of Facility's Operations. Transferee shall conduct and be responsible for, consistent with this Agreement, the Operations of the Facility during the Term of this Agreement. Transferee shall cause all Operations and all other activities at the Facility and Real Property to be in full compliance with all applicable Laws and the Facility Permits.

2.2 Facility Permit Transfers. Transferee shall use due diligence to obtain transfer and/or reissuance of the Facility Permits, including but not limited to, preparing and submitting applications for the transfer or re-issuance of existing Facility Permits, fulfilling state compliance disclosure requirements, and posting necessary financial assurances, all as applicable. Transferee shall timely respond to all reasonable requests from Transferor as to the status of Transferee's efforts to have the existing Facility Permits transferred or new Permits issued.

2.3 Financial Benefit. For avoidance of any doubt, all financial, accounting or economic results from the conduct of the Facility's Operations that arise or accrue during the Term of this Agreement shall be for the account of Transferee and shall be reported as such by Transferee. Transferor shall not account for or report such financial accounting or economic results of the Facility's Operations.

2.4 Payment of Expenses and Costs. For avoidance of any doubt, during the Term of this Agreement, Transferee shall be responsible for and pay any and all expenses and costs of any type relating to compliance with and activities pursuant to and requirements of the Facility Permits, as well as to the Facility and Real Property and their operation, and the Operations, including without limitation (a) all ordinary and direct operating and maintenance expenses, including without limitation taxes, insurance, and costs associated with environmental regulatory compliance of the Facility, (b) all reasonable expenses for capital items and (c) any other sums required by any Law, rule or Governmental Authority.

2.5 Liabilities. For avoidance of any doubt, subject to and without waiver, modification or limitation of the provisions of the Purchase Agreement, Transferee assumes all responsibility for any and all liabilities relating to the Facility Permits, as well as to the Facility, the Operations, and the Real Property, and Transferor shall have no such responsibility or liabilities, arising after the date of Closing under the Purchase Agreement.

ARTICLE 3
RIGHTS AND OBLIGATIONS OF TRANSFEROR DURING TERM

3.1 Retention of Permittee Status. Until Transferee obtains all necessary Facility Permits Transferor shall continue as permittee subject to all of the obligations and retain all of the responsibilities as permittee under the Facility Permits. With respect to required financial assurance mechanisms, the following subsections shall apply:

a. Unless the Parties otherwise agree, the requirement under Section 6.08 of the Purchase Agreement that Transferor transfer cash from the Closure Funds to Transferee at Closing shall be satisfied by Transferor retaining the cash and the Closure Funds in their present status, or an alternative status reasonably acceptable to the Parties, to provide the required Ashfill and Facility closure bonds until the transfer or reissuance of the applicable Ashfill and Facility permits to Transferee and Department approval of release of the closure bonds under Transferor's permits, at which time cash from the Closure Funds shall be transferred to Transferee as provided in Section 6.08 of the Purchase Agreement. Transferor's retention of cash pursuant to the preceding sentence will be deemed to satisfy the transfer requirements of Sections 2.01(k) and 2.06(b) of the Purchase Agreement provided such cash is used pursuant to the terms of this Agreement, and shall not affect calculation of the Base Purchase Price Section 2.06 of the Purchase Agreement. To the extent cash Transferor retains pursuant to the preceding provisions of this Section 3.1(a) is not sufficient to satisfy the financial assurance requirements of the Facility Permits, and the Base Purchase Price is reduced pursuant to Section 6.08 of the Purchase Agreement, Transferee will add to Transferor's financial assurance an amount equal to the reduction in the Base Purchase Price to satisfy such requirements, which will be held on the same basis as the Transferor's Financial Assurance. To the extent that the amount of Transferor's financial assurance requirement increases during the Term of this Agreement, Transferee shall timely add to Transferor's financial assurance the amount of the increase to enable it to comply with such requirement, and such amount will be held on the same basis as Transferor's Financial Assurance. To the extent that the amount of Transferor's financial assurance requirement decreases during the Term of this Agreement, upon approval by the

Department, cash in the amount of the reduction shall be transferred to Transferor as provided in Section 6.08 of the Purchase Agreement. For the purpose of clarity, increases and decreases in the financial assurance requirements that occur after Closing shall not affect the Base Purchase Price. The Parties may enter into an ancillary agreement relating to such cash if they deem it desirable to do so.

b. Transferor and Transferee may agree on mutually acceptable means of satisfying the financial assurance requirements of the Facility Permits other than those set forth in Section 3.1(a) hereof, provided they are approved by the Department and are at no cost to Transferor. At such time as Transferor and Transferee agree upon such alternative which is mutually acceptable to them and the Department, cash shall be delivered to Transferee to the extent it is no longer needed for financial assurance pursuant to Section 3.1(a) hereof and otherwise would have been delivered to Transferee at Closing under the Purchase Agreement.

c. At such time as a Facility Permit is transferred or reissued to Transferee with its own financial assurance mechanism and the Department approves the release of the financial assurance required for a Transferor Facility Permit, any financial assurance provided by Transferee for such Transferor Facility Permit pursuant to Sections 3.1(a) or (b) hereof, including any cash retained by Transferor under Section 3.1(a) hereof, shall be released and/or returned to Transferee, except to the extent the Purchase Agreement directs that it would not be transferred to Buyer.

d. Transferee shall be responsible for any and all costs, expenses and financial obligations as may be incurred by or apply to Transferor in complying with the obligations and responsibilities associated with the Facility Permits, and shall promptly pay or reimburse such sums to Transferor or otherwise assume such obligations promptly upon request by Transferor. The costs, expenses and financial obligations Transferee shall be responsible for include, without limitation, any insurance requirements relating to the Facility, the Real Property, the Operations or the Facility Permits, as well as any and all costs of maintaining financial assurance for the Facility Permits such as costs related to letters of credit and maintaining bank accounts or bank escrow accounts.

Nothing in this Section 3.1 shall be interpreted as limiting Transferee's obligations under Sections 2.1 or 4.1 of this Agreement.

3.2 Duty To Cooperate In Transferring Facility Permits. Transferor shall reasonably cooperate, at no cost to itself except as set forth herein, with Transferee's efforts to secure the transfer or reissuance of the Facility Permits as provided in Section 2.2 of this Agreement, including, without limitation, attending meetings with Governmental Authorities when Transferee deems Transferor's attendance essential, and shall execute such documents as reasonably requested by Transferee in connection with Transferee's efforts to obtain such Facility Permits, provided Transferor incurs no liability by such execution beyond the liability already incurred or retained by Transferor pursuant to the Purchase Agreement. Except as required by applicable Law or Permit, and then only following a period of consultation with Transferee, Transferor shall not file any Permit application or knowingly take or cause any other act or omission related to the Facility or its Operations that causes a material change in Facility Permit terms or conditions.

3.3 Right To Inspect And Be Present. During the Term of this Agreement, Transferor shall be entitled to inspect and have reasonable access to the Facility at all times during normal business hours and upon notice received by Transferee not less than one (1) day prior to the date of such inspection and access.

3.4 Insurance. Transferor will maintain such insurance as may be required under the Facility Permits or Applicable Laws attributable to its status as permittee under the Facility Permits, the cost of which shall be borne by Transferee. To the extent possible, at its cost, Transferee shall cause Transferor to be named as an additional named insured (or if not possible to be named as additional named insured, then as additional insured) for any coverages Transferee maintains relating to the Facility Permits, the Facility, the Operations or the Real Property which are different coverage types or greater amounts of coverage than those Transferor maintains. The Parties will cooperate to provide the foregoing coverages as cost-effectively as possible. The Parties each will provide certificates evidencing such coverages as are provided for the upon placement of such coverages.

ARTICLE 4
INDEMNITIES

4.1 Indemnification of Transferor. Transferee shall indemnify, defend (with counsel reasonably acceptable to Transferor) and save Transferor harmless from and against any and all claims, damages, liabilities, losses, actions, suits, proceedings, demands, fines or penalties, assessments, adjustments, costs and expenses, including without limitation, reasonable attorneys' fees ("Claims") of any kind incurred or suffered by Transferor relating to any and all actions, omissions, activities and operations at the Facility or Real Property, or relating to the Operations or the Facility Permits, from and after the Closing (as such term is defined in the Purchase Agreement), as well as for any breach of any term or condition of this Agreement by Transferee. The provisions of this Section 4.1 supplement and do not limit in any way the protections, rights and indemnities provided to Transferor by Transferee under the Purchase Agreement.

4.2 Survival. The rights or obligations provided in this ARTICLE 4 shall survive the Term of this Agreement.

ARTICLE 5
MISCELLANEOUS

5.1 Definitions. Unless otherwise specifically defined herein, each capitalized term used herein shall have the same meaning assigned to such term in the Purchase Agreement:

"Department" means the Pennsylvania Department of Environmental Protection.

"Environmental Laws" means the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 3003 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq., and any analogous federal, state or local statute, law, regulation, or ordinance regarding the protection of public health or the environment, including without limitation the Pennsylvania Solid Waste Management Act, 35 P.S. §§ 6018.101 et

seq., the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, 53 P.S. §§ 4000101 et seq. ("Act 101"), the Pennsylvania Clean Streams Law, 35 P.S. §§ 691.1 et seq., the Pennsylvania Air Pollution Control Act, 35 P.S. §§ 4001, et seq., the Pennsylvania Storage Tank and Spill Prevention Act, 35 P. S. §§ 6021.101 et seq., the Susquehanna River Basin Compact, P.L. 91-575 (84 Stat. 1509 et seq.), any other statutes, laws, regulations or ordinances under which the Facility Permits have been issued or which otherwise regulate the operations of the Facility or at or on the Real Estate, and any and all other laws pertaining to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, all as such statutes, laws, regulations and ordinances are or may be amended from time to time.

"Governmental Authority" means the government of any nation, state, city, locality or other political subdivision of any thereof, any agency, entity or instrumentality exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, regulation or compliance, including any state or local public utility commission and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Laws" means any federal, state and local laws, statutes, ordinances, rules, regulations, codes (including any zoning, fire, or health and safety codes), governmental permits, orders, decrees or similar edicts enacted, adopted, issued or promulgated by, or any contract with, any Governmental Authority, including without limitation Environmental Laws.

"MSW" means (a) 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, (b) any sludge not meeting the definition of residual or hazardous waste in the Pennsylvania Solid Waste Management Act from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility and (c) leaves, garden residues, grass clippings, shrubbery and tree trimmings, and similar material. MSW does not include recycled materials or composted materials, or truckloads composed primarily of leaves, garden residues, grass clippings, shrubbery and tree trimmings, and similar material.

"Permits" means all permits, grants, filings, notices of intent, exemptions, licenses, authorizations, registrations, franchises, consents, approvals and related applications of every kind from or with any federal, state, local or foreign Governmental Authority, including all permits issued by any Governmental Authority under or in connection with any Environmental Law.

5.2 Recitals. All recitals set forth in this Agreement are hereby incorporated by this reference into the terms of the Agreement.

5.3 Entire Agreement. Except for the Purchase Agreement, this Agreement is the final, complete and exclusive statement and expression of the agreement among the Parties with relation to its subject matter. This Agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of, any prior or contemporaneous discussions, correspondence or oral or written agreements, understandings or contracts of any kind.

5.4 Amendment and Modification. This Agreement may be modified or amended only by a written instrument executed by both Parties.

5.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party without the prior written consent of the other.

5.6 Severability. In case any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. Should the Agreement as a whole be found invalid or not to permit Transferee or Transferor to undertake the activities contemplated by this Agreement, the Parties shall promptly confer and agree in writing upon such alternative activities and arrangements as alleviate or satisfactorily address the offending conditions and which achieve the goals and purposes of this Agreement.

5.7 Additional Insured. Transferee shall add Transferor as an additional insured on all insurance policies it maintains covering the Facility, the Real Property and the Operations, and shall provide certificates evidencing such insurance at the commencement of the Term.

5.8 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such Party, addressed as follows:

If to Transferor, addressed to:

James D. Warner
Chief Executive Officer
Lancaster County Solid Waste Management Authority
1299 Harrisburg Pike
Lancaster, PA 17603

with a copy to:

Alex Henderson, III, Esq.
Hartman Underhill & Brubaker, LLC
221 E. Chestnut Street
Lancaster, PA 17602

If to Transferee, addressed to:

Shannon Williams
Executive Director
The Harrisburg Authority
212 Locust Street
Suite 302

Harrisburg, PA 17101

with a copy to:

Douglas F. Schleicher, Esq.
Klehr Harrison Harvey Branzburg, LLP
1835 Market Street
Suite 1400
Philadelphia, PA 19103

Notice shall be deemed given and effective the day personally delivered, the day sent by overnight courier, subject to signature verification, and the day of deposit in the U.S. mail of a writing addressed and sent as provided above. Any Party may change the address for notice by notifying the other Party of such change in accordance with this Section 5.8.

5.9 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

5.10 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

(Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

TRANSFEROR:

THE HARRISBURG AUTHORITY

_____

By:_____

Title:_____

TRANSFEREE:

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

_____

By:_____

Title:_____

SCHEDULE A

Facility Permits

[The permits to be listed on this schedule will include only those permits listed below which have not been transferred or reissued to Transferee as of the date of Closing under the Purchase Agreement]

Commonwealth of Pennsylvania Department of Environmental Protection Storage Tank Registration/Permit Certificate (Facility ID #: 22-62597, Tank IDs 1036061 (capacity 2,500), 1036062 (capacity 2,500) and 1036063 (capacity 4,150), Expires June 4, 2014)

Commonwealth of Pennsylvania Department of Environmental Protection Solid Waste Disposal and/or Processing Permit (as modified) (Permit No. 100992, Effective May 24, 2013 thru June 1, 2018)

Commonwealth of Pennsylvania Department of Environmental Protection Solid Waste Disposal and/or Processing Permit (as modified) (Permit No. 100759, Cell A)

Commonwealth of Pennsylvania Department of Environmental Protection Solid Waste Disposal and/or Processing Permit (as modified) (Permit No. 100758, Effective July 10, 2012 thru November 29, 2022)

Commonwealth of Pennsylvania Department of Environmental Protection Air Quality Plan Approval No. 22-05007B.

Commonwealth of Pennsylvania Department of Environmental Protection Title V Operating Permit (Permit No. 22-05007, Effective September 1, 2012 thru August 31, 2017)

Susquehanna River Basin Commission Approval for Consumptive Water Use (Docket #: 19880201, Effective December 12, 2002 thru February 11, 2018)

City of Harrisburg Department of Public Works Bureau of Sewerage Industrial User Permit (Permit No. 122017-9, Effective December 21, 2012 thru December 20, 2017)

Commonwealth of Pennsylvania Department of Environmental Protection General Permit for Discharge of Stormwater from Industrial Activities (PAG-3) (NPDES Permit No. PAR403508, Expires May 31, 2017)

Commonwealth of Pennsylvania Department of Environmental Protection Authorization to Discharge Under the National Pollutant Discharge Elimination System (NPDES Permit No.: PAS 503501, Effective July 1, 2012 thru June 30, 2017). The permittee under DEP Water Quality Individual NPDES permit PAS503501 is Covanta Harrisburg Inc., 1670 South 19th Street, Harrisburg PA 17104.

Commonwealth of Pennsylvania Department of Environmental Protection Water Quality General Construction Permit (NPDES Permit No. PAG2-0022-04-029, Effective June 7, 2004)