General Meeting Information
College Township offers both in-person and virtual meeting attendance for all public meetings. To attend in-person, meetings will be held at 1481 E. College Avenue, State College PA, 16801, 2nd floor meeting room. To attend virtually, please see the information below.

To Attend the LIVE Meeting Via Zoom on Computer or Smart Phone:
• Click HERE to REGISTER for the meeting via Zoom. Once registered, you will receive a confirmation email containing information about joining the meeting.

To Attend the LIVE Meeting Via Phone:
• Dial +1 646 558 8656 • Meeting ID: 825 4481 0647 • Passcode: 714075

* Click here for detailed instructions on how to participate via zoom.

WRITTEN PUBLIC COMMENTS: For specific agenda items, written public comments may be submitted until 12:00 noon the day of the meeting by emailing jsnyder@collegetownship.org.

COUNCIL MEMBERS: 2023 COMMITTEE ASSIGNMENTS:
Dustin Best, Chair ............................................ COG Executive Committee
COG Human Resources Committee
COG Parks Capital Committee
Centre Area Cable Consortium
Spring Creek Watershed Commission (SCWC)
Rich Francke, Vice Chair ................................. COG Finance Committee
COG Parks & Recreation Governance Committee
Eric Bernier ................................. COG Land Use Community Infrastructure Committee (LUCI)
COG Facilities
Centre County Metropolitan Planning Organization Coordinating Comm. (CCMPO)
Susan Trainor ................................. COG Public Safety
CT Local Traffic Advisory Committee (LTAC)
CT Industrial Development Authority (CTIDA)
Anthony Fragola ................................. COG Climate Action and Sustainability Committee (CASC)

COLLEGE TOWNSHIP COUNCIL MEETING
ANNOUNCEMENT: Council met in an Executive Session prior to the start of this meeting to discuss personnel issues.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

PUBLIC OPEN
DISCUSSION: For any item not on this agenda. Please limit comments to five minutes.

NEW AGENDA ITEMS: Majority vote of Council required to add business item(s) to the agenda.

SPECIAL PRESENTATIONS: SP-1 Zoning Hearing Board; Ben Eltz, Chair

PLANS: P-1 Umberger/Rockenbeck/Clearwater Conservancy Final Subdivision 110 Old Houserville Road – Tax Parcel 09-003-003A Discussion/Action (L. Schoch)
P-2 Jersey Mike’s Preliminary/Final Land Development Plan 430 Shiloh Road – Tax Parcel 19-002B-067 Discussion/Action (L. Schoch)

REPORTS:

a. Manager’s Update
b. COG Regional, County, and Liaison Reports
c. Staff/P.C./Other Committee Reports
d. Diversity, Equity, Inclusion & Belonging Reports (Public invited to report)
   To review CT’s DEIB Calendar, please scan:

CONSENT AGENDA: CA-1 Minutes
CA-2 Correspondence
CA-3 Action Items

OLD BUSINESS: No Old Business Items

NEW BUSINESS: NB-1 C-NET Closed Captioning Discussion/Action (A. Brumbaugh)
NB-2 Centre Region Trash Contract Discussion (A. Brumbaugh)

STAFF INFORMATIVES (Informational Only)

COUNCIL/STAFF OTHER MATTERS (Informational Only)

ADJOURNMENT
CA-1 Minutes, Approval of
   a. November 14, 2023, Special Budget Work Session
   b. November 16, 2023, Regular Meeting

CA-2 Correspondence, Receipt/Approval of
   a. Email from Daniel Materna, dated November 15, 2023, regarding Casino
   b. Email from Daniel Materna, dated November 16, 2023, regarding Casino
   c. Letter from First Night State College, dated November 21, 2023, regarding thank you
      for sponsorship of First Night State College ice sculpture
   d. Millbrook Marsh Nature Center Phase II Spring Creek Education Building and Welcome
      Pavilion project sidewalk installation

CA-3 Action Item, Approval of
   a. Project 23-16 Traffic Signal Replacement bid award to Kuharchik Construction, Inc. in
      the amount of $164,500.00.
HRG, Inc. on behalf of the applicant, Clearwater Conservancy, is proposing to subdivide Tax Parcel 19-003-003A into two lots. Proposed Lot 1RR, a 0.954 acre lot, will contain the existing dwelling and garage, while proposed Lot 2, a 1.728 acre lot, contains no structures and is intended to be purchased by Clearwater Conservancy for the purpose of land conservation.

On Tuesday, November 21, 2023, at their regular scheduled meeting, the Planning Commission made a motion to recommend Council approve the plan with a vote of 4-1.

I recommend Council move to approve the Juliet A. Umberger and Margaret E. Rockenbeck Final Subdivision Plan dated October 20, 2023 and last revised November 8, 2023 subject to the following conditions:

1. Within ninety (90) days from the date of approval by Council, all conditions must be satisfied, final signatures must be obtained and the plan must be recorded with the Centre County Recorder of Deeds Office. Failure to meet the ninety (90) day recordation time requirement will render the plan null and void.
2. Pay all outstanding review fees.
3. Address, to the satisfaction of the Township Engineer, any outstanding plan review comments from staff.
4. Fully comply with College Township Code Section 180-12.
5. Approve requested waiver of 80-16.B(2) for additional 8.5’ right-of-way along the length of Old Houserville Road due to an existing dwelling and garage which fall within the portion of additional right-of-way.
6. Approval of a sidewalk waiver for Lot 1RR and Lot 2 along Old Houserville Road.
7. Approval of a deferral of construction of sidewalks for a two year period along Houserville Road for Lot 2.
8. Approve the waiver of 180-19.B for Lot 2 as this is intended for conservancy purposes, is within the floodplain, and no further septic requirements are anticipated. Should the lot require future sanitary service, the lot owner shall be responsible for satisfying needs at no expense to College Township, including but not limited to, on-lot installation or sanitary sewage system extension.

9. Approve the waiver of 180-19.B for Lot 1RR as this lot is presently served with on-lot septic. Should this lot experience septic failure, the lot owner shall be responsible for satisfying the sanitary needs at no expense to College Township, including but not limited to, on-lot installation or sanitary sewage system expansion.

10. All conditions must be accepted in writing within seven (7) days from the date of the conditional approval letter from the Township Engineer.
10-20-2023

PROJECT NARRATIVE

THE PURPOSE OF THIS PROJECT IS TO SUBDIVIDE (TAX PARCEL ID: 19-003-003A) THAT CONTAINS 2.682 ACRES OF LAND. THIS PROPERTY CURRENTLY HAS AN EXISTING HOUSE AND DETACHED GARAGE. JULIET A. UMBERGER AND MARGARET E. ROCKENBECK ARE PROPOSING TO SUBDIVIDE PARCEL 19-003-003A INTO 2 LOTS: A 0.954 ACRE LOT 1RR THAT CONTAINS THE EXISTING DWELLING AND A GARAGE, AND A 1.728 ACRE LOT 2 THAT CONTAINS NO STRUCTURES OR IMPROVEMENTS. THE INTENT IS FOR JULIET A. UMBERGER AND MARGARET E. ROCKENBECK TO MAINTAIN OWNERSHIP OF LOT 1RR AND CLEARWATER CONSERVANCY TO PURCHASE LOT 2 FOR THE PURPOSE OF LAND CONSERVATION.

Sincerely,

Herbert, Rowland & Grubic, Inc.

BRIAN ANDERSON
P.L.S.
November 10, 2023

College Township Planning Commission
1481 East College Avenue
State College, PA 16801

Re: Waiver Requests for Umberger & Rockenbeck / Clearwater Conservancy Final Subdivision Plan

Dear College Township Planning Commission:

The Margaret Rockenbeck and Juliet Umberger / Clearwater Conservancy Final Subdivision Plan is proposing to create two lots from Tax Parcel # 19-003-1,003A,0000-. Lot 1RR will exist with the present dwelling and garage, while proposed Lot 2 will have no proposed improvements and is intended for conservation use.

As you recall, during the public comment and sketch plan presentation there was discussion about challenges with building sidewalks and the dedication of road right of way along Old Houserville Road (T-375). The site has unique challenges to creating sidewalks like steep slopes, close proximity to Spring Creek, and future land development plans of adjoining parcels owned by the subdivider. Dedicating road right of way to the width of 25' from the centerline of Old Houserville Road will cause portions of the existing dwelling and garage to be in the newly dedicated road right of way. Currently, these buildings are very close to the existing 33' total width right of way. Presently there is on-lot septic service for the existing dwelling that sits on Lot 1RR. There are no future septic requirements anticipated for the proposed Lot 2.

On be half of Clearwater Conservancy, I am requesting the following waivers of College Township Subdivision and Land Development Ordinances be recommended to the College Township Council with the approval of this plan:

- A waiver of 180-16.B(2) for the additional width of 8.5' of right-of-way along the length of Old Houserville Road (T-375) is being requested because an existing dwelling and garage will fall in the portion of additional right-of-way. Also, Old Houserville Road is a dead end street that only serves three dwellings and a Penn State University Farm.

- In accordance with the ordinance within the subdivision and land development Article V section 180-16.1-E Sidewalks. The owner and / or assigns would like to defer the construction of sidewalks until such time they can create a land development plan for the site. Which shall be no more than 2 years from the recording date of this plan.

- Lot 2 is intended for conservation use and no future septic requirements are anticipated for this lot dominated by the presence of FEMA designated floodplain. Should this lot require future sanitary
service, the lot owner shall be responsible for satisfying the sanitary needs at no expense to College Township, including, but not limited to, on-lot installation or sanitary sewage system extension. A waiver of 180-19.B is requested for Lot 2 with approval of this plan.

- Lot 1RR is presently served by on-lot septic but lies within the sewer service area, should this lot experience a septic failure, the lot owner shall be responsible for satisfying the sanitary needs at no expense to College Township, including, but not limited to, on-lot installation or sanitary sewage system extension. A waiver of 180-19.B is requested for Lot 1RR with approval of this plan.

I request your action on this item in conjunction with the Final Subdivision Plan approval for the Umberger & Rockenbeck / Clearwater Conservancy Subdivision. If you have any questions or need additional information, please contact me at (814) 238-7117.

Sincerely,

Herbert, Rowland & Grubic, Inc.

[Signature]

Brian Anderson, PLS
Survey Crew Chief

Enclosures

c: HRG Subdivision Plan Package
Penn Terra Engineering on behalf of the applicant, Cedar Cliff Properties, LLC, is proposing the construction of a 1,500 square foot Jersey Mike’s restaurant at 430 Shiloh Road, Tax Parcel 19-002B-067, a 0.77 acre lot.

On Tuesday, November 21, 2023, at their regular scheduled meeting, the Planning Commission made a motion to recommend Council approve the plan.

I recommend Council move to approve the Jersey Mike’s Preliminary/Final Land Development Plan dated October 23, 2023 and last revised November 13, 2023 subject to the following conditions:

1. Within ninety (90) days from the date of approval by Council, all conditions must be satisfied, final signatures must be obtained and the plan must be recorded with the Centre County Recorder of Deeds Office. Failure to meet the ninety (90) day recordation time requirement will render the plan null and void.
2. Pay all outstanding review fees.
3. Address, to the satisfaction of the Township Engineer, any outstanding plan review comments from staff.
4. Fully comply with College Township Code Section 180-12.
5. Post surety as approved by the Township Engineer prior to recordation.
6. Provide proof of NPDES approval.
7. Provide proof of Traffic Impact Study (TIS) approval.
8. Provide approved PennDOT Highway Occupancy Permit prior to occupancy.
9. Record approved DSAME.
10. All conditions must be accepted in writing within seven (7) days from the date of the conditional approval letter from the Township Engineer.
Jersey Mike’s Land Development Plan
October 23, 2023
Revised 11-13-23

Our client, Cedar Cliff Properties, LLC, proposes the construction of a 1500 sq ft Jersey Mike’s restaurant with a pick-up lane and all related infrastructure. This proposed project will be located on Tax Parcel 19-002B-067, a 0.703-acre lot at 430 Shiloh Road, College Township, Centre County, PA owned by Curtis Kunes.

EXISTING CONDITIONS:
The property is zoned C-1, General Commercial, and is located in the wellhead protection zone.

The building setbacks for the site are:
- Front: 50 feet, (Shiloh Road)
- Side: 15 feet
- Rear: 50 feet

Parking Setbacks are:
- Front: 30 feet
- Side: 10 feet
- Rear 10 feet

The site is currently vacant. An existing office building on property also owned by Curtis Kunes is to south of the property and a private business/residence is adjacent to the north. An existing driveway access through the property provides access to Tax Parcel 19-2B-66 with rights granted through DB 277, PG 217. This property is also owned by Curtis Kunes.

PROPOSED:
STRUCTURE AND PARKING:
A one-story 1,500 S.F. building and a 112 S.F. cooler for a Jersey Mike’s restaurant is proposed on the site. The customer entrance is located at the southwestern corner of the building. A pick-up lane for previously placed on-line orders is at the north side of the building and queues around the rear of the building to provide stacking for 7 vehicles.

A total of 21 parking stalls are proposed including 2 ADA accessible parking spaces. Deliveries will be during non-business hours at the location shown on the plan.

A screened dumpster is located at the rear of the site, sized large enough for a dumpster, cardboard container bin and recycling containers.

The proposed building coverage is 5.26%; the maximum allowed is 30%. The proposed impervious coverage is 59.70%; the maximum allowed is 60%.
TRAFFIC/ SITE ACCESS:
Full vehicular access to the site will be off Shiloh Road. A traffic impact study is being submitted with this land development which shows no off-site required improvements or entrance restriction being required. Once, the Traffic Impact Study is approved, a PennDOT Highway Occupancy Permit for the access will be applied for. Also, a driveway encroachment easement will be executed and recorded between the owner of Tax Parcel 19-2B-005 and the site owner to allow encroachment of the driveway within the 5’ setback area.

PEDESTRIAN ACCESS:
Sidewalk access is proposed along Shiloh Road and into the site to the parking area and building entrance. A sidewalk is also proposed from the building to the dumpster enclosure and loading area.

UTILITIES:
Water: College Township Water Authority has an 8-inch public main adjacent to the west side of Shiloh Road. A directional bore for a 2” service under Shiloh Road and a 1” meter pit and connection to the building is proposed.

Sanitary Sewer: An existing UAJA public sanitary sewer main and easement is immediately adjacent to the north side of the property line. A new 6-inch lateral connection is proposed from that main, to the site and the north side of the building.

STORMWATER MANAGEMENT:
As noted previously, the site is in the wellhead protection zone which prohibits infiltration into the subgrade. Therefore, an underground closed detention system is proposed at the front of the site with filtration measures being proposed for BMPs prior to some of the site’s stormwater entering the underground system. The stormwater system will connect to the existing 18” conveyance piping along Shiloh Road. A PennDOT HOP will be required for this connection.

LANDSCAPING & LIGHTING
Landscaping:
Parking lot screening is proposed at all parking bays facing outward from the site. Trees are proposed at 1 per every 35 LF and shrubs at 15 per every 35 LF. Canopy trees are also proposed in parking islands. Groupings of evergreen screenings are also proposed at the north property line and around the dumpster.

Lighting:
The Jersey Mike’s development is designed with a combination of light fixtures, all being LED. Exterior pole-based fixtures of 25-foot heights are proposed around the perimeter of the parking areas and near the entrances. Building mounted lights are also proposed to complement the pole mounted lights to provide the required levels of illumination in the parking areas, sidewalks and at the building entrances. Due to the proximity of the driveway to the adjacent southern property line, there is an encroachment of illumination exceeding the levels per the ordinance. A reciprocal lighting agreement between both property owners will be executed and recorded to allow the trespass of illumination from both properties on to the other.
COLLEGE TOWNSHIP
MANAGER’S UPDATE

December 6, 2023

Status:  (C) = Complete;  (I) – Incomplete;  (D) = Dropped;
(R) - Rewritten

(I)  21-04 Dale Summit Small Area Plan (SAP)
Comments: 9/11/23 Staff reviewed Draft #1 of FBC provided by DPZ.
Comments: 9/12-13/23 Staff met with DPZ to review comments. Draft #2 of FBC to be provided by DPZ within the next 45-days.
Comments: 10/16/23 Anticipating receipt of Draft #2 of FBC this week.
Comments: 10/23/23 Staff has received Draft #2 of the FBC. Staff to review and scheduled joint CTC/PC presentation with DPZ participation.
Comments: 12/4/23 Staff is finalizing their review of documents and planning for early 2024 joint CTC/PC kickoff meeting.

(I)  19-08 Solar Power Purchasing Agreement
Comments: 9/27/23 SPPA Working Group met to discuss status of legal review. Given the uncertainty expressed by a number of participants, the SPPA Management Team has asked those that may withdraw to express that intent soon. Centre County Refuse and Recycling Authority has formally withdrawn. State College Borough Water Authority will make its determination on 10/19.
Comments: 10/24/23 After consultation with Pam Adams of SPPA Management Team, both CT and CTWA extended energy contracts with Constellation for 18 months at a rate of less than $0.07 per KWH.
Comments: 12/4/23 Next SPPA Working Group meeting scheduled for 12/13. SPPA contracts are expected to be presented at that meeting, with action by municipalities slated for early 2024.
(I) 21-05 Path to Campus (East College Avenue Shared Use Path)
Comments: 7/14/23 New $1 million grant application submitted to Transportation Alternative Set Aside program (federal) in partnership with State College Borough through Delta Development. Delta planning to layer grants to cover updated project costs of $3.3 million.
Comments: 7/25/23 Presentation to Centre County Commissioners requesting letter of support. Resulted in broad press coverage.
Comments: 12/4/23 Based on resident request, staff is investigating the potential for crowdsourcing funds for infrastructure projects.
Comments: 12/4/23 Announcement of grant recipients for the TASA and CFA-MTF programs are anticipated in early 2024.

(I) 21-06 Nittany Casino at Nittany Mall
Comments: 1/25/23 PA Gaming Control Board awarded Category 4 license to S23C Gaming. Appeals to the PAGCB decision must be filed within 30-days and any appeal of PAGCB decision will be heard by PA Supreme Court.
Comments: 2/22/23 Zoning permits for commercial alterations submitted for former Macy’s building by 2901 ECA Associates. Projected value of work was estimated at $33 million.
Comments: 9/12/23 Pending court cases in Commonwealth Court consolidated to State Supreme Court.
CRCOG / REGIONAL MEETING REPORT

Name of Meeting Attendee: L. Eric Bernier

1. REPORTING ON: Centre County Metropolitan Planning Organization – Coordinating Committee meeting

   DATE: Tuesday 11/28/23

2. REQUIRES COUNCIL COMMENTS BACK TO COMMITTEE: YES

3. BRIEF OVERVIEW OF MEETING:
   o Special Announcements
     We welcomed Mike Tylka as the CRPA’s new Director, and Michele Barbin as the new Coordinating Committee representative for the Mountaintop Planning Region. (*Note the invite to meet-and-greet w/M. Tylka on Thursday 12/7*)
   o State College Area Connector (SCAC) Project:
     PennDOT staff and consultant team provided an update on the project.
     * (See the staff summary report)
     Of note in the report: PennDOT will hold public involvement meetings in the spring or early summer of 2024, where the alternatives and their impacts will be shared as refined alignments. Then in late 2024/early 2025 another round of public meetings will be held to present the recommended preferred alternative. So, we are at least a year and two more rounds of public involvement before a recommended preferred alignment.
   o Transportation Alternatives (TA) Set-aside Program:
     * (See the staff summary report)
     Of note in the report: Note the ranking score the College Township project received for our application to use TA funds to construct our East College Avenue Shared Use Path project.
   o CCMPO Strategic Plan:
     * (See the staff summary report)
     Not noted in the report: The two Bylaw changes adopted by the Coordinating Committee did not get the required minimum of 12 votes (two thirds of the 18 voting members). They both failed by a 10-1 and 9-1 vote. So, they were clearly supported by a majority of the voting members but failed to reach the threshold due to abstentions and absences.
   o Unified Planning Work Program:
     * (See the staff summary report)
   o Performance Based Planning and Programming:
     Staff provided a report on the required Annual Report about Transit Asset Management (TAM) Plans for CATA and Centre County Office of Transportation measures. The Committee also approved a motion to direct staff to plan and program projects that contribute toward the accomplishment of the established PennDOT statewide PM1 safety targets.
   o 2023-2026 Centre County Transportation Improvement (TIP) Revisions:
     The Coordinating Committee received a presentation on staff’s recommendations on how to utilize Carbon Reduction funds for the 2023-2026 TIP- new funding source to complete projects on the TIP.
   o 2025-2028 Centre County Transportation Improvement Program (TIP) Revisions:
     The committee their first look at the draft of the new 2025-2028 TIP. Due to the increase in formula funding resulting in part from the BIL legislation, it appears the MPO will be able to include more projects in this TIP than in recent years. This TIP will need to be finalized and adopted at the May 2024 Coordinating Committee meeting.
STATE COLLEGE AREA CONNECTOR (SCAC) PROJECT

The Coordinating Committee received an update regarding the SCAC Project. Mr. James, PennDOT’s project consultant, reported that PennDOT’s design team has completed over 90% of the field verifications and farm interviews. Mr. James reported that with the help of the Coordinating Committee, PennDOT received 21 confirmations from consulting parties, which are entities that have economic or legal interest in the historic resources within the study area. PennDOT will soon schedule meetings with the consulting parties to take place in spring of 2024. PennDOT has also prepared a Notice of Intent to prepare an Environmental Impact Statement, which has been submitted to the Federal Highway Administration (FHWA) for review. PennDOT anticipates the approval will be released in spring of 2024, which will kick off the National Environmental Policy Act (NEPA) and Preliminary Engineering (PE) phases. PennDOT will hold public involvement meetings in spring or early summer of 2024, where the alternatives that were developed during the Planning and Environmental Linkages (PEL) study will be presented as refined alignments, along with the impacts of each alignment. In late 2024 or early 2025, PennDOT will hold another round of public meetings to present the recommended preferred alternative. Mr. James clarified that PennDOT is about a year away from final recommendation of a preferred alignment.

TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE PROGRAM

The Coordinating Committee approved the review and comments on the TA Set-Aside candidate applications:

- **Belleville Borough**: Pedestrian Safety Improvement - A school speed limit sign solar upgrade for SR 550 corridor at the intersection of Penn Street and between McAllister Street and Airport Road. Overall project rank: 58

- **College Township**: East College Avenue Shared Use Path - Construct a multi-use path between Puddintown Road connecting the Penn State University path. Overall project rank: 75

Several clarifying questions were answered by staff. After discussion, the Coordinating Committee included comments for each project, noting that the applications demonstrated the potential for positive economic impacts within the study areas.
The Coordinating Committee received a presentation from staff regarding the proposed changes to the CCMPO Bylaws as a result of the CCMPO Strategic Plan and the results of the Technical Committee’s discussion and vote. A majority of the Technical Committee members were opposed to the proposed changes to the Technical Committee structure. After discussion, the Coordinating Committee did not take action on this item and will continue discussions on this topic at future meetings.

The Coordinating Committee took action to amend the CCMPO Bylaws to change the length of terms from two years to four years, as well as the appointment schedule. The changes include staggering the appointment schedule so that all members are not appointed in the same year. The first tier of appointments include the Centre Region municipalities, which will have an initial term of two years; then four years thereafter. The second tier of appointments include PennDOT, CATA, and the CRPC, which will have an initial term of three years; then four years thereafter. The third tier of appointments, which begin as a four-year term, include Moshannon Valley, Mountaintop, Lower Bald Eagle, Upper Bald Eagle, Nittany Valley, and Penns Valley Planning Regions, and the Centre County representatives.

Lastly, the Coordinating Committee took action to develop a structure and Bylaws for a Projects Committee to provide advice and recommendations related to the selection of transportation projects for grant funding. The projects committee will be comprised of five voting representatives to be appointed by Centre County government, PennDOT District 2-0, CATA, CRPC, and the CCPCDO.

The Coordinating Committee adopted the FY 2024-2025 UPWP, which lists certain policy actions that must be taken by the CCMPO as well as work tasks to be completed by the CRPA, CATA, and the CCPCDO on behalf of the MPO. The Federal Highway Administration (FHWA) and PennDOT have requested that MPOs and RPOs prepare a one-year UPWP for FY 2024-25 and return to a two-year format the following year. This one-year approach will help to better phase the review process in succeeding cycles. Guidance for the FY 2024-25 UPWP including provisions addressing the Infrastructure Investment and Jobs Act (IIJA) and the funding available, was received on October 10. The UPWP was revised and resharpened with FHWA, PennDOT Central Office, and the Federal Transit Administration for continuing review on October 26.

### 2024 Meeting Schedule

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Meetings will continue to take place both online (Zoom) and in person (COC Building 2643 Gateway Drive, State College).
Public Open Discussion: None

Plans

Juliet A Umberger and Margaret E. Rockenbeck: Final Subdivision: November 08, 2023

P/C reviewed and approved recommending to Council for approval of the subdivision plan based upon the following waivers:

Waiver #1: Approved request for waiver of 180-16.B(2) for additional 8’-5” of ROW along Old Boalsburg Road due to an existing dwelling and garage which fall within the portion of additional ROW.

Waiver #2: Approve to defer construction of sidewalks until time that the owner create a land development plan of the site for a period of 2 years from the recording date of this subdivision. This would apply to both Old Houserville Road and Houserville Road.

Waiver #3: Approve request for waiver of 180-19.B for Lot #2 as this lot is intended for conservation purposes and future septic requirements are anticipated. If the lot would require sanitary service, the lot owner shall be responsible to satisfy the sanitary needs at no expense of College Township including lot installation or sanitary sewage system extension.

Waiver #4: Approve a request to waiver of 180-19.B for Lot 1RR as this lot is presently served with on-site septic. Should this lot experience septic failure, the lot owner shall be responsible for satisfying the sanitary needs at no expense to College Township including but not limited to, on-site installation or sanitary sewage system expansion.

Other conditions: Address any outstanding issues and developed by Township Engineer and or staff.

Fully comply with College Township Code Section 180-12.

All P/C members voting to approve.


There was some limited discussion about internal traffic circulation however to revisions were recommend to site geometry.

There was some discussion about the location of the take-out window with front traffic circulation. Engineer of record stated they would review our concerns.

The planning Commission voted to recommend to Council to approve the preliminary/final Land Development Plan. All P/C members voting to approve.

New Business: Workforce Housing Remand

The Planning Commission and staff discussed the task of offering our opinion and recommendations to the preliminary ordinance. After initial discussion by all members it was recommended that the P/C develop question to Council for their consideration prior to us moving forward with our review.
Number 1: How does the Township plan to offer realistic incentives to developers and bankers to construct single family workforce housing?

Number 2: Regarding Owner-Occupied Units, how do we maintain the 60-120% AMI in resale?

Number 3: Clarify Bulletin #1 to recognize social-economic diversity of neighborhoods. What does this mean in more detail?

Number 4: How do we prepare for changes in the AMI?

Number 5: Does College Township have any percentage in mind for amount of workforce housing in the Township? What is your goal in the next few years?

Robert Hoffman
Planning Commission member.

Planning Commission minutes: 11.21.23
CA-1 Minutes, Approval of
   a. November 14, 2023, Special Budget Work Session
   b. November 16, 2023, Regular Meeting

CA-2 Correspondence, Receipt/Approval of
   a. Email from Daniel Materna, dated November 15, 2023, regarding Casino
   b. Email from Daniel Materna, dated November 16, 2023, regarding Casino
   c. Letter from First Night State College, dated November 21, 2023, regarding thank you for sponsorship of First Night State College ice sculpture
   d. Millbrook Marsh Nature Center Phase II Spring Creek Education Building and Welcome Pavilion project sidewalk installation

CA-3 Action Item, Approval of
   a. Project 23-16 Traffic Signal Replacement bid award to Kuharchik Construction, Inc. in the amount of $164,500.00.
ATTENDED BY –
COUNCIL:

Dustin Best, Chair
D. Richard Francke, Vice Chair
L. Eric Bernier
Susan Trainor
Anthony Fragola

STAFF:

Adam T. Brumbaugh, Township Manager/Secretary
Don Franson, P.E., P.L.S, Township Engineer
Amy Kerner, P.E., Public Works Director
Robert T. Long, Finance Director
Mike Bloom, Management Analyst

OTHER:

Tracey Mariner, Council-Elect

CALL TO ORDER:

Mr. Dustin Best, Chair, called to order the November 14, 2023, Special Budget Work Session of the College Township (CT) Council at 5:30 PM.

OPEN DISCUSSION

No Open Discussion matters at this time.

NEW BUSINESS: 2023 Proposed College Township Budget

Council discussed the following items pertaining to the 2024 budget:

- Reviewed Manager’s 2024 budget memorandum;
- Reviewed year-end 2023 revenue projections and fund balances;
- Reviewed and discussed Capital Reserve Funds and their use within the 2024 budget;
- Reviewed 2024 expenditures; and
- Discussed holding 2024 tax rate steady at 6.10 mils.

ADJOURNMENT:

Chair Francke adjourned the November 14, 2023, Special College Township Council Meeting at 8:17 PM.

Respectfully Submitted By,

Adam T. Brumbaugh
Township Secretary/Manager
CALL TO ORDER: Mr. Dustin Best, Council Chair, called to order the November 16, 2023, regular meeting of the College Township (CT) Council at 7:00 PM, and led in the pledge of allegiance.

PUBLIC OPEN DISCUSSION: No Public Open Discussion Items brought forward.

NEW AGENDA ITEMS: No items were added to the agenda.

SPECIAL PRESENTATION

SP-1 Centre Tax Agency

Ms. Jacqui Fuge, Centre Tax Agency, State College Borough Tax Services Director, addressed Council with an overview of their services. The Tax Services Division collects Local Earned Income & Net Profits Tax (EIT), Local Services Tax (LST) and Real Estate Tax. The Centre Tax Agency’s commission rate to collect EIT is 2.4%, with an annual reconciliation to actual costs and refunds issued to members. Ms. Fuge reported the total collections and distributions in 2022 totaled $83.8 million. Close to 80% of EIT collected is distributed to members.

The contract between the Borough and the Centre County Tax Collection District expires on December 31, 2023, The Centre County Tax Collection District voted to renew the contract on November 2, 2023, which will be in effect until December 31, 2028. Ms. Fuge outlined the key changes in the contract.

Ms. Fuge offered a cost allocation is developed each budget cycle to account for personnel expenses related to Borough vs. Agency functions. The Division takes extensive measures to protect taxpayer data. Ms. Fuge outlined the protective measures taken. The Tax Services Division uses First National Bank. Tax funds are not commingled.

College Township saw an average increase in EIT of 3.52% and an increase in LST of .88%. Portion of delinquent collections averages 2% or just under $34,000 per year. Delinquent collections increased by
$17,550 as compared to the prior year. Non-Resident withholdings make up approximately 6.2% or on average $107,000 per year.

Ms. Fuge reported that employers make up 85% of LST filers, while 15% is made up of self-filers. The Division continues to see an increase in the number of remote employers – 23% increase in remote employees compared to 2021.

**SP-2 College Township Financial Update**

Mr. Robert Long, CT Finance Director, offered a Year-To-Date (YTD) Financial Update to Council. He shared a timeline for the adoption of the 2024 budget. The final 2024 budget is set to be adopted on December 21, 2023.

Mr. Long reported YTD as of 11/15/2023 collection of property tax is $2,706,729. The projected property transfer tax collected in 2023 is $620,000. The projected Earned Income tax collected in 2023 is $2,108,000 and the Local Services Tax is $710,000. The collection of PSU impact fee is $315,000 over budgeted amount and zoning permits collected is $73,000 over budget. Investment income is $126,000 over budget.

Mr. Long offered that of the $689 million in assessed property values in College Township, $220 million are exempt properties.

Mr. Long discussed the list of Capital Asset Investments made in 2023 which include HVAC Controls, CT Building Walkway Heating, (3) dump trucks replaced, (2) dump truck chassis, road projects with Liquid Fuel funds, office exterior, Centre Hills Traffic Calming and storm pipe inspections. The playground equipment in Spring Creek and Mountainside Parks will be delayed until the spring.

**REPORTS:**

a. Manager’s Update

Mr. Brumbaugh offered the invoices for legal services have been issued for the Solar Power Purchasing Agreement. Nothing else to report.

b. COG Regional, County, Liaisons Reports

**CT Industrial Development Authority (CTIDA):** Ms. Trainor reported the CTIDA met on November 15, 2023, and received a report from the Executive Director, moved to eliminate the $50/month director honorarium, moved for the Executive Director to take on loan administration services, and recommended the board seek RFP for auditing services. They also approved access to QuickBooks for the Executive Director.

**Spring Creek Watershed Commission (SCWC):** Mr. Best reported the SCWC met on November 15, 2023, and heard a presentation regarding the State of the Watershed Summit.

**COG Finance Committee:** Mr. Francke reported the Finance Committee met on November 16, 2023, and discussed the 2022 COG Audited Financial Statements, the Municipal Comments on the COG 2024 Budget, 2024 Budget Final Steps, Parks and Recreation Mobile Concession Budget amendment, and the energy procurement agreement.

Mr. Francke explained the Parks and Recreation Mobile Concession budget amendment in detail, which includes the purchase of two food carts instead of one food truck.
COG Climate Action and Sustainability (CAS) Committee: Mr. Fragola reported COG CAS Committee met on November 13, 2023, and reviewed the RFP for refuse and recycling contract.

c. Staff/Planning Commission/Other Committees

Planning Commission (PC): Mr. Hoffman, PC Liaison to Council, offered the PC did not meet so there is no update.

d. Diversity, Equity, Inclusion & Belonging (DEIB) Reports (Public Invited to Report)

Mr. Brumbaugh offered November 16, 2023, is Grief Awareness Day.

CONSENT AGENDA:

CA-1 Minutes, Approval of
a. November 2, 2023, Regular Meeting
b. November 8, 2023, Special Joint Council/PC Work Session

Mr. Bernier made a motion to accept and approve the November 16, 2023, Consent.
Ms. Trainor seconded the motion.
Motion carried unanimously.

OLD BUSINESS:

OB-1 College Township 2024 Budget

Mr. Brumbaugh offered that before Council is the proposed 2024 budget. Council met in an advertised Work Session on November 14, 2023, to review the proposed budget. Mr. Brumbaugh added that once Council approves a proposed budget, it would be available to public for inspection until the adoption of the budget, which is anticipated for December 21, 2023.

Mr. Brumbaugh offered a review of the 2023 budget. There was no tax increase in 2023 despite the 40-year high inflation, due to revenue from incremental tax increases in 2020 and 2021, fiscal discipline in primary COVID years of 2020-2022, anticipated return to “normal” revenue from PSU impact fee, and continued allocation of American Recovery Plan funds. Staff anticipates ending the 2023 budget year with a projected savings of $1,599,503.

The proposed 2024 Property Tax Rate will remain at a millage rate of 6.10 with 1.85 mills dedicated to the General Fund., .70 mills for Fire Protection, .40 mills for Road Machinery, 1.37 mills for Parks and Recreation. .67 mills for library and 1.11 mills for debt services. Staff projects receipts in 2024 of $10.2 million from multiple funding sources such as Property Taxes, Enabling Taxes, Long Term Debt, Intergovernmental, charges for services and fees, and all other sources. Expenditures in 2024 are projected at $11.97 million.

Significant 2024 Capital Projects include equipment replacements - $291,000, road projects - 557,170, signals and signage - $892,300, building and grounds - $161,100, Stormwater - $1,204,270, and Park and Recreation (excluding COG) - $203,375.
Council offered some suggestions for categorizing the Fire Relief line item in the General Funds and received clarification on the Parks and Recreation expense line.

Mr. Bernier made a motion to adopt the 2024 proposed draft College Township budget and authorize Staff to advertise for Public Inspection and a Public Hearing at the December 21, 2023, CT Council Meeting.
Mr. Fragola seconded the motion.
Motion carried unanimously.

Mr. Brumbaugh added his thanks to Mr. Long and the Finance Department for their work in preparing the budget. Also thanks to Mr. Mike Bloom, Assistant Township Manager, for his efforts regarding the budget.

NEW BUSINESS   No New Business Items

STAFF INFORMATIVES: Mr. Brumbaugh mentioned that the Township did receive the Liquid Fuels Audit Report, which is included as a Staff Informative.

Council asked about the article in the paper regarding Jersey Mike’s. Mr. Brumbaugh clarified that the Jersey Mike’s mentioned is slated to be located in College Township on Shiloh Road.

OTHER MATTERS: Ms. Snyder, Assistant Township Secretary, reminded Council of the upcoming ABC/Staff Appreciation Banquet to be held on December 1, 2023, at the Wyndham Garden State College. She also added that College Township is also hosting a PSATS Planning Commission training on November 28, 2023.

ADJOURNMENT:

Chair Best called for a motion to adjourn the meeting.

Mr. Bernier moved to adjourn the November 16, 2023, Regular College Township Council Meeting.
Chair seconded the motion.

The November 16, 2023, Regular College Township Council Meeting was adjourned at 8:28 PM.

Respectfully Submitted By,

Adam T. Brumbaugh
Township Secretary
Good morning, Mr. Glantz,

The attachments are provided to keep you informed. That locally formed LLC in College Township is mentioned in the attachment dated 10/16/2023.

The current status of the case, dated today, is also attached. Please note that additional documents are expected to be filed later today as required by the deadline included in the entry of September 15, 2023.

Sincerely,
Dan Materna
Howard, PA
IN THE SUPREME COURT OF PENNSYLVANIA
MIDDLE DISTRICT

STADIUM CASINO RE, LLC : 20 MM 2023

Petitioner,

v.

PENNSYLVANIA GAMING CONTROL BOARD

Respondent.

DESIGNATION OF CONTENTS OF REPRODUCED
RECORD AND STATEMENT OF ISSUES ON APPEAL
BY APPELLANT STADIUM CASINO RE, LLC

Appeals from Orders of the Pennsylvania Gaming Control Board,
Docket Nos. 9923-2021 and 10577-2022

Related Action: Stadium Casino RE, LLC v. Pennsylvania Gaming Control Board,
No. 249 MD 2021, over which this Court exercised plenary jurisdiction on
September 6, 2023, Dkt Nos. 44 MM 2023, 50 MM 2023
Pursuant to Pa. R.A.P. 2154(a), Petitioner Stadium Casino RE, LLC ("Stadium") designates the following contents of the record that Stadium intends to reproduce and states the following issues for review:

**Designation of Contents of Reproduced Record**

Stadium intends to reproduce the following parts of the record:¹

**Non-Confidential Documents:**


3. The Pennsylvania Gaming Control Board’s (the "Board") Publication of Net Ownership Interests on Website (as of Apr. 1, 2021), attached to Complaint in Commonwealth Court Action as Exhibit 1

4. Bally’s Corporation’s Form 8-K, dated March 4, 2021, attached to Complaint in Commonwealth Court Action as Exhibit 2

¹ Documents will be reproduced with accompanying exhibits only where specifically stated, or where such exhibits are separately designated below.
5. Public, redacted version of SC Gaming OpCo, LLC’s Application for Category 4 License, submitted on March 2, 2021, attached to Complaint in Commonwealth Court Action as Exhibit 3

6. Public Hearing, Gaming Oversight Committee of the Pa. House of Representatives (Apr. 12, 2017) (excerpted statements of legislators and others), attached to Petition to Intervene as Exhibit B

7. Brief in Support of the Board’s Preliminary Objections to Complaint in Commonwealth Court Action (Sept. 17, 2021), attached to Petition to Intervene as Exhibit C

8. Brief in Support of SC Gaming OpCo, LLC and Ira Lubert’s (collectively, the “Lubert Parties”) Preliminary Objections to Complaint in Commonwealth Court Action (Sept. 17, 2021), attached to Petition to Intervene as Exhibit D

9. Verification of David Cordish (Aug. 23, 2022), attached to Petition to Intervene as Exhibit E

10. The Office of Enforcement Counsel’s Answer and New Matter to Stadium’s Petition to Intervene, PGCB Dkt. No. 10577-2022 (Sept. 6, 2022)

11. The Lubert Parties’ Answer, New Matter, and Affirmative Defenses to Stadium’s Petition to Intervene, PGCB Dkt. No. 10577-2022 (Sept. 6, 2022)
12. Transcript of Board Hearing on Stadium’s Petition to Intervene, PGCB Dkt. No. 10577-2022 (Dec. 14, 2022)


16. The Lubert Parties’ Slides at Licensing Hearing, PGCB Dkt. No. 9923-2021 (Jan. 25, 2023)

17. Board’s Order, PGCB Dkt. No. 9923-2021 (Jan. 24, 2023)

18. Board’s Order, PGCB Dkt. No. 9923-2021 (Jan. 26, 2023)\(^2\)

19. Board’s Adjudication, PGCB Dkt. No. 9923-2021 (Feb. 7, 2023)

20. Stadium’s Petition for Review to the Pennsylvania Supreme Court, No. 20 MM 2023 (Feb. 23, 2023)

21. The Commonwealth Court’s Opinion and Order Denying the Board’s and the Lubert Parties’ Applications for Certification for Interlocutory Review, 249

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\(^2\) The transcript of the Board meeting during which SC Gaming’s application was considered and approved appears to not yet be available. Stadium may supplement this record with the transcript when it becomes available.
MD 2021 (Apr. 5, 2023), attached as Exhibit 1 to Stadium’s Answer to Board’s Application in the Nature of a Motion to Maintain Portions of the Certified Record as Confidential For In Camera Review Only, 20 MM 2023 (Apr. 18, 2023)

22. Confidentiality Stipulation, 20 MM 2023 (Sept. 5, 2023)

23. Board’s Application in the Nature of a Second Supplemental Motion to Maintain Additional Portions of the Certified Record as Confidential For In Camera Review Only, with attached Index of Certified Record and supplements, 20 MM 2023 (Sept. 27, 2023)

**Documents Designated By the Board As Confidential**

24. Confidential Category 4 License Application to Board of SC Gaming OpCo, LLC, submitted on March 2, 2021, including schedules thereto ("License Application")

25. SC Gaming OpCo, LLC’s Amendments to License Application, submitted on March 26, 2021

26. SC Gaming OpCo, LLC’s Additional Amendment to Attachment to Schedule 5, submitted on August 16, 2021

27. Excerpts from Appendices 1, 4, 5, 6, 8, 12, 18, 34, 38, 42, and 44 to License Application, originally submitted on March 2, 2021 and amended on or around March 26, 2021
28. Confidential Category 4 License Application to Board of 2901 ECA Associates, LLC, submitted on or around March 2, 2021

29. Suitability Report of the Board's Bureau of Licensing for the License Application, with Exhibit 1 (Ownership Chart) and Exhibit 2 (Background Investigation Reports Package)

30. 2901 ECA Associates, LLC – Convertible Subordinated Promissory Notes issued to Robert Poole, Richard Sokolov, and AMK-SCG, LLC, dated Sept. 1, 2020 (all three notes merged into one document)

31. 2901 ECA Associates, LLC – Amended and Restated LLC Operating Agreement, dated March 1, 2021

32. 2901 ECA Associates, LLC – Assignment and Assumption Agreement, dated March 1, 2021

33. First Amendment to Convertible Subordinated Promissory Note issued to Richard Sokolov, dated Oct. 5, 2022

34. SC Gaming, LLC – Operating Agreement, dated Nov. 5, 2020

35. SC Gaming OpCo, LLC – Operating Agreement, dated Nov. 5, 2020

36. SC Gaming HoldCo, LLC – Amended and Restated LLC Agreement, dated March 2, 2021

37. Binding Master Term Sheet between Ira Lubert, 2901 ECA Associates LLC, and Bally’s Corporation, dated Dec. 31, 2020
38. Framework Agreement between Ira Lubert, SC Gaming Holdco, LLC, SC Gaming NewCo, LLC, and Bally’s Corporation (“Framework Agreement”), dated July 1, 2021

39. Amendment to Framework Agreement, dated April 12, 2022

40. Media & Marketing Plan for Bally’s Casino, attached to SC Gaming OpCo, LLC’s License Application at Appendix 29
Issues on Appeal

The issues raised on appeal are the following:

1. The Pennsylvania Race Horse Development and Gaming Act (the “Gaming Act”) requires the winning bidder at an auction for the right to apply for a Category 4 slot machine license to timely pay the bid amount. See 4 Pa.C.S. § 1305.2(c)(7). Did this prohibit the Board, as a matter of law, from accepting payment from not just the winning bidder (Ira Lubert), but also from other persons – themselves ineligible to bid or apply for this one Category 4 slot machine license under the May 2020 amendment to the Fiscal Code, Act 23 of 2020, P.L. 158 (May 29, 2020), § 7, codified at 72 P.S. § 1724.1-E(e) – who contributed to the bid payment in exchange for interests in the casino project?

2. The Gaming Act requires the Board to award the right to apply for a Category 4 slot machine license to the second-highest bidder at an auction if the winning bidder fails to timely pay the bid amount. See 4 Pa.C.S. § 1305.2(c)(8). Assuming the Court concludes that Ira Lubert failed to timely pay the winning bid, did the Board exceed its statutory authority and fail to comply with mandatory directives in the Gaming Act by considering SC Gaming’s application, rather than awarding the right to apply to Stadium (the second-highest bidder)?

3. The Gaming Act entitles only the winning bidder at an auction to timely submit an application for a particular Category 4 slot machine license, and
the winning bidder’s failure to do so “shall result in forfeiture of the bidder’s right to apply for the license.” See 4 Pa.C.S. §§ 1305.2(c)(10)(i), (ii). Did this prohibit the Board, as a matter of law, from treating applicant SC Gaming OpCo, LLC, an entity that indisputably was not the winning bidder and in which persons who were themselves ineligible to bid or apply for this one license hold ownership interests, as the winning bidder?

4. The Gaming Act requires the Board to conduct another auction for the right to apply for a Category 4 slot machine license if the winning bidder at the original auction fails to timely apply. See 4 Pa.C.S. § 1305.2(c)(10)(ii). Assuming the Court concludes that winning bidder Mr. Lubert failed to timely apply for the license, did the Board exceed its statutory authority and fail to comply with mandatory directives in the Gaming Act by considering SC Gaming OpCo, LLC’s application, rather than conducting another auction?

5. In Orders dated December 14, 2022, January 24, 2023, and January 25, 2023, the Board denied Stadium an opportunity to develop a record regarding whether SC Gaming OpCo, LLC and its affiliates are owned solely by Ira Lubert — a requirement the Board acknowledges is necessary for it to comply with Section 1305.2(c) of the Gaming Act — and instead relied on a narrow view of “ownership” that is inconsistent with the Gaming Act and this Court’s jurisprudence in
considering and granting the Category 4 license to SC Gaming Opco, LLC. Was this an error of law or an abuse of the Board’s discretion?

HANGLEY ARONCHICK SEGAL PUDLIN & SCHILLER

Dated: October 16, 2023

By: /s/ Mark A. Aronchick
    Mark A. Aronchick (Id. No. 20261)
    Jason A. Levine (Id. No. 306446)
    Cary L. Rice (Id. No. 325227)
    Gianni M. Mascioli (Id. No. 332372)
    One Logan Square, 27th Floor
    Philadelphia, PA 19103
    (215) 568-6200

Attorneys for Petitioner
CERTIFICATE OF COMPLIANCE WITH Pa.R.A.P. 127

I, Mark A. Aronchick, hereby certify that this filing complies with the provisions of the Case Records Public Access Policy of the United Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

Dated: October 16, 2023

/s/ Mark A. Aronchick
Mark A. Aronchick (Id. No. 20261)
Hangley Aronchick Segal Pudlin & Schiller
One Logan Square, 27th Floor
Philadelphia, Pennsylvania 19103
(215) 496-7002
IN THE SUPREME COURT OF PENNSYLVANIA
MIDDLE DISTRICT

STADIUM CASINO RE, LLC,

Petitioner,

v.

PENNSYLVANIA GAMING
CONTROL BOARD,

Respondent.

DOCKET NO.: 20 MM 2023

RESPONDENT PENNSYLVANIA GAMING CONTROL BOARD’S
ADDITIONS TO PETITIONER STADIUM CASINO RE, LLC’S
DESIGNATION OF CONTENTS OF REPRODUCED RECORD

AND NOW, this 26th day of October 2023, Respondent Pennsylvania Gaming Control Board ("Respondent," “PGCB” or “Board”), by and through its counsel, pursuant to Pa.R.A.P. 2154(a), hereby submits the following requested additions to Petitioner Stadium Casino RE, LLC’s (“Petitioner” or “Stadium”) Designation of Contents of Reproduced Record filed on October 16, 2023:

1 For ease of reference, where appropriate when identifying documents, short cites from Stadium’s Designation of Contents of Reproduced Record are used.

2 Unless otherwise noted, where a document is identified, it is inclusive of all exhibits/attachments/appendices thereto.
Non-Confidential Documents

1. *Complete* Petition to Intervene, including all exhibits and attachments to exhibits (see Item 1 of Stadium’s Designation of Contents of Reproduced Record).

2. *Complete* filing, inclusive of all exhibits, of The Lubert Parties’ Answer, New Matter, and Affirmative Defenses to Stadium’s Petition to Intervene (see Item 11 of Stadium’s Designation of Contents of Reproduced Record).


7. Transcript of Board’s Public Licensing Hearing on January 25, 2023, PGCB Dkt. No. 9923-2021.³

³ Footnote 2 in Stadium’s Designation of Contents of Reproduced Record indicated that this transcript was not yet available. It was subsequently determined by the PGCB that the transcript was available and submitted to the Court as part of the Certified Record; however, it was inadvertently not posted to the Board’s website. This situation has been corrected.
8. Excerpts of Transcript of Board’s January 25, 2023 Public Meeting, including a vote on SC Gaming’s licensure, PGCB Dkt. No. 9923-2021 (pages 42 – 44).^4

9. Stadium’s Application for a Stay of Proceedings at No. 20 MM 2023 (March 9, 2023)

10. Complete Answer to the Board’s Application in the Nature of a Motion to Maintain Portions of the Certified Record as Confidential for In Camera Review Only at 20 MM 2023 (April 18, 2023) (see Item 21 of Stadium’s Designation of Contents of Reproduced Record).

11. Stadium’s Answer to the Board’s Application in the Nature of a Supplemental Motion to Maintain Additional Portions of the Certified Record as Confidential for In Camera Review Only at 20 MM 2023 (August 21, 2023).

Confidential Documents

12. Complete License Application of SC Gaming OpCo, LLC, inclusive of all Attachments/Schedules/Appendices (see Item 24 of Stadium’s Designation of Contents of Reproduced Record).

^4 See footnote 3.


Respectfully submitted,

Pennsylvania Gaming Control Board
303 Walnut Street, Strawberry Square Commonwealth Tower/5th Floor
Harrisburg, PA 17101
(717) 346-8300

/s/ Stephen S. Cook
Stephen S. Cook
Chief Counsel
PA Attorney ID. No. 77807

Chad W. Zimmermann
Deputy Chief Counsel
PA Attorney ID. No. 314872

Daniel Straszynski
Assistant Chief Counsel
PA Attorney ID. No. 208866

Dated: October 26, 2023

*Attorneys for Respondent*

*Pennsylvania Gaming Control Board*
CERTIFICATE OF COMPLIANCE

I certify this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

It is specifically noted, however, that Section 7.0 (Confidential Information) and Section 8.0 (Confidential Documents) of said policy do not apply to “cases that are exempted from public access pursuant to applicable authority,” in this case, the confidentiality of certain records and investigative reports under the Pennsylvania Race Horse Development and Gaming Act, 4 Pa.C.S. §1206(f), and the Board’s Regulations, 58 Pa. Code §407a.3(a) and 441a.7(r).

Section 9.0F of the policy applies, as the information sought to be held in confidence in this matter, subject to only in camera review, is information with restricted access pursuant to state law.

Dated: October 26, 2023

/s/ Stephen S. Cook
Stephen S. Cook
Chief Counsel
CERTIFICATE OF SERVICE

I, Stephen S. Cook, hereby certify that on this 26th day of October 2023, I caused a true and correct copy of the foregoing *Additions to Petitioner Stadium Casino RE, LLC’S Designation of Contents of Reproduced Record* to be served on the following individuals via e-service through the Court’s PACFile system:

Mark A. Aronchick, Esquire  
Jason A. Levine, Esquire  
Gianni M. Mascioli, Esquire  
Cary L. Rice, Esquire  
Hangley Aronchick Segal Pudlin & Schiller  
One Logan Square, 27th Floor  
Philadelphia, PA 19103  
*Attorneys for Stadium Casino RE, LLC*

Stephen J. Kastenberg, Esquire  
Adrian R. King, Jr., Esquire  
Michael D. Fabius, Esquire  
Thomas W. Hazlett, Esquire  
Brian N. Kearney, Esquire  
Ballard Spahr LLP  
1735 Market Street, 51st Floor  
Philadelphia, PA 19103  
*Attorneys for SC Gaming OpCo, LLC and Ira Lubert*

/s/ Stephen S. Cook  
Stephen S. Cook  
Chief Counsel  
PA Attorney ID No. 77807  
Pennsylvania Gaming Control Board
## Supreme Court of Pennsylvania

### Docket Number: 20 MM 2023

#### November 15, 2023

### CAPTION

**Stadium Casino RE, LLC, Petitioner**  
v.  
**Pennsylvania Gaming Control Board, Respondent**

### CASE INFORMATION

- **Initiating Document:** Petition for Review  
- **Case Status:** Active  
- **Journal Number:**  
- **Case Category:** Administrative Agency  
- **Case Type(s):** Gaming Control Board

### CONSOLIDATED CASES

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### RELATED CASES

### COUNSEL INFORMATION

- **Attorney:** Aronchick, Mark Alan  
  Hangley, Aronchick, Segal, Pudlin & Schiller  
- **Address:** Hangley Aronchick Et Al  
  1 Logan Sq Fl 27  
  Philadelphia, PA 19103-6995  
- **Phone No:** (215) 496-7002  
- **Receive Mail:** Yes  
- **Receive Email:** Yes  
- **Representing:** Stadium Casino RE, LLC, Petitioner  
- **Pro Se:** No  
- **IFP Status:**

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Neither the Appellate Courts nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or omissions on the docket sheets.
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<th>Levine, Jason A.</th>
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Attorney:
King, Adrian Renz, Jr.
Ballard Spahr LLP
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(215) 864-8622
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Receive Email:
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Representing:
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Pro Se:
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IFP Status:

Attorney:
Cook, Stephen S.
Pennsylvania Gaming Control Board
Address:
303 Walnut St
5th Floor Commonwealth Tower
Harrisburg, PA 17101
Phone No:
(717) 346-8300
Receive Mail:
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Pennsylvania Gaming Control Board, Respondent
Pro Se:
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IFP Status:

Attorney:
Straszynski, Daniel Martin
PENNSYLVANIA GAMING CONTROL BOARD
Address:
303 Walnut St Strawberry Squarecommonwealth Tower 5th Fl
Harrisburg, PA 17101
Phone No:
(717) 214-9285
Receive Mail:
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Representing:
Pennsylvania Gaming Control Board, Respondent
Pro Se:
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Attorney:
Zimmermann, Chad Westcott
PENNSYLVANIA GAMING CONTROL BOARD
Address:
Pa Gaming Control Board
303 Walnut St FI 5
Harrisburg, PA 17101
Phone No:
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AGENCY/TRIAL COURT INFORMATION

Court Below: Pennsylvania Gaming Control Board

Division: Pennsylvania Gaming Control Board

Date of Agency/Trial Court Order: February 7, 2023

Docket Number: 9923-2021

Judge(s):

Order Type: Order

ORIGINAL RECORD CONTENT

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Record Remittal:

BRIEFING SCHEDULE

Petitioner

Stadium Casino RE, LLC

Brief

Due: November 15, 2023

Filed:

Intervenor - Respondent

Lubert, Ira

Brief

Respondent

Pennsylvania Gaming Control Board

Brief

Supplemental Reproduced Record

Due: October 27, 2023

Filed:

DOCKET ENTRY

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<td>March 9, 2023</td>
<td>Application for Relief in the Form of a Stay of Proceedings Pending Disposition of a Related Action</td>
<td>Petitioner</td>
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<td>Notice of Intervention&lt;br&gt;       Lubert, Ira&lt;br&gt;SC Gaming OpCo, LLC</td>
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<td>Motion to Maintain Portions of the Certified Record as Confidential for In Camera Review Only&lt;br&gt; Pennsylvania Gaming Control Board</td>
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<td>September 6, 2023</td>
<td>Order Issuing a Briefing Schedule and Denying Application for Stay</td>
<td>Per Curiam</td>
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<td>Comments:</td>
<td>AND NOW, this 6th day of September, 2023, in consideration of the Petition for Review, the Prothonotary is DIRECTED to establish a briefing schedule, with the matter submitted on the briefs.</td>
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<td>The Application for Stay is DENIED.</td>
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<td>The &quot;Application in the Nature of a Motion to Maintain Portions of the Certified Record as Confidential&quot; and the &quot;Application in the Nature of a Supplemental Motion to Maintain Additional Portions of the Certified Record as Confidential&quot; are GRANTED, WITHOUT PREJUDICE to Petitioner to advance arguments on merits briefing seeking disclosure of the subject documents.</td>
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<td>Comments:</td>
<td>AND NOW, this 15th day of September, 2023, the Expedited Application for Extension to Briefing Schedule is hereby granted only to the extent that Petitioner’s Brief and Reproduced Record shall be filed on or before November 15, 2023.</td>
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Neither the Appellate Courts nor the Administrative Office of Pennsylvania Courts assumes any liability for inaccurate or delayed data, errors or omissions on the docket sheets.
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Comments:
AND NOW, this 31st day of October, 2023, the "Application in the Nature of a Second Supplemental Motion to Maintain Additional Portions of the Certified Record as Confidential" is GRANTED.
Good morning, Mr. Glantz,

As you know, since August 2021 I have kept College Township's decision-makers informed of many significant actions regarding the proposed casino at the Nittany Mall.

As shown in the attachment, two additional documents were filed yesterday afternoon to meet the 11/15/2023 deadline established by the Court. Copies are available at a cost of $1.00 per page from the Prothonotary's Office which can be contacted at (717) 787-6181. I just talked with them.

Here are the page counts of the documents filed yesterday.

Petitioner's Brief - 68 pages

Petitioner's Reproduced Record -
Volume 1 - 570 pages
Volume 2 - 565 pages
Volume 3 - 841 pages (Confidential and not releasable)

The Prothonotary's Office advised the next step is for the opposing party (SC Gaming OpCo, LLC) to submit their planned Brief by the Court's deadline of December 18, 2023.

Sincerely,
Dan Materna
Howard, PA
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Comments:
AND NOW, this 31st day of October, 2023, the "Application in the Nature of a Second Supplemental Motion to Maintain Additional Portions of the Certified Record as Confidential" is GRANTED.

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<td>Stadium Casino RE, LLC</td>
</tr>
</tbody>
</table>
November 21, 2023

College Township
Adam Brumbaugh
1481 E College Ave
State College, PA 16801-6815

Dear Adam,

Your sponsorship support means so much to us—and our community!

The display of works of art carved from crystal-clear ice at First Night State College is always wonderful and greatly appreciated by all who come to Happy Valley to enjoy a family-friendly New Year’s Eve day.

Your sponsorship of a First Night State College ice sculpture this year will help attract locals and visitors alike and make this treasured community celebration of all that is possible in the New Year happen.

On behalf of the Board of Directors, staff, and volunteers who work year-round to produce First Night State College and the Central Pennsylvania Festival of the Arts, thank you for College Township’s contribution of $300 to sponsor a one-block ice sculpture for First Night 2024.

If you and your team would like to get involved in the First Night efforts in some extra way this year, please let me know. We’d love to hear your ideas, and we welcome your team as volunteers if you are interested.

We really appreciate your sponsorship for First Night State College 2024. We couldn’t do it without you!

Sincerely,

Pamela Snyder Etters
Executive Director

First Night State College
Central Pennsylvania Festival of the Arts
P.O. Box 1023 • State College, PA 16804 • (814) 237-3682 • Fax (814) 237-0708
firstnightstatecollege.com • arts-festival.com • office@arts-festival.com
December 1, 2023

College Township Council
1481 E College Avenue
State College, PA 16801

Dear Council,

Centre Region Parks and Recreation Authority is nearing completion for the sidewalk installation, which is part of the Land Development Plan for the Millbrook Marsh Nature Center Phase II Spring Creek Education Building and Welcome Pavilion project. To complete this work, the General Contractor, JC Orr & Sons, Inc., is proposing a concrete material for the surface rather than asphalt. Both Stahl Shaeffer Engineering and APArchitects, LLC, have reviewed the proposed modifications and confirmed the following:

A. The reason for this change is due to plants closing for the 2023 year.

B. Acknowledgement that the sidewalk will follow the minor site alignment per Construction Revision 11-07-2023 to sheets C4.0, C4.1, C4.2 (enclosed).

C. The proposed concrete sidewalk will be placed to the same finish elevation and slope as the bituminous sidewalk design.
   a. The bituminous sidewalk was 4” thickness of bituminous asphalt over 4” compacted sub-base (2A). The proposed concrete sidewalk is 4” thickness of concrete over 4” compacted sub-base (2A).
   b. The 4” compacted sub-base (2A) is the same for both sidewalk materials and is currently installed to support a 4” sidewalk thickness to achieve the finish elevations and slopes indicated per Construction Revision 11-07-2023, sheets C4.0, C4.1, C4.2.

D. Centre Concrete provided concrete design mix with standard fiber reinforcing for review. Stahl Shaeffer Engineering reviewed the information and provided a standard sidewalk detail for use (attached). Construction of the sidewalk is to follow specifications provided in PennDOT Publication 408 Section 676 and College Township Ordinance O-21-04.

E. Per discussion at Job Conference (11/28/23), questions raised about “deep broom finish” pulling fiber reinforcing up/out of concrete surface and difficulty with maintenance. CRPR’s preference was noted for standard/ light broom finish, referencing no issues with similar sidewalk installation and maintenance at Whitehall Park.
F. If the concrete proposal is acceptable, there will be no additional charges for any of the changes made to the walking path thus far.

G. It is JC Orr’s intention to complete the work this year.

The concrete details are attached for your reference.

Sincerely,

Kristy Owens, CPRP, CFEA
Parks and Recreation Director
Centre Region Council of Governments
kowens@crcog.net

Enclosure: Design Trail Concept Option 2-CA.2 GP Exhibit Red
Design Trail Concept Option 2-Site Plan Set
Concrete Sidewalk Detail REV
NOTES:

1. SIDEWALK CROSS SLOPE NOT TO EXCEED 2%.

2. PLACE CONTROL JOINTS (CJ) AT 15'-0" O/C MIN OR 20'-0" O/C MAX, FOLLOWING THE GUIDELINES BELOW:
   2.1. SCORE LINES TO BE HALF-DEPTH OF THE CONCRETE SECTION

3. PLACE EXPANSION JOINTS (EJ) AT 100'-0" O/C MIN FOLLOWING THE GUIDELINES BELOW:
   3.1. INSTALL 5" LONG "SPEED LOAD" SLEEVES, BY GREENSTREAK (OR APPROVED EQUAL), AND 10" LONG, 1/2" SMOOTH DOWELS AT 42" O.C. (MINIMUM TWO DOWELS PER EJ)
   3.2. INSTALL ASPHALT IMPREGNATED MATERIAL, CLOSED-CELL BACKER ROD AND POLYURETHANE SEALANT.
      3.2.1. FOR JOINTS 1/4" TO 1/2" WIDE, THE SEALANT WIDTH TO DEPTH RATIO SHALL BE EQUAL.
      3.2.2. JOINTS GREATER THAN 1/2" WIDE, SEALANT DEPTH SHALL BE 1/2".
   3.3. PROTECT JOINT SEALANT FROM PEDESTRIAN AND VEHICULAR TRAFFIC UNTIL IT COMPLETELY CURES.

4. FINISH WITH COARSE STILL BRISTLE BROOM PERPENDICULAR TO LINE OF TRAFFIC,
MEMORANDUM

To: College Township Council

From: Amy J. Kerner, P.E., Public Works Director

Thru: Adam Brumbaugh, Township Manager

Re: Project #23-16 Traffic Signal Replacement Project

Bid Award

Date: 12/1/2023

1. **Time/Date of Bid Opening:** 10:00 am on Thursday, November 30, 2023

2. **Project Description:**

   **East College Avenue / Squirrel Drive** - replacement of the pad-mounted signal cabinet including replacement of all cabinet equipment, all related equipment and appurtenances at the intersection of, as well as the replacement of all pre-emption detectors and LED confirmation lights.

   **East College Avenue / Porter Road** - replacement of all existing radar detectors with new Wavetronix detectors, Click 656 and all harnesses at the intersection of as well as adding (1) Matrix radar unit for Services Road.

3. **Advertisement for Bids:** Advertised on November 15 & 20, 2023 in the *Centre Daily Times*

4. **Number of Bid Packages Released:** 3

5. **Estimate/Budget:** $180,000 (Acct #19-433-450)

6. **Bids Received:**

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Kuharchik Construction, Inc.</td>
<td>$164,500.00</td>
</tr>
<tr>
<td>Exeter, PA</td>
<td></td>
</tr>
</tbody>
</table>
b. Dixon Electric, Inc
   Claysburg, PA
   $165,695.00

7. Anticipated Notice to Proceed: Spring 2024
8. Contract Time: 45 days after equipment has been shipped
9. Anticipated Completion Date: Summer 2024
10. Other Background Information: N/A
11. Recommendation: The following motion is recommended by Council:

   “Recommend award of Project #23-16 Traffic Signal Replacement to Kuharchik Construction, Inc., the low bidder, in the amount of $164,500.00”
To: College Township Council  
From: Adam Brumbaugh, Township Manager  
Re: CNET Closed Captioning  
Date: 12/06/2023

Attached please find a communication from CNET concerning the 2024 initiation of closed captioning on online programs available at cnet1.org. Currently, only the live YouTube video stream of College Township Council and Planning Commission meetings is closed captioned. Closed captioning of archived meeting on cnet1.org will provide College Township with the ability to address potential ADA issues.

Of course, there is a cost to each CNET partner that chooses to participate in captioning these meetings. Based on historic records of numbers of Council and PC meetings broadcast, it is estimated that the cost to caption Council meetings will be $1,020 per year and an additional $595 per year for PC meetings.

I strongly recommend that Council authorize the additional cost of captioning both Council and PC meetings beginning in 2024.

End of memo
MEMORANDUM

To: College Township Council

From: Adam Brumbaugh, Township Manager

Re: Centre Region COG - Residential Refuse and Recycling RFP

Date: 12/06/2023

The current COG/Waste Management contract for residential refuse and recycling services expires on March 31, 2025. The contract covers an estimated 16,200 properties in Benner, College, Ferguson, Harris, and Patton Townships.

During the November 27, 2023, meeting of the General Forum, members approved a motion authorizing the Centre Region Planning Agency to advertise a Request for Proposals (RFP) for the regional refuse and recycling contract.

General Forum members were presented with a draft copy of the RFP as discussed and considered by the Climate Action and Sustainability Committee, MSW Consulting, COG staff, and legal counsel over the past several months. Changes to the 2025 Refuse and Recycling Request for Proposals (RFP) procurement process and specifications were shared with members before considering the release of the RFP.

However, in addition to substantive changes to proposed trash and recycling collection over the next 5-year contract period – including side-arm collection vehicles and use of specialized containers – the RFP provides that some private streets/lanes currently being served under the existing collection contract will be excluded from similar service under a new contract.

While it has yet to be determined precisely which private streets/lanes in College Township may see a change in their current level of service under a new contract, the Manager has concerns about the exclusion of any private streets/lanes now being served. Members of Council will recall that College Township has fielded a number of persistent complaints about lack of trash collection during winter months since Waste Management assumed the existing contract of Advance Disposal. The concern is that formalizing exclusion of certain private streets/lanes within a new contract will require impacted residents to pay for a substantially degraded service over what is – or should – be provided now.

As Council is aware, the Centre Region Refuse and Recycling Program is NOT a voluntary program; all residential properties must participate in the program. In other words, all are required to pay for trash collection through the COG contract. To drastically modify service previously received and paid for by excluding certain private streets/lanes with no recourse but to pay for perceived or real reductions in that service is troublesome and problematic.
Council should review the COG RFP and the GIS mapping of private streets/lanes in College Township under consideration for exclusion in the upcoming trash contract and discuss potential remedies for impacted residents that may receive less service than other residences for identical quarterly costs.

The link below to the interactive map serves as a visual tool designed to facilitate the identification of private roads within the township that CCRRA currently does or does not provide curbside recycling service to or intends to exclude in the future.

https://college-township.maps.arcgis.com/apps/instant/sidebar/index.html?appid=896f5e90802a4e4ab13094c15408d826

End of memo
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SECTION I
Legal Notice
LEGAL NOTICE

On behalf of Benner, College, Ferguson, Harris, and Patton Townships, all in Centre County, Pennsylvania, the Centre Region Council of Governments (Centre Region COG) will receive proposals for the collection of residential refuse from approximately 16,200 residential dwelling units in Centre Region COG. Proposals will be accepted online until March 1, 2024 at 12:00 Noon at which time they will be opened online and posted publicly via PennBid. All documents and solicitation details are available at no cost on PennBid (https://pennbid-sandbox.bonfirehub.com).

Proposals are valid for a period of one hundred twenty (120) days. A pre-proposal conference will be held on January 17, 2024 at 10 a.m. in a Hybrid Meeting Format. Proposers are strongly encouraged to attend.

All Proposers must submit a proposal security or proposal bond in the amount of five-hundred thousand dollars ($500,000).

The Centre Region COG reserves the right to reject any and all proposals and to accept the proposal which is in the best interest of the Townships.
SECTION II
Instructions for Proposers
INSTRUCTIONS FOR PROPOSERS

1. Proposals shall be submitted online via the PennBid Program (https://pennbid.bonfirehub.com) no later than FRIDAY, MARCH 1, 2024 AT 12:00 NOON. The deadline for proposing will be strictly adhered to by the Centre Region Council of Governments (Centre Region COG) and any proposals received after the above stated date and time will not be opened nor considered by the Centre Region COG.

2. All proposals shall be complete and submitted on forms provided in this document by the Centre Region COG. No extraneous advertising materials shall be included. Proposers shall complete the electronic proposal form within PennBid “Requested Information” section, inclusive of all pricing items and required supporting documents as identified. A complete proposal shall include the following documents fully completed and executed:

   A. Proposal Price Forms
      Form A.1: Proposed Fees for Residential Base Services
      Form A.2: Proposed Fees for OPTIONS: Additional Residential Base Services
      Form A.3: Proposed Fees for Residential Additional Services
   B. Questionnaire
   C. Financial Statement
   D. Proposal Security or Proposal Bond
   E. Non-Collusion Affidavit
   F. Workers’ Compensation Affidavit
   G. CDL Drug & Alcohol Testing Form
   H. Performance Bond or Line of Credit

An incomplete proposal will be considered a non-responsive proposal and the Proposer will be removed from the pool of potential Contractors.

3. Proposal documents are available at no cost via the PennBid Program (https://pennbid.bonfirehub.com). All documents pertaining to the proposal shall be typed and must be signed in ink by the Proposer with their full name and address. If the Proposer is a partnership or corporation, the proposal documents must be executed by the authorized and appropriate officers of the partnership or corporation, with the title of the officer clearly stated.

5. To ensure good faith in making the proposal, each proposal must be accompanied by a certified check, cashier's check, treasurer's check, or proposal bond, payable to the Centre Region COG in the amount of five hundred thousand dollars ($500,000). The aforementioned check or bond shall
be forfeited to the Centre Region COG in the event the successful Proposer fails or refuses to enter into a contract for the furnishing of collection, transport, and disposal of refuse and recyclable materials, or fails to furnish all other matters required by the proposal documents. The aforementioned check or bond is not a penalty, but just and liquidated damages for delays or additional costs or expenses incurred by the Centre Region COG owing to the Proposer's failure to accept and execute the contract as required.

The aforementioned check or bond of the unsuccessful Proposers will be returned after the contract is awarded to the successful Proposer. The aforementioned check or bond of the successful Proposer will be returned to him/her after the execution of the contract and delivery of the required Surety, defined hereafter in Section III, Specifications Subsection 11.6, insurance certificates, and affidavits evidencing coverages as required by this proposal document. The Centre Region COG shall not be liable for any interest thereon.

6. The Centre Region COG will notify the successful Proposer by a notice of intention to accept their proposal and to make a formal award of the contract to him/her. Within fifteen (15) days from receipt of such notice, the Proposer shall furnish two (2) executed copies of all documents including, but not limited to: (a) Surety (b) Indemnity Agreement and (c) required insurance certificates and affidavits as outlined in the specifications. The Surety, insurance certificates, and affidavits shall be issued by companies authorized to transact business in the Commonwealth of Pennsylvania.

The Surety, defined hereafter in Section III, Specifications Subsection 11.6, shall be in an amount of one million seven hundred and fifty-thousand dollars ($1,750,000) and shall be maintained for the duration of the contract. This Surety shall be submitted in a form acceptable to the Centre Region COG.

7. Each proposal must be accompanied by a full and complete statement of the financial condition of the Proposer, under notarized oath, or completed by an independent certified public accountant. The financial statement shall be the most recent statement completed for the person, firm, or corporation.

8. All proposals shall be effective and shall remain firm and not be withdrawn for one hundred twenty (120) days from the date that the proposals are opened.

9. The Centre Region COG reserves the right to reject any or all proposals, and may re-advertise if that is in the best interest of the Townships. The Centre Region COG may waive technical defects if, in its judgment, the interests of the Townships shall so require and also reserves the right to nullify any contract if, in the opinion of the Centre Region COG, there shall be a failure at any time to perform faithfully any of its stipulations or, in the case of willful attempt, to impose upon the Centre Region COG materials or services inferior to those required by the contract.

10. The Centre Region COG reserves the right to award the Base Services proposal and/or any optional proposals as deemed in the best interest of the Centre Region COG.
11. No proposal will be considered from any person, firm, or corporation who defaulted in the performance of any contract or agreement made with the Centre Region COG or the participating Townships or who has been conclusively shown to have failed to perform satisfactorily under such contract or agreement and/or has been barred from work in the Commonwealth. The Centre Region COG reserves the right to reject any proposal from any person, firm, or corporation for whom it can be demonstrated that the terms of a similar contract(s) have not been fulfilled in a satisfactory manner.

12. Proposals which contain erasures or alterations, omissions or irregularities of any kind, or conditional proposals may be rejected as informal.

13. It is the Proposer's responsibility to be fully familiarized with all of the requirements of the proposing and contract documents, applicable ordinances of the Townships, Centre County, and applicable State and Federal laws and regulations. Proposers are also responsible for becoming familiar with the Centre Region and the Townships in terms of difficulty of refuse collection routes, number of households, volumes of refuse, zoning regulations, and locations of facilities important to carrying out the requirements of the contract. The Proposer's lack of familiarization with all aspects of the contract documents and/or the Centre Region or the Townships shall, in no way, diminish their responsibility to perform the contract in a manner which meets all of the terms and requirements of the contract documents.

For the first year of the contract, Centre Region COG estimates that there are approximately 16,200 residential housing units with individual refuse collection and curbside recycling collection. Please understand that the above is an estimated number and the actual number of residential housing units for which service must be provided could be more or less.

14. A pre-proposal conference shall be held on Wednesday, January 17, 2024 at 10 a.m. as a hybrid meeting. Attendance may be in person at the Centre Region Council of Governments at 2643 Gateway Drive in State College, or virtually via Zoom. Attendance at the pre-proposal conference is strongly encouraged for all contractors submitting proposals for collection service. The purpose of the pre-proposal conference is to allow contractors an opportunity to ask questions regarding the Request for Proposals for residential refuse and recycling collection.

15. Proposers shall submit all questions about the meaning or intent of the Proposal Documents via the “Messages/Vendor Discussions” tab in PennBid. Inquiries submitted in writing regarding the proposal documents must be received by 9:00 am Friday, February 16, 2024. All such responses to a Proposer's inquiry will be made available in writing and posted on the PennBid site as an Addenda.

(END OF INSTRUCTIONS FOR PROPOSERS)
SECTION III
Specifications
**SPECIFICATIONS**

**OVERVIEW**

The work and service to be provided under the contract shall consist of providing all equipment and labor for the weekly collection, transport, and disposal of residential municipal solid waste and items designated as recyclables from residential units in accordance with the Townships' Solid Waste and Recycling Ordinances. Collection vehicles shall be fueled with compressed natural gas (See Subsection 8.2.1).

This Request for Proposals includes the following:

- **Weekly automated cart system for Refuse collection (3 service levels for refuse)**
- **Weekly Recycling collection subcontracted as described in Subsection 7.3**
- **Option 1: Equipment and labor for billing and collecting refuse and recycling fees, payment of sub-contractors and other costs, and providing billing-related customer service**
- **Option 2: Bulk Waste collection at least two (2) times per year per residence**
- **Option 3: Source Separated Bulk Recyclables (tires, electronics, appliances) collection at least two (2) times per year per residence**
- **Option 4: Christmas tree collection during one (1) week per year in January**

Dumpster waste, construction waste, commercial and institutional establishment waste, and waste from industries is not included in the contract except to the extent that the Centre Region Council of Governments (Centre Region COG) may allow small commercial and institutional establishments, due to their volume and type of solid waste, to be treated as dwelling units for collection and disposal of solid waste and recyclable materials if the commercial or institutional establishment so elects.

The area to be served includes five Townships located in Centre County, Pennsylvania: Benner, College, Ferguson, Harris, and Patton (individually a “Township” and collectively the “Townships”). These Townships have a combined estimated total population of 60,739 residing in a geographic area of 151 square miles.

During the time period of January 1, 2020 through March 31, 2025, residential properties in this area received refuse/recycling/bulk waste/Christmas tree collection from Waste Management/WM under contract with the Centre Region COG. History since 2004 is below:

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Average # of households</td>
<td>11,877</td>
<td>14,239</td>
<td>16,000</td>
<td>16,100</td>
</tr>
<tr>
<td>Average annual refuse tonnage</td>
<td>11,626</td>
<td>11,224</td>
<td>11,571</td>
<td>12,312</td>
</tr>
<tr>
<td>Annual refuse/household (tons)</td>
<td>0.98</td>
<td>0.79</td>
<td>0.76</td>
<td>0.74</td>
</tr>
<tr>
<td>Annual recycling/households (tons)</td>
<td>0.22</td>
<td>0.20</td>
<td>0.19</td>
<td>0.19</td>
</tr>
</tbody>
</table>

*Average annual tonnage from 1.1.2020 – 8.31.2023
In 2023 there are approximately 16,200 customers receiving refuse, recycling, bulk waste, and Christmas tree collection services. Over the term of the current contract, the delinquency rate has been approximately 1%. To date, an average of 110 non-paying customers require suspension of service each quarter.

Proposers are advised that under the current CCRRA tipping fees of $84.00 per ton of refuse, the following monthly collection rates are currently in effect: $14.88 for regular 8-bag curb refuse ($9.55 Base Operating Cost + $5.33 Disposal Cost), $10.88 for low usage curb refuse ($9.55 Base Operating Cost + $1.33 Disposal Cost), $8.50 Unlimited Curb Recycling.

1.0 DEFINITIONS

**Bulk Waste:** all waste materials exceeding 40 pounds that are too large for collection in ordinary containers. Examples of bulk waste include furniture, bedding, prepared carpeting, prepared lumber, home owner generated small project construction materials, prepared glass panes, other oversized items too large to fit into the residents’ collection cart. Bulk waste shall not consist of any items that may be packaged and disposed of using regular trash collection procedures. Small bulk items that fit into the collection cart shall be included in regular trash collection. Bulk waste shall not consist of bulk recyclables.

**Bulk Recyclables:** recyclable items not collectable as bulk waste, specifically tires, covered device electronics as defined by PA Act 108, and white goods (appliances such as refrigerators, stoves, washers, dryers and other large appliances).

**CCRRA:** Centre County Recycling and Refuse Authority

**Centre Region COG:** Centre Region Council of Governments.

**Commercial:** any establishment engaged in a non-manufacturing or non-processing business including, but not limited to, stores, markets, office buildings, restaurants, shopping centers, and theaters. For the purposes of these proposal and contract documents, multi-family dwellings of 5 units of more, hotels, motels, mixed-use properties (combined business/residential on single parcel), and farms of ten (10) or more acres which use commercial dumpsters shall be considered commercial establishments. This definition does not include properties where primary permitted use is residential and accessory use is commercial (i.e., home occupations).

**Contractor:** the corporation, partnership, joint venture, individual, or other entity providing contract refuse and recycling collection under this contract.

**Customer:** the owner of any residential dwelling unit served by curbside refuse collection located within the Townships. Each residential unit served by curbside or at-the-door collection shall be considered a collection site.
**Dwelling Unit:** one or more rooms on premises which have cooking facilities and are arranged for occupancy by one (1) person, two (2) or more persons living together, or one family. Each dwelling unit served by curbside or at-the-door collection shall be considered a collection site.

**Farm:** a single parcel of land, which is used for normal agricultural purposes, of at least 10 acres which may include barns, greenhouses, and not more than three single-family dwelling units.

**Leaf Waste:** leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

**Mixed Use:** a single parcel of land that has a combined use of residential dwelling unit and commercial business where the permitted primary use is commercial and accessory use is residential.

**Recyclables:** the collection and separation of aluminum, steel, and bimetal cans; green, brown, blue, and clear glass; newsprint and bundles of magazines; unwanted mail; mixed office paper; cardboard; all plastic bottles (1 through 7); domestic corrugated cardboard; empty aerosol and paint cans; and any other materials per the Townships' Recycling Ordinances or added as material accepted by CCRRA from time to time.

**Recycling Red Bins:** for residential curbside collection the containers shall be approved by Centre Region COG and clearly identified as a recycling container. See Subsection 7.3.1 for more information on recycling bins.

**Refuse:** all municipal waste which is regulated by Pennsylvania Act 101 and the CCRRA. For the purposes of this contract, the following categories of solid waste are not permitted unless otherwise specified:

a. bulk recyclables, including tires and appliances
b. construction/demolition waste, except for small amount of home-owner generated construction waste placed in the collection cart or set out for bulk waste collection as specified in Subsection 16.2.
c. septage/sludge
d. infectious/pathological waste
e. ash residue
f. friable asbestos waste
g. source separated recyclable materials
h. covered devices (computers, televisions) as defined by PA Act 108
i. household hazardous waste
j. oversized refuse items
k. leaf and yard waste
1. unacceptable waste (see definition)

**Residential Dwelling:** the use of premises as a dwelling unit, served by curbside refuse collection, which includes detached single family dwellings, apartments, mobile homes, duplexes, and townhouses.

**Small Bulk Waste Items:** Items that may be disposed as refuse under the definitions that could fit in the weekly curbside collection cart.

**Subcontractor:** the corporation, partnership, joint venture, individual, or other entity performing a specific service under this Contract at the direction of the contractor. Includes the entity work under a subcontract agreement with the Contractor and is bound by the terms of this Contract.

**Townships:** includes the municipalities of Benner, College, Ferguson, Harris, and Patton Townships all in Centre County, Pennsylvania.

**Unacceptable Waste:** unacceptable waste consists of the following categories of solid waste:

a. hazardous waste
b. residual waste (as defined by PA Act 101)
c. unsterilized or unprocessed infectious or pathological waste
d. chemotherapeutic waste
e. gas cylinders
f. explosives and ordnance materials
g. liquid waste (i.e., containing less than 20% solids by weight or flowable)
h. drums, barrels, and buckets unless lids have been removed and interiors cleaned and free of any residue
i. radioactive materials
j. any solid waste generated either outside of the Townships or within the municipality by a person other than a customer

**Yard Waste:** Leaves, grass clippings, garden residue, tree trimmings, chipped shrubbery and other vegetative material. (Pennsylvania Municipal Waste Regulations, Section 271.1)

### 2.0 COVERAGE

This proposal requests fees for weekly curbside refuse and recycling collection, transport, and disposal from residential dwellings that have curbside collection, including single-family
detached dwellings, apartments, duplexes, mobile homes, and townhouses. Multi-family
dwellings of four (4) units or fewer must participate in the curbside program; whereas multi-
family dwellings of five (5) units or more may choose between the curbside program and
dumpster service. Farms as defined herein may opt out of mandatory participation in the
curbside program. In addition, the base level of service shall include small bulk waste items
(items that fit in the cart) collection for each residential unit.

Refuse, recycling, bulk waste, and Christmas tree collection from commercial properties are not
included in this contract.

3.0 COLLECTION METHOD

Centre Region COG requires the automated collection of the refuse. Collection of refuse will be
provided to all households for one Service Base Fee which will be the sum of the solid waste
collection services fee and the solid waste disposal services fee which is based on refuse cart size.

3.1 Refuse Cart: The container for residential curbside collection for refuse will be furnished
to each residence by the Contractor.

3.2 Solid Waste Collection Service Rate: The monthly cost per unit for refuse collection service.

3.3 Solid Waste Disposal Service Rate: The rate for disposal, based on the sizes of carts for 3 sizes
of Refuse Carts: 35-gallon, 65-gallon or 95-gallon.

3.3 Cart Program Implementation: Centre Region COG proposes one of the following phased
approaches to meet the required scope of service:

**Implementation Option A:** Centre Region COG will survey residents to choose their carts and
sign up for additional carts prior to the order deadline. The default size for a household that
doesn’t respond will be a 95-gallon Refuse Cart. They may opt to switch cart size once after the
first 30-60 days, and once per year thereafter without incurring an additional fee.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 2024</td>
<td>Outreach to residents for selection of cart size</td>
</tr>
<tr>
<td>November 2024</td>
<td>Final number of each cart size provided to Contractor</td>
</tr>
<tr>
<td>March 2025</td>
<td>Distribution of carts</td>
</tr>
<tr>
<td>April 1, 2025</td>
<td>Begin cart collection of refuse</td>
</tr>
<tr>
<td>May-June 2025</td>
<td>Residents may opt to switch cart size</td>
</tr>
<tr>
<td>1 time/year 2026-2029</td>
<td>Residents may opt to switch cart size</td>
</tr>
</tbody>
</table>

**Implementation Option B:** Residences will receive the cart size corresponding to their service
usage level as of September 2024. Low Use customers will receive a 35-gallon cart, and regular
use customers will receive a 95-gallon cart. They may opt to switch cart size once after the first
30 days, and once per year thereafter without incurring an additional fee.
3.5 CART CONTAINER REQUIREMENTS AND OWNERSHIP

The Contractor shall be responsible for purchasing the required carts, and they will remain the property of the Contractor at the end of the Contract. The Contractor shall deliver collection carts to each residence participating in the contract prior to the start of the contract, and to any units thereafter that do not have a cart due to new construction, wear and tear, or accidental damage. The Contractor is also responsible for any required maintenance of carts throughout the contract period.

3.5.1 Quantity of Carts: Centre Region COG will aid with determining the quantity of carts by providing address lists and educating the residents, but the Contractor is responsible for determining the final quantity of carts purchased.

For proposal purposes Centre Region COG has estimated the following distribution for cart usage:

<table>
<thead>
<tr>
<th>Cart Type</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>95-gallon Refuse Cart</td>
<td>9,200</td>
</tr>
<tr>
<td>65-gallon Refuse Cart</td>
<td>6,600</td>
</tr>
<tr>
<td>35-gallon Refuse Cart</td>
<td>2,000</td>
</tr>
</tbody>
</table>

17,800 carts

Some households will need additional carts beyond the one included in the base collection rate. Charges for additional carts (base collection and variable disposal) shall be specified on the Form A.3 Pricing Form. The Contractor is responsible to have additional carts available for purchase and delivery.

3.5.2 Costs for Carts: The cost of carts, cart distribution, maintenance, and recovery at the termination of the contract shall be included in the Solid Waste Collection Services Rate. Proposers should include in Price Form A.3 a separate cost per replacement for carts lost or damaged due to negligence by the customer.

3.6 CONTRACT TRANSITION

At the end of the contract period, should the Contractor not be awarded the next contract, the Contractor shall remove all carts from residential properties and work to schedule this removal with the Contractor awarded the next contract.
4.0 RATES AND MODIFICATIONS TO RATES

The Service Base Fee will be the sum of the solid waste collection services, the solid waste disposal services fee for each cart size, and the recycling collection and processing services fee. The Service Base Fee shall be adjusted annually for a CPI increase, tipping fee increase or decrease, and the CNG fuel cost increase or decrease as outlined below, and subject to the modification cap defined in Subsection 4.4.

4.1 CPI ADJUSTMENT.

Rates will remain fixed as set forth on Form A.1 Proposal Price Form and will not be adjusted for changes in the CPI (as hereinafter defined), until April 1, 2026. Commencing on April 1, 2026 and continuing annually on each April 1st, the Solid Waste Collection Services portion only of the Service Base Fee, excluding the Solid Waste Disposal Fee, Recycling Collection and Processing Fee, and any additional fees provided in Price forms A.2 and A.3, shall be adjusted by one-hundred percent (100%) of the Consumer Price Index, Northeast Region for All Urban Consumers, less energy, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the “C.P.I.”) increase or decrease from the most recent January to the preceding January. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. This adjustment shall be made prior to any Fuel Adjustment.

4.2 TIPPING FEE ADJUSTMENT

In the event of an increase or decrease in the tipping fee charged by the CCRRRA for refuse disposal, the following methodology shall apply in determining the annual adjustment to the Contractor's Solid Waste Disposal Services fee.

a) REFUSE WEIGHT: The 3-year average weight of refuse generated per household per year is 0.74 ton. This number will be updated based on actual data if the 12-month-average tonnage increases or decreases by more than 3%. (The 3% increase or decrease allowance is given since the tonnage is a variable rate for the different service levels and the 0.74 ton is based on the total average.) For purposes of this adjustment, it is assumed that 0.74 tons/household/year is specific for the default (95-gallon) service. The 65-gallon service is set at 75% of that amount (0.56 tons/hh/yr) and the 35-gallon is set at 40% (0.30 tons/hh/yr).

b) The Contractor or the Centre Region COG may request that the annual cost for residents be adjusted once every 12-month period based on the following formula: ($Tipping fee change) x (12-month average tons/hh for service level) = change in annual fee for refuse

All adjustments to the contract rate due to changes in the tipping fee must be requested within thirty (30) days from the time the CCRRRA adopts the change in the tipping fee. The Centre Region COG or Contractor shall submit the adjusted rates to the Centre Region COG Climate Action and Sustainability Committee for approval. The implementation of
the adjusted rate will be on or after the date of change in the tipping fee. However, all adjustments must be made at the beginning of a billing cycle.

4.3 FUEL COST ADJUSTMENTS

Fuel cost increases/decreases shall be calculated by January 3, 2025 and will become effective April 1, 2025, and shall be recalculated using the same formula and become effective on the same date each contract year thereafter. Adjustments may be made annually as set forth below unless, at Centre Region COG’s sole discretion, shorter intervals are permitted. However, all adjustments must be made at the beginning of a billing cycle. The Contractor or Centre Region COG may request a fuel cost adjustment.

For purposes of this Contract, the Solid Waste Collection Services fee per month per residential unit will be subject to fuel cost adjustments. The baseline price per gallon (gge) for CNG fuel will be set at the pre-proposal conference. All CNG fuel prices will be based on an annual average of the price per gallon at the Centre County Clean Energy Fueling Station located at 100 Transfer Road, Bellefonte, PA 16823.

Fuel cost increases/decreases shall be proposed by the Contractor or Centre Region COG. All fuel adjustment requests must be made in writing by either the Centre Region COG or Contractor. The requests shall include the identification of the last year’s fuel prices, the source of the data, the current contract fuel price and the adjusted contract fuel price. The Centre Region COG or Contractor shall have up to thirty (30) working days to respond to this request.

Fuel cost increases/decreases will be based solely on a formula using the following information and assumptions of the Centre Region COG:

A) ROUTE MILES PER WEEK: The estimated route miles for the Centre Region COG are 2,300 miles for refuse trucks. Route miles per week were determined by Centre Region COG based on past haulers’ information (route audits, etc.). This number may be adjusted solely by Centre Region COG as growth demands, routes change, or route audits determine new information. The contracted hauler may present data to Centre Region COG requesting a change.

B) HOUSING UNITS: The number of residential units per week to be serviced is 16,200 which will be adjusted annually as new homes are added.

C) MILES PER GALLON: 1.5 miles per gallon is the average garbage truck fuel economy for CNG.

D) ROUTE VEHICLES: 1 vehicle per home

E) WEEKS PER MONTH: 4.33 weeks per month.

F) VARIANCE PRICE PER GALLON: The variance of the cost of a gallon of fuel is calculated by taking the monthly average for the past 12 months compared to the baseline for the first year and comparing each average annually for the remainder of the contract.
G) The FUEL COST ADJUSTMENT PER HOUSEHOLD to be applied to the monthly collection fee shall be calculated as follows:

\[
\text{Gallons of fuel per month} = (\text{ROUTE MILES PER WEEK} ÷ \text{MILES PER GALLON}) \times \text{ROUTE VEHICLES} \times \text{WEEKS PER MONTH}
\]

\[
\text{Cost of fuel adjustment per month} = \text{Gallons of fuel per month} \times \text{VARIANCE PRICE PER GALLON}
\]

\[
\text{Fuel cost adjustments per household per month} = \frac{\text{Cost of fuel adjustment per month}}{\text{HOUSING UNITS}}
\]

4.4 ANNUAL CAP TO MODIFICATION TO RATES

Contractor agrees the annual modifications comprised of the CPI Adjustment, Tipping Fee Adjustment, Fuel Adjustment, and Recycling Collection and Processing Fee change shall not exceed a five percent (5%) increase to the Service Base Fee for any single year unless the COG, at its sole discretion, determines that an increase above the five percent (5%) threshold is warranted.

5.0 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

All municipal ordinances, county ordinances, laws of the Commonwealth of Pennsylvania, and of the federal government, and rules and regulations promulgated thereunder must be observed by the Contractor; including, but not limited to, Chapter 285, Pennsylvania Department of Environmental Resources - Municipal Waste Regulations. It is the Contractor's responsibility to be familiar with applicable laws, ordinances, rules, and regulations, and to comply with those requirements.

Contractor will be notified of any changes in municipal ordinance affecting the refuse and recycling program. Failure to comply with such mandates shall be deemed cause for termination of contract.

6.0 DISPOSAL SITE:

In accordance with the approved 2022 Centre County Solid Waste Management Plan, all refuse and recyclable material collected must be generated within the Townships and must be taken directly to the CCRRA Transfer Station, unless otherwise determined by the Centre Region COG in its sole discretion. A copy of the Centre County Solid Waste Management Plan is available upon request by contacting CCRRA.

7.0 SCOPE OF WORK, CONDITIONS, AND REQUIREMENTS

7.1 GENERAL CONDITIONS: The scope of work includes the furnishing of all labor and providing sufficient numbers of vehicles and other equipment required for the timely and efficient collection, transportation and disposal of all municipal solid waste, as well as the collection and transportation of recyclable materials to be collected under the Contract within the boundaries of the Townships.

Centre Region Council of Governments
Residential Refuse and Recycling Collection
Request for Proposals
As a community value, the Contractor is encouraged to:

- implement efficient, responsive and environmentally sustainable measures when selecting vehicles, routing trucks and other parts of its operations;
- purchase products which contain, whenever practical, the highest percentage of post-consumer recovered material;
- use recycled paper containing a minimum of 30% post-consumer content by the Contractor for all correspondence, including billing, between the Contractor and customers;
- and make a reasonable effort to hire locally available labor.

7.2 QUANTITY OF COLLECTION: Household refuse placed at the curb shall be collected once per week.

Unless otherwise stated, there shall be collection of properly prepared refuse, recyclable materials, and small bulk waste items for each residential dwellings located in the Townships, as specified within the terms of the contract between the Centre Region COG and the Contractor.

7.2.1 Occasional excess refuse: The Contractor shall be required to collect overages from households, including over-full carts, extra bags or items beside carts, or extra (non-contractor issued) containers, costs to be included in the Price Form A.3.

7.2.2 Special Pick Up: Centre Region COG does not require the Contractor to provide residents the ability to schedule a special pick up and pay a fee for that service. However, the contractor may propose this service and provide details on the questionnaire.

Special pick up service does not replace or preclude a resident from needing and getting a dumpster for large household refuse. Dumpsters can be obtained by residents for necessary home projects, but dumpsters cannot be used instead of the residential curbside program. If the home is vacant and under renovation with dumpster service, the home owner can request a vacancy credit. (See the Vacant Property Policy in Appendix D.) The need for dumpster service at a household is not managed by this contract. A household may choose their dumpster provider.

7.3 RECYCLING: The Contractor shall hire the Centre County Refuse and Recycling Authority (CCRA) as the subcontractor for collecting the weekly curbside recyclable material as defined under a Memorandum of Understanding (MOU) between Centre Region COG and CCRA. The MOU allows for a periodic review of the rate by November 1 of each year. All adjustments must be made at the beginning of a billing cycle.

CCRRA shall be responsible to collect and remove all recyclable materials which are segregated and placed in or adjacent to a clearly identified recycling container(s) at the curb on streets with public access from all residential dwelling units covered in this contract.
Segregated materials shall be placed in a compartmentalized vehicle, clearly identified as a recycling truck. The recycling collection services performed shall be expanded to include newly constructed units as they become inhabited in Township service areas.

Collection of recyclable materials shall be once a week on the same day of the week as household refuse collection. Recyclables shall be transported to the CCRRAs's recycling processing facility, unless otherwise determined by the Centre Region COG, and must be delivered source separated in a manner acceptable to the CCRRAs.

7.3.1 Recycling Bins: Initial bins for the recycling program have been distributed to eligible residential dwellings by the CCRRAs. For the purposes of this proposal document, it will be assumed that replacement bins will be delivered to the customer by the CCRRAs for $10.00 per unit. This fee shall be passed on to the customer through the Billing Contractor’s invoice process. The bins requested for new construction properties shall be provided by the CCRRAs (as funds are available) at no charge. A second bin requested for additional recycling shall be provided by the CCRRAs (as funds are available) at no charge.

7.3.2 Material or Price Adjustments: The CCRRAs will provide Centre Region COG and the Contractor with a minimum ninety (90) day notification period for the addition or deletion of any recyclable material. Upon the addition or deletion of a recyclable material, the Contractor may submit a price adjustment request that is necessary to meet the demands of collecting the recyclable materials. Any adjustment shall be subject to approval of the Centre Region COG Executive Director or designee.

All adjustments to the contract rate due to the addition or deletion of a recyclable material collected must be requested within thirty (30) days from the time the CCRRAs notifies the Centre Region COG and Contractor in writing of an addition or deletion of a recyclable material. The implementation of the adjusted rate must be made at the beginning of a billing cycle and on or after the addition or deletion of a recyclable material.

It is the Billing Contractor's responsibility to inform the customer of any price adjustment. It is acceptable to include this information in the Centre Region COG billing insert. It is the responsibility of Centre Region COG and CCRRAs to educate the public about the addition or deletion of a recyclable material.

7.3.3. Organics Recycling: Public health and safety, as well as environmental protection, are of primary importance to Centre Region COG. Therefore, the Centre Region COG is interested in a fully integrated municipal solid waste management program that encourages waste minimization and increases opportunities for recycling and organic (yard and food waste) composting. Centre Region COG is working with the CCRRAs to determine the most effective method for organics recycling. Organics is defined as yard and food waste. This project will be conducted independent of this contract.

7.4 AT-THE-DOOR COLLECTION: The Contractor shall provide at-door service for up to 95 gallons of properly prepared refuse at no extra charge in compliance with the Americans with
Disabilities Act of 1990. This service shall only be available to persons who are disabled as defined under the Act referenced above and whose dwelling unit does not have another individual capable of transporting the refuse to the designated location. The customer shall provide a clear and safe access to the collection containers.

The Contractor is advised that during the current contract period, an average of 20 elderly and/or infirmed customers annually have received at-the-door service for refuse at no extra charge. However, the contractor is also advised that the 2020-2024 contract provided an optional fee for at-door collection of which 385 residents took advantage. Only those residents that are determined to be eligible under ADA will be provided at-door collection under the terms of this contract.

At-the-door collection is not an option for recycling materials; however, exceptions are made through agreement between the Contractor and the Centre Region COG to comply with the Americans with Disabilities Act.

7.5 PRIVATE LANES. The Contractor shall be advised that some of the customers who currently receive at-the-door service reside on private lanes which are difficult to access. The Contractor shall provide curbside service at the end of the driveways to those homes on private lanes with the exception of homes on private lanes determined by the Centre Region COG to be excluded and therefore required to place carts for collection at the intersection of the private lane with the nearest public street. A map and list of these lanes is provided in Appendix E. Additional excluded private lanes will be at the sole discretion of the Centre Region COG.

7.5.1 Private Lane Waiver: The Contractor shall provide a suitable collection vehicle for use on private lanes or small public roads where a larger vehicle may cause roadway damage, or on excluded private lanes where a resident has been determined by the Township to be eligible for at-door collection in accordance with Subsection 7.4. The Contractor may develop a waiver of damages form and process. The Contractor will be responsible for administering the process. The form shall clearly state that the Centre Region COG and the Contractor are held harmless for any damages that may occur on the private road(s) in the course of the refuse and recycling collection. As part of this process, the Contractor shall be responsible for asking owner(s) of private road(s) to sign a waiver of damages. In the event such a waiver is not signed by the owner(s) of the private road, the owner(s) shall take their refuse and recyclable materials to the curb of the nearest public street for collection. The format for said waiver and administration of the process shall be submitted to the Centre Region COG thirty (30) days prior to commencement of the contract. Documentation of all waivers requested and signed should be provided to the Centre Region COG.

7.6 FREQUENCY OF COLLECTIONS: All collections from residential dwellings shall be made once a week during each calendar year of the contract period, essentially following the existing collection schedule. All changes to the existing schedule shall be approved by the Centre Region COG Executive Director or designee, as described in Subsection 7.7 below.
When a holiday falls on a regular collection day, that collection will be rescheduled on a day selected by the Centre Region COG Executive Director or designee, usually the next day following the holiday. Holidays may include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. These holidays match when the CCRRA Transfer Station is closed. There shall be no others without the prior approval of the Centre Region COG Executive Director or designee. The Centre Region COG shall be responsible for preparing and publishing in local media the holiday refuse collection schedules.

7.7 COLLECTION DAYS: In Appendix A is a map which indicates days of collection for each area. The following is an estimate of the number of properties serviced each day.

<table>
<thead>
<tr>
<th>Collection Day Refuse and Recycling Customers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
</tr>
<tr>
<td>Tuesday</td>
</tr>
<tr>
<td>Wednesday</td>
</tr>
<tr>
<td>Thursday</td>
</tr>
<tr>
<td>Friday</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

The Centre Region COG shall provide "routing" sheets to the Contractor within thirty (30) days of the award of the contract. It is Centre Region COG’s preference to keep the current routing the same to minimize customer confusion. However, Centre Region COG recognizes that in order to keep operational costs low, community growth patterns may necessitate the need for routing changes.

The Contractor shall submit proposed changes to these routing sheets to the Centre Region COG for approval by February 1, 2025. After the award of the contract, it shall be the responsibility and at the expense of the Contractor to send a postcard advising the customer at least one month in advance of the schedule changes.

During the contract period, the Contractor shall perform route audits (see Subsection 13.2) and if changes are deemed necessary to the collection schedule, they should be submitted to the Centre Region COG for approval at a minimum of sixty (60) days prior to implementation. After Centre Region COG’s approval, it shall be the responsibility and at the expense of the Contractor to send a postcard advising the customer at least one month in advance of the schedule changes.

7.8 COLLECTION HOURS: Residential refuse and recycling curbside collections shall be made between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday prevailing time. Collections may be made between 6:00 a.m. and 7:00 p.m. prevailing time from Memorial Day through Labor Day each year. When a holiday falls on a collection day and rescheduling is necessary, Saturday refuse and recycling service may be permitted with prior approval of the Centre Region COG Executive Director or designee. Proposers should be advised that currently the CCRRA’s Transfer Station is open 8:00 am to 4:00 pm Monday through Friday for refuse and recycling tipping, and on Saturday 8:00 am to 4:00
pm for refuse only tipping. Extended hours for weekdays, weekends & holidays are available per the CCRRA fee schedule (the 2024 schedule fee is included in Appendix C). The Transfer Station is closed entirely on Sunday and on the following holidays during the term of the contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The refuse collection schedule shall not prevent the collection of material on an emergency basis during other hours when necessitated by natural catastrophe, or other conditions beyond the control of the Contractor. The extension of the emergency hours shall at all times be subject to approval of the Centre Region COG Executive Director or designee.

7.9 SCHEDULE DEVIATIONS: In the event that as a result of mechanical breakdown, extraordinary weather, or other cause there is a likelihood of any delay or nonconformity to the collection schedule, the Contractor shall give immediate notice to the Centre Region COG and the affected Townships. Such notice shall not relieve the Contractor of liability for, nor impair the Centre Region COG's rights under this proposal with respect to such missed schedule.

Each Proposer shall provide a plan explaining how the Contractor will deal with schedule deviations due to technical or natural problems. See item 21 on the Questionnaire.

7.10 MISSED PICK-UP: In the event of any missed pick-up due to Contractor error, the Contractor shall collect from the missed locations within twenty-four (24) hours of notification, excluding weekends or holidays. All calls relating to missed pick-ups which are received shall be logged by the Contractor and such log shall be available for inspection by the Centre Region COG Executive Director or designee.

7.11 MANNER OF COLLECTION: Refuse carts shall be placed close enough to the curb or roadside to be accessible by the truck’s lift arm and this distance communicated to residents. Recycling bins and bulk items for collection from dwelling units shall be similarly placed close to the curb. Where there is no curb immediately next to the paved portion of the roadway, refuse carts must be placed within the road right-of-way, as close to the roadway as possible without actually being on the roadway. In the case of a dispute, the Centre Region COG Executive Director or designee shall decide the location to be selected for placing of carts by the customer. The customer shall provide clear and safe access to the collection cart.

All refuse shall be collected in a neat, clean, and professional manner. The Contractor shall load vehicles in such a manner as to prevent spillage. Any spillage shall be immediately cleaned up by the Contractor. All carts shall be handled as quietly as possible, being returned (not thrown) to the location where picked up. Carts should be returned in the condition they were found in the place where they were found. (If found in an improper location, the driver can return the cart to the proper place for collection along with a notice, see Subsection 7.12.) In the case of high winds, carts can be laid on their sides. Recycling bins shall be placed upside-down if they are emptied.
7.12 REJECTION NOTICES: Contractor shall affix rejection notices where practical or provide details that are accessible by the resident for any rejected material from the municipal solid waste, recycling, bulk waste, and Christmas tree collections, including but not limited to container not in the proper location, over the weight/volume limit, excluded items, and/or other conditions that impede the refuse and recycling from being handled properly.

7.13 INVESTIGATION AND REPORTING OF COMPLAINTS: It will be the duty of the Centre Region COG Executive Director or designee to investigate all complaints made of failure on the part of the customer within the Townships to comply with the provisions of the ordinances, to work to resolve all such complaints, and to report all violations to the appropriate municipal agency.

Should a customer have a complaint regarding the collection service (e.g., missed pickup, placement of container, damaged container, etc.) the first contact shall be with the Contractor. Should the issue remain unresolved at that level, the customer or Contractor may advise the Centre Region COG Executive Director or designee of the problem. The decision of the Centre Region COG Executive Director or designee shall be considered final and binding on both parties.

The successful Contractor shall agree to meet, on an as needed basis, with the Centre Region COG Executive Director or designee to review complaints and/or general collection problems and procedures.

7.14 YARD WASTE: Yard waste (defined on Page 12) includes leaf waste (defined on page 11) and other vegetative materials (e.g. ornamental grasses, fallen apples, pinecones, etc.). Centre Region promotes grasscycling therefore grass clippings shall not be collected in the refuse. This practice has been in place for over a decade.

Pennsylvania Act 101 requires certain municipalities ("mandated municipalities") to recycle certain items and provide for the collection and composting of leaf waste. Leaf waste includes: leaves, garden residues, shrubbery and tree trimming and similar material. College, Ferguson, and Patton Townships are mandated municipalities, but Benner and Harris Townships are not. Leaf waste is currently collected monthly by College, Ferguson, and Patton Townships for composting. Benner and Harris Townships collect leaf waste twice a year (Spring and Fall) to minimize the amount of leaf waste entering the landfill.

Therefore, neither Leaf Waste nor Yard Waste shall be collected in the garbage with the exception of small amounts of material unable to be collected by the municipalities including pinecones, apples, walnuts, and ornamental grasses. These materials may be placed with other refuse in the refuse carts provided the cart lids are able to close securely. The contractor may refuse to collect a cart containing grass clippings, leaves, brush, or branches.
8.0 PERSONNEL & EQUIPMENT

8.1 LICENSING: The Contractor is responsible for obtaining all applicable licenses from the Centre Region COG, the CCRAA, and other regulatory agencies, including the Department of Environmental Protection ("PA DEP") prior to the start of the contract period. These licenses shall be maintained during the term of the contract and any extension. Copies of all such licenses shall be made available to Centre Region COG within five (5) working days of the request.

8.2 LABOR AND EQUIPMENT: The Contractor/Subcontractor shall supply all labor, vehicles, tools, equipment, materials, and facilities for the weekly collection, transport, and disposal of all refuse and recyclables in strict conformity with this contract. Equipment shall be maintained in good working order and shall be kept in a safe, clean, and sanitary condition. Refuse and recycling material shall be collected in vehicles which are suitable for such collection and are dedicated for use in performance of such collections. Vehicles for the removal of such material shall meet all standards of the PA DEP and Pennsylvania Department of Transportation ("PA DOT"). Each vehicle shall have clearly visible on each side the identity of the Contractor, in a manner prescribed by the PA DEP and PA DOT, and shall have prominently displayed all mandated federal, state, county, and municipal licenses, permits, and identification signs. The vehicles shall be of metal, securely covered, watertight, strongly built, kept thoroughly cleansed and well painted. Open trucks or trucks covered with tarps will not be acceptable for the collection of weekly refuse and recycling unless approved by Centre Region COG prior to use. Open trucks may be used for the collection of bulk waste provided the truck is tarped, or otherwise covered to prevent spillage. The Contractor shall ensure that during the collection process traffic is disrupted or blocked as little as possible. The Contractor shall provide an adequate number of vehicles and personnel for regular collection services and performance of the Contractor's obligations under this contract. It is the Contractor's responsibility to ensure that all requirements and/or standards for the equipment operator and other assigned personnel are met. This shall include confirmation, upon request of Centre Region COG, that all personnel operating Contractor vehicles have Commercial Driver Licenses ("CDLs") in accordance with PA DOT standards. A certification of the same will be executed by Contractor, and Centre Region COG retains the right to require additional documentation from the Contractor.

When performing neighborhood collection duties, personnel shall maintain a professional appearance and be easily recognized as the Contractor's employees.

The Contractor's vehicles shall be stored in appropriately zoned districts when not in use. The Contractor shall specifically indicate in their proposal where vehicles will be stored (see item 9d of Questionnaire). The Contractor's vehicles shall have operable communications equipment to allow for necessary contact with the business office.

8.2.1 CNG Fueled Vehicles: In the 2015 contract, Centre Region COG moved the region’s refuse & recycling fleets to heavy-duty vehicles that use compressed natural gas (CNG) or
liquid natural gas (LNG) as the fuel source to help reduce operating costs, meet emissions requirements, improve fleet sustainability, and support U.S. energy independence. The definition of fleet for CNG requirements is limited to those refuse and recycling trucks regularly used for weekly household collection. CNG fueled vehicles shall be equipped with fuel tank capacity of sufficient volume to complete the routes as scheduled.

Contractor has six (6) months from the start date of the contract to convert its weekly collection vehicles used in providing services pursuant to this contract to CNG fuel. The Contractor shall use CNG fueled vehicles throughout the remaining term of the contract unless otherwise agreed by the Contractor and the Centre Region COG Executive Director or designee.

The COG supports the adoption of new technologies that address emissions reductions and energy independence and therefore encourages the contractor to propose the use of one or more alternative-fuel vehicles on COG routes at any point throughout the time of this contract.

8.3 USE OF VEHICLES: The Contractor shall be obligated to use collection vehicles dedicated to servicing the residential properties specified in the contract between the Centre Region COG and the Contractor. The purpose of this provision is to ensure that accurate records are maintained regarding the weight of the materials collected under the terms of the contract.

In some cases small commercial and institutional establishments, due to their volume and type of solid waste, may be treated as dwelling units for collection and disposal of solid waste and recyclable materials under this contract. The Contractor may propose to Centre Region COG new entities to be added to this list in order to maximize productivity and/or help control costs. Approval from the Centre Region COG Executive Director or designee is required to add commercial establishments to the residential routes.

The Contractor must provide monthly weigh slips to the Centre Region COG to ensure proper compliance with and handling of refuse and recyclable materials. The Contractor shall provide monthly reports and weigh slips from certified scales for refuse and recyclables by type and quantity.

8.4 INSPECTION OF VEHICLES: The Contractor may be required to present their vehicles for inspection within the ‘Townships’ limits at such reasonable time and place as may be selected by the Centre Region COG Executive Director or designee.

8.5 NON DISCRIMINATION: In the hiring of employees for the performance of work under this contract, or any subcontract hereunder, no Contractor, Subcontractor, or any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, color, religious creed, ancestry, age, sex, national origin, disability, sexual orientation, gender identification, or any other legally protected classification, discriminate against any citizen of the
Commonwealth of Pennsylvania who is qualified and available to perform the work for which the employment relates.

No Contractor, Subcontractor, nor any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under their contract on account of race, color, religious creed, ancestry, age, sex, national origin, disability, sexual orientation, gender identification, or any other legally protected classification.

8.6 **CUSTOMER SERVICE:** The Centre Region COG requires a high level of customer service and expects the Contractor to acknowledge this requirement by (1) reviewing customer service issues and giving them prompt and courteous attention, (2) continuously working to improve customer service when problems are discovered and (3) holding its employees to high standards of valuing the customer. All Customer complaints about services shall be made and routed directly to the Contractor. Any complaint from a customer that is not resolved to a customer’s satisfaction may be managed by the Centre Region COG’s designee.

In the Questionnaire the Contractor should provide the following customer service information:

i. Location of customer service office
ii. Hours of operation
iii. Description of customer complaint resolution procedures
iv. Description of how the Contractor plans to meet or exceed the customer complaint resolution procedures
v. Individual or group of individuals that will oversee the transition between contracts

8.6.1. **Customer Service Contacts:** The Contractor shall establish and maintain a current local or toll-free telephone listing which persons in the Townships may use to contact the Contractor during regular business hours, 8:00 am to 4:00 pm Monday through Friday, or another period approved by the Centre Region COG Executive Director or designee. The Contractor shall, at its own expense, maintain a dedicated internet email address to receive complaints or comments from customers. The Contractor shall also provide sufficient staffing to meet the needs of customers (for both refuse and recycling) during the specified hours of operation. During non-business hours, the Contractor shall use an answering machine or service to receive customer messages and relay changes in collection schedules.

The Contractor shall ensure that all customer service representatives are trained and have a good knowledge of the COG contract in order to answer customer calls correctly no less than ninety percent (90%) of the time under normal operating conditions. Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made, and the customer will receive a busy signal less than three percent (3%) of the time. If the call needs to be
transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

The Contractor shall be prepared to provide data that supports they are complying with the requirements above. However, the Contractor shall not be required to acquire equipment or perform surveys to measure compliance with these standards unless a historical record of complaints indicates a clear failure to comply.

8.6.2 On-site operations manager: The Contractor shall provide an on-site operations manager at the Contractor’s business office or site at least part-time (approximately 20 hrs/week) to supervise the collection of refuse and recycling in the Townships. The operations manager shall be knowledgeable of all phases of operation within the contract specifications and the contract between Centre Region COG and Contractor. This person shall be the Contractor designated contact person for issues relating to the Centre Region COG contract, service issues, and problem resolution.

The operations manager:

a) shall have the authority to make decisions on behalf of the Contractor, including but not limited to:
   i. adjusting collection schedules to account for severe weather conditions
   ii. arranging for missed collection

b) shall be the manager to all the local contract employees

c) shall maintain a high level of communication with the Centre Region COG, including but not limited to:
   i. resolution for missed pick-ups, customer complaints
   ii. resolving suspended customers each quarter
   iii. addressing issues identified in route audit
   iv. maintaining regular communication with Centre Region COG’s Refuse and Recycling Administrator to review open issues (in person or by phone)

d) shall have responsibility for Subcontractors and maintain a high level of communication with them, similar to item (c) above

e) shall have the ability to perform field work to resolve program issues

f) cannot be a regular driver

9.0 RESPONSIBILITY OF CONTRACTOR

The Contractor will be and is hereby responsible for any and all injury or damage to property or persons; or accidents which may occur to any person or persons in consequence of the Contractor’s act, or the acts of their agents, servants, or employees. The Contractor agrees that
liability and worker's compensation insurance shall be furnished protecting the Centre Region COG and the Townships against loss or injury occasioned by the acts of the Contractor, their agents, servants, or employees, in accordance with Section VIII, Insurance. The Contractor shall comply with the provisions of the current Worker's Compensation Act and any supplements or amendments thereto relative to worker's compensation insurance and shall furnish proof to the Centre Region COG Executive Director or designee that they have accepted the provisions of said Act and either insured their liability thereunder or secured exemption therefrom. The Contractor shall indemnify and save harmless the Centre Region COG and the Townships against or from any and all cost, expense, damage, claim, demand, suit, injury, or loss to which the Centre Region COG and/or Townships may be subjected by reason of any wrong-doing, misconduct, negligence, or fault of Contractor, their agents, servants, or employees in or about the execution or performance of the said contract.

10.0 INDEMNITY

The Contractor shall be responsible for any loss, personal injury, death, and/or other damage that may be done to or suffered by any employees of the Contractor or any other persons in connection with the operations to be carried out pursuant to this contract and shall indemnify and save the Centre Region COG and the Townships and/or any of their officers, agents, or servants harmless against any claims for any such loss, injury, death, and/or other damages including cases of loss, injury, and/or damages for which either or both of the parties hereto may or shall be liable.

Any person or persons under the direction or control of the Contractor or their agents or servants, or any person or persons performing the duties of the Contractor which arise pursuant to these specifications or the contract, shall be deemed to be employees of the Contractor. This indemnity shall not be applicable for loss, personal injury, death and/or other damage that may be caused by the willful misconduct of Centre Region COG personnel or personnel of the Townships.

The Contractor shall defend, indemnify, and hold the Centre Region COG, the Townships, and their respective officials, directors, employees, and agents harmless from and against any and all administrative, regulatory or judicial actions, orders, decrees, suits, demands, directives, claims, liens, proceedings, notices of noncompliance, potential responsibility, or violation by any governmental authority or other person (including claims for bodily injury, property damage, and natural resource damage) asserted pursuant to or arising under any federal, state or local statutes, regulations, codes and ordinances relating to the protection of the environment, the release of waste, hazardous substances, pollutants or contaminants (“Hazardous Materials”) into the environment, and the collection, handling, storage, transportation, or disposal of Hazardous Materials (collectively referred to as “Environmental Law”) and arising out of or relating to (i) any violation or alleged violation of any Environmental Law or requirement under an environmental permit, license, or approval; (ii) Contractor's breach of any representation or warranty of Contractor or nonperformance of any obligation under this Agreement relating to environmental matters; (iii) Contractor's spill, discharge, or other release of Hazardous Material during its collection, handling, storage, transfer, and/or transportation of same by Contractor; and (iv) the transportation or disposal of, or arranging for the transportation or disposal, Hazardous
Materials to any destination facility not approved in advance in writing by the Centre Region COG.

11.0 CONTRACT

11.1 MODIFICATION OF CONTRACT: This contract and the specifications herein contained may be modified and changed from time to time, as may previously be agreed upon in writing, between the parties hereto, in a manner not materially affecting the substance hereof provided, however, that the consent of the Centre Region COG or its designee be first obtained. As necessary, the Townships will amend applicable ordinances to conform with the contract awarded.

11.2 EXTENSION OF CONTRACT: This contract and specifications herein contained may be extended for two one-year terms provided the contractor has satisfactorily met all performance standards as defined in the specifications as determined by the COG at its sole discretion. During the extension period, if any, the conditions of the contract shall remain in effect. Fees for refuse collection and disposal for each extension year shall be adjusted as outlined in Subsection 4.0. The parties shall execute an applicable addendum to the contract and Townships will amend any applicable ordinances to conform with the addendum.

11.3 LIQUIDATED DAMAGES FOR INDIVIDUAL CUSTOMER LOSSES:

11.3.1 Damages for Non-Compliance with Individual Customer Service Provisions of Contract: The failure to perform individual customer collection services according to the established specifications, schedules, and procedures set forth in the contract shall cause harm to the Centre Region COG municipalities by impairing the Centre Region COG and/or Township’s physical appearance, image and reputation, disrupting the Centre Region COG and/or Townships’ functions, creating a public health and safety hazard, lowering morale and cooperation of Centre Region and/or Townships’ residents, and provide the Centre Region COG and Townships with less service than it has contracted for and its residents expect. Repeated failures to comply with the specifications cause increasingly greater harm to the Centre Region COG and the Townships.

The Contractor acknowledges and agrees that the amounts set forth below as liquidated damages are a fair and reasonable approximation and allocation of damages for injuries suffered by the individual customers, the Centre Region COG, and the Townships and are not a penalty. The parties agree that the liquidated damages set forth below shall be the sole and exclusive damages to which the individual customers, the Centre Region COG, and the Townships shall be entitled as a result of such failure to comply with the specifications, deadlines, and procedures set forth in the contract.
Failure to complete collections of refuse and/or recycling on required day and not collecting within 24 hours of notification, exclusive of holiday and weekend hours

Customer Reimbursements:
1st incident – Amount equal to weekly fee

2nd incident at same address – Amount equal to monthly fee

Failure to affix rejection notice or otherwise note on the customer’s account per address when garbage or recycling is not collected

Customer Reimbursements:
1st incident – Amount equal to weekly fee

2nd incident at same address – Amount equal to monthly fee

Failure to deliver, maintain, or replace Refuse carts as specified herein

Customer Reimbursements:
$50 per occurrence

Failure to clean up spilled municipal waste or designated recyclable materials upon collection or failure to return to clean up spills

$50 per occurrence plus the costs for clean up if performed by COG or its municipalities

Failure to immediately notify the appropriate Municipality staff of spillage of any amount of petroleum products or polluting materials and/or to immediately take action to clean up the spill

$1,000 per occurrence plus the costs for clean up if performed by COG or its municipalities

Improper collection of trash: combining trash with recyclables in the same vehicle

$1000 per occurrence

Failure to have an on-site manager

$2,000 monthly

Printed communication with customer not authorized by Centre Region COG, i.e. mass mailing or email and/or phone blasts not pre-approved, new charges on the invoice not pre-approved

1st occurrence - $1,000 (not per customer)

2nd or repeated occurrence - $2500 per occurrence (not per customer)

11.3.2 Liquidated Damages Procedure: The Centre Region COG shall notify Contractor in writing, by facsimile, mail, or hand delivery, of a violation and the corresponding liquidated damages due. Contractor shall have seven (7) days in which to contest the violation in writing to the Centre Region Council of Governments, 2643 Gateway Drive, Suite 3, State College PA 16801. The failure of Contractor to contest the violation shall be prima facie evidence that Contractor acknowledges liability for the violation and the amount of the liquidated damages due. Upon the presentation of evidence from Contractor, the Centre Region COG Executive Director or designee will uphold, modify or waive the liquidated damages due. Within seven (7) working days of receipt of a contest, if any, the Centre Region COG shall respond to Contractor with a determination that: (1) the Centre Region COG agrees with the contest or (2) the contest is denied. If the contest is denied, Contractor shall have the right to challenge such violation in the Court of Common Pleas.
of Centre County, Pennsylvania, provided such challenge is filed within thirty (30) days from the date of the denial or Contractor shall be precluded from doing so.

11.3.3 Escrow Account: In order to ensure that money is available for liquidated damages due to Centre Region COG and/or the Townships, an escrow account will be set up and administrated by the Centre Region COG Executive Director or designee. The initial deposit made by the Contractor shall be $5,000. During the term of the contract, the Contractor will be notified of any infractions according to Subsections 11.3.1, Damages for Non-Compliance with Individual Customer Service Provisions of Contract, and 11.3.2, Liquidated Damages Procedure, and if the Contractor is deemed in violation then monies will be withdrawn from this escrow account. Once the account reaches $1,000, the Contractor will be required to deposit another $5,000. At the end of the contract, the money in the account, including any interest realized, will be returned to the Contractor.

Unless otherwise demanded by Centre Region COG, the Billing Contractor shall make customer reimbursements, as the same are described aforesaid, directly to the customer on the next customer billing statement. If the customer has moved from the area and no longer receives service, the reimbursement shall be forwarded to the customer's last known mailing address.

11.4 CANCELLATION OR TERMINATION OF CONTRACT: If the work under this contract shall be abandoned by the Contractor, or if at any time the Centre Region COG shall be of the opinion, and so certify in writing (which certificate shall be final, binding, and conclusive on the Contractor), that the performance of the contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract, or the specifications thereof, or is executing the same in bad faith, or not in accordance with the terms thereof, the Centre Region COG may cancel and terminate this contract by thirty (30) working days prior written notice setting forth the Contractor's violations.

The said notice shall be served upon the Contractor personally or by delivering it to the Contractor's residence or office. The Contractor shall have a period of thirty (30) working days from receipt of such notice to correct the deficiencies or violations; and should the Contractor fail to make such corrections within such time, and in event the contract may be canceled by the Centre Region COG, the Centre Region COG shall then enforce the provisions of the Surety, defined hereafter, furnished by the Contractor. The Centre Region COG shall also have the right in the event of such default to have the contract performed by another Contractor, and have damages assessed against the Contractor and/or the Contractor's Surety.

11.5 AUTHORIZING CENTRE REGION COG TO PERFORM CONTRACT: If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms, and the Centre Region COG decides not to cancel and terminate this contract as provided in the previous clause, the Centre Region COG shall have the power and is hereby authorized to perform or cause or procure to be performed, such part of the work as the
Contractor shall fail to perform at the expense of the Contractor, and to deduct such expenses and collect the cost of same out of the Surety, defined hereafter, filed by the Contractor, in any legal proceedings, or any loss by reason thereof or both, at the sole option of the Centre Region COG.

11.6 SURETY: PERFORMANCE BOND OR LETTER OF CREDIT (LOC): Contractor will be required to secure a performance bond or unconditional and irrevocable Letter of Credit written on a regulated lending institution and acceptable to Centre Region COG (“Surety”) for the sum of one million seven hundred and fifty-thousand dollars ($1,750,000) to secure performance of Contractor's obligations herein, except Subsection 11.3. Said Surety shall be for the period of the contract and shall specifically list Centre Region COG and the Townships as beneficiaries of the same. The Surety shall be irrevocable and shall be in the standard form acceptable by the Centre Region COG. The Surety shall cover the failure to perform as provided in Subsections 11.4 and 11.5 along with any indemnification necessitated by the Contractor's performance as more fully described in Subsection 10.

11.7 CONTRACT SPECIFICATIONS: These specifications shall be deemed to be incorporated into and part of the contract between the Contractor and the Centre Region COG.

11.8 INSURANCE: A certification of insurance coverage in the amounts listed and described in Section VIII shall be provided by Contractor to Centre Region COG. The certificate shall list the Centre Region COG and the Townships as a "loss payee" and the policy shall provide that any notices of disruption of coverage be sent to the Centre Region COG. Certificates of insurance shall be provided annually at a minimum or at such other intervals as may be required by Centre Region COG.

11.9 SUBLETTING OR ASSIGNING THE CONTRACT: The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract, or any portion thereof, or of their right, title or interest therein, without the prior written consent of the Centre Region COG.

11.10 EXCLUSIVE RIGHT TO SUCCESSFUL PROPOSER: The exclusive right and privilege of collecting, transporting, and disposing of all refuse and recyclables from non-dumpster residential dwelling units in the Townships will be given to the Contractor for residential dwelling units under the contract entered into between the Centre Region COG and the Contractor, and said contract will provide that no person shall carry, convey, or transport through the streets, alleys, or public places of the Townships any of aforesaid material from residential dwelling units without being subject to the penalties prescribed by the law of the state and ordinances of the Townships, and the rules of the health departments of said Townships or state. The Townships agree on their part to prevent, as far as lawful, any person other than the Contractor from gathering, hauling, removing, or carrying any material from residential dwelling units within the Townships' limits.
The Townships reserve the rights to collect, transport, and dispose of material during their brush and leaf collections or Christmas tree collections, if scheduled. Further, exclusion also applies to removal of waste produced from renovations, construction, and/or demolition from any private home or commercial building site. The removal of said renovation, construction, and/or demolition waste is the responsibility of the generator.

12.0. CORRESPONDENCE

12.1 MASS MAILINGS: Any mass mailings (e.g., flyers, brochures, billings, etc.) or email or phone blasts between the Contractor and the customers must first be approved by the Centre Region COG Executive Director or designee prior to distribution by the Contractor. The Centre Region COG requires the viable use of recycled paper containing a minimum of 30% post-consumer content by the Contractor for all correspondence, including billing, between the Contractor and customers. The amount of recycled content should be printed on any correspondence to the customer from the Contractor. Public information disseminated should include all residents.

12.2 ONLINE CUSTOMERS: Online customers may receive the mailings digitally if they have defined digital delivery as their preference. Online customers shall receive an email regarding any mass mailings (e.g. billing insert). Information to instruct online customers on how to receive pertinent refuse and recycling education materials electronically shall be available on the contractor’s website.

12.3 BROCHURE AND ADVERTISING: Prior to the effective date for the Contractor to begin collection of residential refuse and recyclables under the contract, the Contractor shall develop and disseminate a public notice approved by the Centre Region COG. The public notice shall include the schedules for pickup of residential refuse and recyclables and information regarding complaints or questions on service changes. The public notice shall, at minimum, be advertised three (3) times prior to the commencement of the contract at the expense of the Contractor. This public notice shall be approved by the Centre Region COG. It shall be published in each of the following newspapers or any other Centre Region newspaper that may be established prior to the commencement of the contract period in accordance with the above schedule: Centre Daily Times, Centre County Gazette. In addition, radio and television media may be utilized, including Centre County's Government and Education Access Network ("CNET"), the local government education access channel. The Contractor shall be responsible for the advertising costs related to the same except for CNET which services will be provided by Centre Region COG.

Prior to the effective date for the Contractor to begin collection of residential refuse and recyclables under the contract, the Contractor shall also develop and disseminate an informational brochure approved by the Centre Region COG. The brochure shall include schedules for pickup; service options and opportunities for service selection (cart size); rules, regulations, and guidelines for residents in the use of the services under the contract; information regarding complaint handling by the Contractor; and any other information requested to be incorporated in this public notice by the Centre Region COG. The
Contractor shall also provide to the Centre Region COG prior to the start-up of collection services under the contract, five hundred (500) copies of the informational brochure to be distributed by the Centre Region COG.

The Contractor shall also provide the following:

1) Prior to the start of the contract collection, the Contractor shall mail or deliver a copy of said brochure to each residential unit on the route. Brochures may be delivered with or prior to the delivery of the carts.

2) For each new customer, the Contractor shall mail or deliver a copy of said brochure to the customer or residential unit prior to or with the initial bill.

The Contractor shall coordinate and cooperate with the appropriate officials of the Centre Region COG on the preparation and content of all advertisements and informational brochures relating to contracted services.

12.4 **WEBPAGE:** The Contractor shall maintain a website that provides details for the local operation including information on services provided, links to more information on recycling, information regarding complaint handling by the Contractor, instructions for scheduling bulk waste and bulk recyclables collections, and other pertinent information that the customer needs to know. The website should include information about new program changes (e.g. cart sizes and switch period) including a schedule of the transition, infographics, and other relevant information to assist the customer during any program transition. The website link should be clearly provided on all printed materials and provided to the Billing Contractor if different from the Contractor to be included on customer invoices.

12.5 **PUBLIC EDUCATION:** It is understood that educating the customer on the services available and the proper methods for collection will assist in the efficiency of operations and the success of the recycling program and enhance the value of the services provided. Centre Region COG and CCRA will take the lead on educating the residents but it must be a collaborative effort from all parties involved, including the Contractor, to have effective education campaigns. The Contractor shall provide the brochure and advertisements as outlined in Subsection 12.3.

In the Questionnaire, the Contractor is given the opportunity to propose education information on the refuse and recycling program. It could include a description of Contractor’s personnel that have expertise in public education who will be available to provide technical support for public education efforts. The Contractor can provide sample public education materials that have been developed by the Contractor for use in other municipalities for similar programs or service transition.

12.6 **CUSTOMER INFORMATION:** For the purpose of generating necessary customer correspondence in administering the contract, the Contractor shall supply to the Centre...
Region COG Executive Director or designee in a Microsoft Excel (or compatible) spreadsheet or Microsoft Word table format the following data, if applicable:

a. Customer billing name(s)
b. Customer service address(es)
c. Customer billing address(es)
d. Customer township name (if available)
e. Customer account number(s)

The Contractor shall supply such data to the Centre Region COG Executive Director or designee via electronic mail at least twice annually upon request from the Centre Region COG. All such customer information shall be protected as confidential information by Contractor and not made available to third parties without the prior written consent of Centre Region COG.

13.0. NUMBER OF DWELLING UNITS

13.1 CONTRACTOR'S RESPONSIBILITY: The Townships will require, by municipal ordinance, the participation of all residential dwellings (as defined herein) in the refuse and recycling collection programs.

Prior to the start of the first contract year, the Centre Region COG will provide the Contractor with a preliminary service list, which indicates the service address of the dwelling unit, property owner's name and mailing address, level of service, and day of collection. The Contractor should not consider this preliminary service list as final. The Contractor shall provide the Centre Region COG with a complete customer list prior to April 1, 2025, and subsequently at least twice yearly upon request from the Centre Region COG. The Contractor shall communicate requests for service updates to the Billing Contractor (if different) within 2 working days. The Contractor shall not distribute the list provided by Centre Region COG nor any subsequent customer service lists, maintaining the same as confidential information, and shall notify Centre Region COG of any requests for copies of the same. No copy of the list and/or information shall be provided to any third party without the prior written consent of Centre Region COG.

All Proposers are advised and cautioned that the Centre Region COG makes no warranty as to the number of residential dwelling units within the Townships now or at any time in the future. It will be the responsibility of the successful Proposer to ascertain the number of residential dwellings, through route audits. As the proposal is for a monthly rate per residential dwelling, nothing herein is to be construed as a warranty as to the number of residential dwellings or the gross amount which may be received at any time by the successful Proposer.

13.2 ROUTE AUDITS: Route audits shall be performed at least once a year and the information shall be shared with the Centre Region COG or its designee.
A route audit shall:

1. Identify addresses, including multi-family buildings of 4 or fewer units, on the routes which are not receiving service and determine reason (Centre Region COG assistance may be requested to assist in determination, such as snowbird, vacant, exempt, etc.)

2. Identify addresses or multi-unit buildings receiving services but not included in customer billing lists and determine reason (Centre Region COG assistance may be requested to assist in determination such as multi-unit accounts such as HOAs, etc.)

14.0 HARDSHIP CASES

The Centre Region COG shall consider requests for financial assistance by residents who, as determined by the Centre Region COG, are unable to pay for the cost of refuse and recycling collection as stated in this contract, and who are required by municipal ordinance to participate in this contract program. Centre Region COG is responsible for maintaining the hardship program and subsidizing the payment.

15.0 DEDUCTIONS MADE FOR VACANT DWELLING UNITS

There shall be no charge for residential dwelling units that are vacant for a period of not less than thirty (30) days in adherence to the COG Vacancy Policy when the customer provides the Contractor or their designee notice within the calendar year of the vacancy. There will be no cash reimbursements for vacant dwellings. All adjustments will be in the form of a credit to the customer's account. The Centre Region COG Vacancy Policy appears in Appendix D.

16.0 OPTIONS FOR ADDITIONAL SERVICES

The Centre Region COG seeks optional proposals for additional services. Proposers may provide pricing on Section IV, Price Form A.2 for any or all options for Billing, Payment, and Related Customer Service; Curbside Bulk Waste Collection, Curbside Source-Separated Bulk Recyclables Collection, and Christmas Tree Collection.

Adjustment to Rates for Optional Services: Rates will remain fixed as set forth on Form A.2 Proposal Price Form and will not be adjusted for changes in the CPI (as hereinafter defined), until April 1, 2026. Commencing on April 1, 2026 and continuing annually on each April 1st, any fees for Additional Residential Base Services as proposed on Proposal Price Form A.2, shall be adjusted by eighty percent (80%) of the Consumer Price Index, Northeast Region for All Urban Consumers, less energy, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the “C.P.I.”) increase or decrease from the most recent January to the preceding January. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. There will be no further adjustments to the Additional Residential Base Services fees. The Administrative Fee portion of the Billing, Payment, and Customer Service Additional Residential Base Service fee will not be subject to CPI adjustments.
16.1 BILLING, PAYMENT, AND CUSTOMER SERVICE: It is the Centre Region COG’s intention to seek proposals for billing all customers and providing payments to subcontractors in accordance with all specifications in Subsection 16.1. Proposals must include total cost for this service as a monthly cost per customer.

16.1.1 Billing Requirements: The Billing Contractor shall be responsible for preparing and issuing bills to customers and for receiving payments. There shall be no more than three (3) months between billings. Upon termination or expiration of the contract, Contractor shall furnish the Centre Region COG with all billing information including customer name, customer's service and mailing addresses, current level of service, collection day, township where the property is located, and telephone number and/or email address if previously recorded. The Contractor acknowledges that this information shall not be distributed to any other third parties without the prior written consent of Centre Region COG. Centre Region COG shall serve as an intermediary during transition periods to facilitate proper assignment of customer payments received and outstanding balances.

The Contractor's bills to the customers shall be mailed contained within an envelope that displays the Contractor's name and business office address as the sender. The Contractor's bills to the customers shall not be a postcard. The Contractor's bills to the customers shall include all costs imposed by the Contractor(s) for all services and by the CCRRA for participation in its recycling program.

The customer invoice shall specify the type of service provided and the cost for quarterly service. All fees, inclusive of any options shown on Section IV, Price Form A.2, recycling collection and processing services fee, and the administrative fee will not be shown separately since they will be part of the Service Base Fee. For example, the invoice could list the following:

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>95-gallon Cart Service</td>
<td>$xx.xx</td>
</tr>
<tr>
<td>65-gallon Cart Service</td>
<td>$xx.xx</td>
</tr>
<tr>
<td>35-gallon Cart Service</td>
<td>$xx.xx</td>
</tr>
</tbody>
</table>

Residential Additional Services as listed on Section IV, Price Form A.3 shall be shown separately on the invoice.

In addition, the billing format shall allow for printed messages to alert customers to holiday schedule changes, special collections such as bulk waste and Christmas trees, and helpful service information. The Contractor shall allow Centre Region COG to put a billing insert in the invoice mailings each quarter. The billing insert will be created and paid for by Centre Region COG; Centre Region COG will supply the inserts to the mailing house for distribution with the invoice. The Centre Region COG will provide electronic billing inserts for inclusion in electronically accessed or emailed invoices.
The Centre Region COG requires the viable use of recycled paper containing a minimum of 30% post-consumer content by the Contractor for all correspondence, including billing, between the Contractor(s) and customers.

All optional billing proposals are required to include a copy of a sample customer bill and detailed description of billing procedures, including but not limited to: frequency of billing, form of billing, and delinquency collection practices. See item 22 on the Questionnaire.

16.1.2 Customer Billing Information: Prior to the start of the first contract year, the Centre Region COG will provide the Contractor with a preliminary billing list which indicates the service address of the dwelling unit, property owner's name and mailing address, level of service, and day of collection. The Contractor should not consider this preliminary billing list as final. The Contractor shall provide the Centre Region COG with a complete customer billing list prior to April 1, 2025, and subsequently upon request but no more than four (4) times per year. The Billing Contractor shall have the capability of producing updates to billing lists within two (2) working days upon request and shall supply any updates to the Refuse Contractor, including added, closed, and suspended accounts; changes in service level (cart size); additional services (e.g. additional cart requests); and properties on vacancy status. The Billing Contractor shall not distribute the list provided by Centre Region COG nor any billing lists and shall notify Centre Region COG of any requests for copies of the same. No copy of the list and/or information shall be provided to any third party without the prior written consent of Centre Region COG.

16.1.3 Subcontractor Billing and Payments: Billing Contractor payments to the Contractor and/or Subcontractor(s) shall be made at times and in the manner agreed between by the Contractor and Subcontractor(s). A customer count report will be generated by the Billing Contractor annually and submitted to the Centre Region COG. Once it is approved by the Centre Region COG Executive Director or designee it will be submitted to the Contractor and/or Subcontractor(s) upon request. The customer count report will include the following information:

a. Customer account number(s)
b. Customer billing name(s)
c. Customer service address(es)
d. Customer billing address(es)
e. Service level (cart size)

The customer count report may be requested from the Contractor quarterly if it is deemed necessary by the Centre Region COG Executive Director or designee. If there is a discrepancy in the customer count, the Subcontractor shall provide a list of properties not included in the customer count report with requests for additional payment to the Contractor.

16.1.4 Suspension of Service: In order for the Contractor to suspend residential service for nonpayment, the customer shall be in arrears a minimum of ninety (90) days and shall
have received during this period a minimum of three (3) notices from the Contractor regarding the amount due and procedures for payment.

A list of suspended properties shall be provided to the Centre Region COG monthly and the Billing Contractor shall supply the following information:

a. Customer billing name(s)
b. Customer service address(es)
c. Customer billing address(es)
d. Customer township name (if available)
e. Customer account number(s)
f. Customer past due service amount(s)
g. Customer late fee(s), reinstatement fee(s), certified mailing fee(s)
h. Customer current billing service amount(s)
i. Customer date(s) of service suspension

The Billing Contractor shall be able to document to Centre Region COG its efforts to seek payment from the customer.

**16.1.5 Reinstatement Fee:** If suspension of service occurs, a reinstatement fee of twenty-five dollars ($25.00) may be collected by the Billing Contractor from the delinquent customer. If suspension of service occurs three (3) or more times within a twenty-four (24) month period, the Billing Contractor may collect a reinstatement fee of fifty dollars ($50.00) from the delinquent customer for each occurrence beginning with the third occurrence.

**16.1.6 Certified Mailing Fee:** The Billing Contractor shall collect, from all customers to whom a certified letter is sent regarding account delinquency, a certified mailing fee equal to the prevailing rate for mailing a certified letter with return receipt. The Billing Contractor will include information about the certified mailing fee in written notices and invoices sent to non-paying customers in advance of suspension of service.

**16.1.7 Reinstatement of Service:** In order to reinstate suspended service, the Billing Contractor may require payment from the customer for all of the following: all past due charges for previously billed services, applicable reinstatement fee(s), applicable late charge(s), certified mailing fee(s), and charges for currently billed services up to and including the week of reinstatement.

**16.1.8 Checks Returned for Non-Sufficient Funds (NSF):** The Billing Contractor may require that payment only in the form of cash, cashier's check, or money order be imposed upon customers who have paid with an NSF check twice within a twelve (12) month period. The Billing Contractor may maintain this payment method for such customers for the duration of the contract and any contract extension thereof. Contractor shall retain the right to recover fees incurred by Contractor for payments made by customers and returned by the Billing Contractor's bank for NSF.
16.1.9 **Delinquent Account Mailings:** The Centre Region COG reserves the right to insert a policy statement with all notices sent by the Billing Contractor to delinquent customers.

16.1.10 **Fees for Special Collections:** The Centre Region COG shall retain the right to add fees for special collections ("Special Fees") to customer bills during the course of the contract or any extension thereof. These Special Fees shall be billed for and collected from customers by the Billing Contractor on behalf of the Centre Region Centre Region COG. In the event that the Centre Region COG exercises this option, the customer bill shall contain a separate billing line for the Special Fees, which shall be labeled in a manner to be determined by the Centre Region COG Executive Director or designee. The billing message portion of the customer bill shall also contain an explanation regarding the Special Fees; the Centre Region COG Executive Director or designee shall provide the language for this explanation to the Contractor. The Contractor shall remit to the Centre Region COG the total of such Special Fees collected from customers served by the contract; the schedule for remitting these Special Fees shall be determined by the Centre Region COG Executive Director or designee. The Contractor is **not** responsible under the terms of this contract for participating in any collection of the items for which the Special Fees are to be used. The Centre Region COG shall give the Billing Contractor a minimum of ninety (90) days’ notice if a collection of Special Fees is to be added to customer bills. Except as otherwise agreed by Centre Region COG, the Billing Contractor shall be responsible for collection of the Special Fees in the event of non-payment by customers.

16.1.11 **Billing Customer Service:** The Contractor shall establish and maintain a current local or toll-free telephone listing which persons in the Townships may use to contact the Billing Contractor during regular business hours, 8:00 am to 4:00 pm Monday through Friday, or another period approved by the Centre Region COG Executive Director or designee. The Billing Contractor shall, at its own expense, maintain an internet email address to receive account and billing inquiries from customers. The Billing Contractor shall also provide sufficient staffing to meet the needs of customers during the specified hours of operation.

The Billing Contractor shall ensure that all customer billing inquiry calls are handled in a professional and courteous manner including directing complaints and collection question to the appropriate contact.

16.1.12 **Administrative Fee:** To minimize cost and confusion to the customers, the five participating Townships have decided to coordinate the administration and monitoring of the contract through the Centre Region COG. Contract administration includes, but is not limited to, the following services: resolution of customer complaints; assisting customers with service issues, billing questions, vacancy credits, and fee waivers; advertising holiday, bulk waste, and other special collections; operating a Hardship program that assists customers experiencing financial hardship in paying for mandatory service; monitoring contract performance and compliance; assisting with route auditing to ensure full participation in the contract; assisting with the collection of delinquent accounts; providing
enforcement of solid waste ordinances to ensure full compliance and that refuse and recycling issues do not threaten the health and safety of the residents; and preparing reports and other information relating to the contract on behalf of the Townships. To reimburse the Centre Region COG for the cost of providing these services, resident payments will include the administrative service fee, the total divided among all participating customer accounts but not shown as a separate amount on the invoice. The Billing Contractor shall pay a total contract administrative fee of the following amount:

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Dates</th>
<th>Annual Administrative Fee</th>
<th>Quarterly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4.1.25 - 3.31.26</td>
<td>$190,000</td>
<td>$47,500.00</td>
</tr>
<tr>
<td>2</td>
<td>4.1.26 - 3.31.27</td>
<td>$198,550</td>
<td>$49,637.50</td>
</tr>
<tr>
<td>3</td>
<td>4.1.27 - 3.31.28</td>
<td>$207,485</td>
<td>$51,871.19</td>
</tr>
<tr>
<td>4</td>
<td>4.1.28 - 3.31.29</td>
<td>$216,822</td>
<td>$54,205.39</td>
</tr>
<tr>
<td>5</td>
<td>4.1.29 - 3.31.30</td>
<td>$226,579</td>
<td>$56,644.63</td>
</tr>
<tr>
<td>1st Extension</td>
<td>4.1.30 - 3.31.31</td>
<td>$236,775</td>
<td>$59,193.64</td>
</tr>
<tr>
<td>2nd Extension</td>
<td>4.1.31 - 3.31.32</td>
<td>$247,429</td>
<td>$61,857.36</td>
</tr>
</tbody>
</table>

Quarterly payments in the amount listed above shall be made to the Centre Region COG on the first day of April, July, October, and January in each contract year of the contract with the exception of the payment for the first quarter of the contract which shall be due by April 30, 2025. All such payments must be made by the fifteenth (15th) day of the respective month or Contractor will be in default of its obligations hereunder. Centre Region COG will provide written notice of such default and the Billing Contractor will have an additional ten (10) days to make payment. Upon such failure to make payment, Centre Region COG may terminate the relationship as described aforesaid, including seeking payment through the Surety, herein described in Subsection 11.6.

Centre Region COG may request an increase or decrease in the administrative fee on no more than an annual basis. Any increases or decreases in the Administrative Fee must be approved by the Centre Region COG Climate Action and Sustainability Committee, and will result in a rate adjustment for the customers.

The total increase or decrease amount will be divided by the current number of households divided by the 12 months to determine the monthly rate change. (For
example, a $50,000 administrative fee increase would result in a $0.26 monthly rate increase. $50,000 / 16,200 households / 12 months = $0.26/month)

All adjustments must be made at the beginning of a billing cycle.

16.1.11 Customer Information: All customer information is confidential information, shall be protected by Billing Contractor and not made available to third parties without the prior written consent of Centre Region COG.

16.2 BULK WASTE COLLECTION: It is the Centre Region COG’s intention to provide for the collection of bulk waste defined as larger items that will not fit in the refuse cart. Proposals must include costs, conditions, and proposed frequency for this collection. Specifics of the proposed collection of bulk recyclables, including limits for each item per collection per household, appear in Question 26 of the questionnaire.

At a minimum, every customer shall have the opportunity to register for the collection of at least four (4) bulk items over the course of a year, exclusive of small bulk waste items that fit into the refuse cart. The Contractor may provide “on-demand” collection of scheduled bulk items or may set a schedule for bulk waste and organize that schedule for maximum efficiency, provided each customer has access to bulk waste collection at a minimum on a semi-annual basis (two times per year). The Contractor shall submit any schedule to the Centre Region COG at least three months prior to the start of the contract and at least three months before the beginning of each collection period thereafter in order to provide ample time to inform residents through the billing invoice.

Customers in the pick-up areas shall receive advance notice of the bulk waste collections and instructions for registering their bulk items either through the billing invoice or through another mailing from the Contractor. Online customers should also receive electronic notice of the bulk waste collections. There shall be no obligation for the Contractor to return to a property for a "missed" pick-up if such is a result of the customer failing to heed the notice provided or to schedule pick-up as directed in the notice. Disposal of such bulk waste shall be the responsibility of the customer. Customers may negotiate with the Contractor for bulk waste pick-ups other than during collection periods or in excess of four (4) items per year at the Contractor’s discretion.

Bulk Waste Collection shall include only Bulk Waste items and not small bulk waste items nor bulk recyclables.

In the event of a difference of opinion by the Contractor and the customer as to what material constitutes bulk waste and what material may be collected during normal weekly household collection, the Centre Region COG Executive Director or designee shall be consulted. Interpretation by the Centre Region COG Executive Director or designee shall be final and shall be accepted by both parties.
The Contractor must collect bulk waste properly prepared and situated at the curb provided the request falls within the designated time, is not in excess of the maximum number of items per year, and has been registered as directed.

16.3 SOURCE SEPARATED RECYCLABLE BULK COLLECTION: It is the Centre Region COG’s intention to provide for the separate collection of recyclable bulk waste. Proposals must include costs, conditions, and proposed frequency for this separate collection. Customers shall be provided with an opportunity to have curbside collection of bulk recyclables at a minimum of twice per year. This collection may coincide with bulk waste collection periods. The Contractor may provide on-demand collection of bulk recyclables or may set a schedule for collection. The Contractor shall submit any schedule to the Centre Region COG at least three months prior to the start of the contract and at least three months before the beginning of each collection period thereafter in order to provide ample time to inform residents through the billing invoice. Specifics of the proposed collection of bulk recyclables, including limits for each item per collection per household, appear in Question 27 of the questionnaire.

All tires, white goods (appliances), electronics, and added bulky recycling material accepted by the CCRRA (such as defined by the CCRRA rules and regulations) are to be collected separately for recycling. White goods are defined as major household appliances (such as, but not limited to stoves and refrigerators) that were traditionally finished in white enamel. Electronics are defined as covered devices under Act 108. Vehicles used for appliances containing Freon may not compact or cause Freon to escape. The CCRRA facility will remove Freon for no charge, upon delivery.

Additional items such as bulky scrap metal (i.e., basketball hoop poles without concrete), recyclable vehicle parts (excluding engine blocks and transmission) and outdoor grills (no propane tanks) are to be included in bulk recyclables collection.

16.4 CHRISTMAS TREES COLLECTION: The Centre Region COG desires to provide for the disposal of discarded Christmas trees in an environmentally acceptable manner through this contract. This optional proposal shall provide costs for a special one-time collection each January to allow customers to recycle discarded Christmas trees. Centre Region COG will determine the location for recycling and communicate the information to the Contractor. The contractor has historically delivered trees to the State College Borough (SCB) Composting Facility. In 2024, SCB charges $50/ton. In 2023, 12.75 tons of trees were collected for recycling. However, the last 5-year average (2019-2023) is 23.45 tons. The Contractor may perform the wood chipping of the Christmas trees with their own equipment and dispose of the chipped materials at the State College Borough Composting Facility at no charge. The Centre Region COG hauler has also delivered trees to the Pennsylvania state game lands for animal habitats when accepted by the Game Commissioner.

Additionally, other environmentally responsible options may be suggested by the Contractor or Centre Region COG. All disposal options must be approved by the Centre Region COG Executive Director, or designee. The hauler must be able to provide
documentation, such as a certified weigh slip, that demonstrates that the trees were recycled properly.

The Contractor shall provide specific dates and requirements for Christmas tree collection to the Centre Region COG by November 1 of each year to ensure ample time to inform customers through billing invoices and advertisements.

17.0 RESERVATION OF RIGHTS AND BASIS OF AWARD: Centre Region COG reserves and holds at its discretion the following rights:
   a. Issue addenda to this Request for Proposals, including extending or revising the timeline for submittals;
   b. Withdraw this Request for Proposals;
   c. Request clarification /additional information from the Proposer at any point in the procurement process;
   d. Execute a Contract on the sole basis of the original proposal, or any additions to proposal submissions;
   e. Reject any and all proposals, waive irregularities in any proposal, accept or reject all or any part of any proposal, waive requirements of this Request for Proposals, as may be deemed to be in the best interest of the Centre Region COG and the Townships; and
   f. Re-issue the Request for Proposals or modify the Request for Proposals at any time, for any reason.

Notwithstanding other provisions of the Request for Proposals, the Centre Region COG reserves the right to award this contract to the firm that best meets the needs of the Centre Region COG and the Townships. Further, the Centre Region COG reserves the right to reject any and all submittals prior to the execution of the contract, with no penalty to the Centre Region COG.

The selected firm(s) shall be required to provide all of the services described in this Request for Proposals and the “Pricing Forms” (collectively referred to as “documents”). Should any conflict arise over the terms, conditions, or interpretation of any part of the documents, the Centre Region COG shall solely and conclusively decide the one, true and correct term, condition, or interpretation.

18.0 CONFIDENTIAL INFORMATION: "Confidential Information" means all confidential information provided to the Contractor by Centre Region COG or the Townships in any form or medium whatsoever, or which comes to the knowledge of the Contractor or its employee, officer, agent or subcontractor by any means, relating to the matters, documents and activities required to achieve the contract, but not limited to, information that:
   a) is marked as, or which the Contractor is told by the Centre Region COG or Townships, is confidential;
   b) is of a type normally regarded as confidential or which the Contractor knows or should reasonably understand to be confidential, including (but not limited to) customers, pricing information, alliances, operations, management, organization, financial position, personnel, strategies, transactions and affairs of the Centre Region COG or Townships; or
c) other personal information of customers which is generally considered confidential, including but not limited to, names, addresses, phone numbers, electronic mail addresses, and account information.

19.0 TERM OF CONTRACT: The refuse and recycling collection services to be provided under the contract shall be for sixty (60) months commencing on April 1, 2025 and ending on March 31, 2030.

(END OF PROPOSAL SPECIFICATIONS)
SECTION IV
Proposal Price Forms
PROPOSAL PRICE FORMS

INSTRUCTIONS

I. ASSUMPTIONS:

In establishing the costs of tipping and operations for 16,200 Centre Region COG refuse and recycling customers, proposers shall consider the following assumptions when completing the proposal price forms:

1. Current rate per ton of refuse tipped at CCRRA is $84.00.
   a) The cost of disposal of refuse at CCRRA is estimated to be $84.00 per ton for the term of the contract. Adjustments to this rate will be made in accordance with Modification of Rates, Section III, Specifications Subsection 4.0.
   b) The current rate for extended hours on weekdays and Saturday is $100.00 per hour.
   c) The current rate for extended hours on Sundays & holidays is $200.00 per hour with a 2 hour minimum. Two weeks’ notice is required.
   d) The average weight of refuse generated per household per year is 0.74 ton.
   e) The 0.74 tons/household/year is specific for the default (95-gallon) service. The 65-gallon service is assumed at 75% of that amount (0.56 tons/hh/yr) and the 35-gallon is assumed at 40% (0.30 tons/hh/yr).

2. Bulk waste items generated for all customers averaged 1178 tons per year (not including white goods electronics, and tires) over the course of two one-week collections of all bulk waste. This weight is included in the yearly household average of 0.74 ton per year.
   a) Current conditions at CCRRA allow for the disposal of separated white goods at no charge.
   b) Current conditions at CCRRA allow for the removal of freon at no charge.
   c) Current conditions at CCRRA allow for disposal of electronics at no charge. Electronics generated for all customers averaged 16.6 tons per year.
   d) Current conditions at CCRRA allow for the disposal of tires at a fee of $84.00 per ton. All tires must be separated. Tires generated for all customers averaged 24.8 tons per year. Contractor may use an alternate tire recycling broker with prior approval from Centre Region COG.
   e) The fuel price for calculating proposals will be set at the pre-proposal conference and will come from the historical rates at the Transfer Road station located in College Township.
II. RATES AND ADJUSTMENTS: Form A.1: Proposed Fees for Residential Base Services

The Contractor's proposal shall be in the form of a monthly cost to the customer.

2.1 Solid Waste Collection Service Rate: The proposer shall determine the base collection rate which will only be changeable for CPI adjustments and fuel cost adjustments as outlined in Section III, Specifications Subsection 4.0.

2.2 Solid Waste Disposal Services Rate: The proposer shall determine the disposal services rate for 35-, 65-, and 95-gallon carts based on the assumptions. This rate will only be changeable for tipping fee adjustments as outlined in Section III, Specifications Subsection 4.0.

2.3 Recycling Collection and Processing Services: The CCRRA shall provide this cost at the pre-proposal meeting and the Centre Region COG will supply it in an addendum to the RFP.

2.4 Total Base Services Fee: Comprised of three components: Solid Waste Collection Services cost, Solid Waste Disposal Services cost, and the Recycling Collection and Processing cost. The proposer shall provide a monthly cost per unit for each cart size.

III. RATES AND ADJUSTMENTS: Form A.2: Proposed Fees for OPTIONS: Additional Residential Base Services

The Proposal Price Form A.2 is for the optional inclusion of additional services in the total pricing per customer per month. These rates are not adjusted throughout the contract except by the CPI adjustment as defined in Section III, Specifications Subsection 16.0.

IV. RATES AND ADJUSTMENTS: Form A.3: Proposed Fees for Residential Additional Services

The Proposal Price Form A.3 is for fees in excess of the Base Service Fee. The proposer must complete this form and insert a “0” if the proposal includes no cost for this service. No adjustments to these rates shall be applied throughout the term of the contract unless expressly approved in writing by the Centre Region COG Executive Director or designee.

V. COMPLETION OF PROPOSAL PRICE FORMS:
Proposers are required to complete the Proposal Price Form A.1 providing prices for all service categories; Proposal Price Form A.2 providing prices for any, all, or none of the optional services; Proposal Price Form A.3 providing prices for additional service; and completing all signature spaces.
### PROPOSAL PRICE FORMS

**Form A.1: Proposed Fees for Residential Base Services**

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly Fee per Residential Service Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste Collection Services(^1)</td>
<td></td>
</tr>
<tr>
<td>Solid Waste Disposal Services(^2)</td>
<td>95- gallon cart per month</td>
</tr>
<tr>
<td></td>
<td>65- gallon cart per month</td>
</tr>
<tr>
<td></td>
<td>35- gallon cart per month</td>
</tr>
<tr>
<td>Recycling Collection and Processing Services(^3)</td>
<td></td>
</tr>
</tbody>
</table>

**Total Proposed Service Base Fee**

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly Fee per Residential Service Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste Collection and Disposal Services 95- gallon cart and</td>
<td></td>
</tr>
<tr>
<td>Recycling Collection and Processing Services</td>
<td></td>
</tr>
<tr>
<td>Solid Waste Collection and Disposal Services 65- gallon cart and</td>
<td></td>
</tr>
<tr>
<td>Recycling Collection and Processing Services</td>
<td></td>
</tr>
<tr>
<td>Solid Waste Collection and Disposal Services 35- gallon cart and</td>
<td></td>
</tr>
<tr>
<td>Recycling Collection and Processing Services</td>
<td></td>
</tr>
</tbody>
</table>

\(^1\) Adjusted annually by changes in CPI and Fuel Price, subject to modification cap. See Section III, Specifications Subsection 4.0.

\(^2\) Adjusted annually for changes in Tipping Fees, subject to modification cap. See Section III, Specifications Subsection 4.0.

\(^3\) Provided at Pre-Proposal meeting and as addendum to RFP.

**Form A.2: Proposed Fees for OPTIONS: Additional Residential Base Services**

(Centre Region COG may include in Residential Base Services)

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly Fee per Residential Service Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing, Payment, and Related Customer Service(^4)</td>
<td>per month</td>
</tr>
<tr>
<td>Bulk Waste Collection(^4)</td>
<td>per month</td>
</tr>
<tr>
<td>Source Separated Bulk Recyclables Collection(^4)</td>
<td>per month</td>
</tr>
<tr>
<td>Christmas Tree Collection(^4)</td>
<td>per month</td>
</tr>
</tbody>
</table>

\(^4\) Adjusted annually for change in CPI. See Section III, Specifications Subsection 16.0.
### Form A.3: Proposed Fees for Residential Additional Services
(in excess of Residential Base Services)

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Proposed Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Solid Waste Collection Services</td>
<td>per cart per month</td>
</tr>
<tr>
<td>Additional Solid Waste Disposal Services</td>
<td>95- gallon cart per cart per month</td>
</tr>
<tr>
<td></td>
<td>65- gallon cart per cart per month</td>
</tr>
<tr>
<td></td>
<td>35- gallon cart per cart per month</td>
</tr>
<tr>
<td>Cart Replacement Fee</td>
<td>per cart</td>
</tr>
<tr>
<td>Cart Exchange Fee</td>
<td>per cart</td>
</tr>
</tbody>
</table>

Contractor’s Signature ____________________________  Attest ____________________________

Contractor’s Title ____________________________  Company Name ____________________________

Date ____________________________  Phone Number ____________________________
SECTION V

Contract
CONTRACT

THIS CONTRACT, Made and entered into on this _____________ day of ________________, 2024 by and between the Centre Region Council of Governments ("Centre Region COG") acting on behalf of Benner, College, Ferguson, Harris, and Patton Townships (each individually a "Township" and collectively the “Townships”), all in Centre County, Pennsylvania, and _____________________________ (hereinafter called the "Contractor").

WITNESSETH, That the Contractor and the Centre Region COG for the consideration stated herein agree as follows:

1. **Component Parts of the Contract Documents.** The Contract Documents (hereinafter "Contract Documents") shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:
   A. Legal Notice
   B. Instructions to Proposers
   C. Specifications
   D. Price Forms:
      a. Form A.1: Proposed Fees for Residential Base Services
      b. Form A.2: Proposed Fees for OPTIONS: Additional Residential Base Services
      c. Form A.3: Proposed Fees for Residential Additional Services
   E. Performance Bond / Letter of Credit
   F. Worker's Compensation Affidavit
   G. Non-Collusion Affidavit
   H. Insurance Certification
   I. CDL Compliance Certificate
   J. Questionnaire
   K. All other Certifications and Affidavits as are required to be submitted by the Proposal instructions or specifications.

2. **Scope.** The Contractor is granted the sole and exclusive right, to the extent provided for in the Contract Documents, within the geographic area as described in the Contract Documents and
shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide for the services as described in the Contract Documents.

3. **Term.** This Contract shall take effect on April 1, 2025, and remain in full force and effect until March 31, 2030. The solid waste, recycling, and optional services as identified below to be provided as part of this Contract shall commence at 7:00 am on April 1, 2025 and terminate at 7:00 pm on March 31, 2030.

   - Option 1: Billing, Payment, and Related Customer Service
   - Option 2: Bulk Waste Collection
   - Option 3: Bulk Recyclables Collection
   - Option 4: Christmas Tree Collection

4. **Indemnity Provisions.** Contractor assumes all responsibility for any and all injuries or damages whatsoever to persons or property which may occur to any such persons or property as a result of the performance or non-performance of the Contract between the Centre Region COG and the Contractor, whether arising from negligent, careless, willful or intentional acts, or failure to act of the Contractor and their agents, servants or employees, including costs, expenses, damages, claims, demands, suits, or injuries or any other loss, including attorneys' fees, which the Centre Region COG or the Townships may be subjected to by virtue of said Contract. In consideration of said Contract, therefore, the Contractor does hereby agree to indemnify and save harmless the Centre Region COG and the Townships of and from all such claims, actions, demands, damages, suits, or any other loss to which the Centre Region COG or the Townships may be subjected by reason of negligent, careless, willful or intentional acts, or failure to act of the Contractor and their agents, servants or employees, including costs, expenses, damages, claims, demands, suits or injuries or any other loss, including attorneys' fees. The Contractor shall protect and defend the Townships and the Centre Region COG against any such claims, demands or actions whatsoever.

Contractor shall defend, indemnify and hold the Centre Region COG, and the Townships and their respective officials, directors, employees, and agents harmless from and against any and all administrative, regulatory or judicial actions, orders, decrees, suits, demands, directives, claims, liens, proceedings, notices of noncompliance, potential responsibility, or violation by any governmental authority or other person (including claims for bodily injury, property damage, and natural resource damage) asserted pursuant to or arising under any federal, state or local statutes, regulations, codes and ordinances relating to the protection of the environment, the release of waste, hazardous substances, pollutants or contaminants (“Hazardous Materials”) into the environment, and the collection, handling, storage, transportation, or disposal of Hazardous Materials (collectively referred to as “Environmental Law”) and arising out of or relating to (i) any violation or alleged violation of any Environmental Law or requirement under an environmental permit, license or approval; (ii) Contractor's breach of any representation or warranty of Contractor or nonperformance of any obligation under this Agreement relating to environmental matters; (iii) Contractor's spill, discharge or other release of Hazardous Material during its collection, handling, storage, transfer and/or transportation of same by Contractor; and (iv) the transportation or disposal of, or arranging for the transportation or disposal of, Hazardous
Materials to any destination facility not approved in advance, in writing, by the Centre Region COG.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor. This Contract is intended to conform in all respects to applicable statutes of the Commonwealth of Pennsylvania, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

This Contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania and jurisdiction for review of the same shall be in the Centre County Court of Common Pleas and/or the Federal Court for the Middle District of Pennsylvania. All of the terms and conditions of the Contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at ________________________________ ,
as of this __________ day of __________________, 2024.

CENTRE REGION COUNCIL OF GOVERNMENTS

By: ________________________________  By: ________________________________
    , Chair

Title: ________________________________

And: ________________________________
    , Executive Director

Attest: ________________________________

Centre Region Council of Governments
Residential Refuse and Recycling Collection
Request for Proposals

53
SECTION VI

Performance Bond

or

Letter of Credit
PERFORMANCE BOND / LETTER OF CREDIT

Performance Bond or Letter of Credit as defined in Section III, Subsection 11.6 to be inserted.

11.6 SURETY: PERFORMANCE BOND OR LETTER OF CREDIT (LOC): Contractor will be required to secure a performance bond or unconditional and irrevocable Letter of Credit written on a regulated lending institution with an office in the Centre Region and acceptable to Centre Region COG ("Surety") for the sum of one million seven hundred and fifty-thousand dollars ($1,750,000) to secure performance of Contractor's obligations herein, except Section III, Specifications Subsection 11.3. Said Surety shall be for the period of the contract and shall specifically list Centre Region COG and the Townships as beneficiaries of the same. The Surety shall be irrevocable and shall be in the standard form acceptable by the Centre Region COG. The Surety shall cover the failure to perform as provided in Section III, Specifications Subsection 11.4 and 11.5 along with any indemnification necessitated by the Contractor's performance as more fully described in Section III, Specifications Subsection 10.
SECTION VII

Workers’ Compensation Affidavit
AFFIDAVIT FOR

ACCEPTING PROVISIONS OF THE WORKER'S COMPENSATION ACT

State of )
) )
) ss: )
County of )

being sworn according to law deposes and says

that they have accepted the provisions of the Worker's Compensation Act of 1915 of the
Commonwealth of Pennsylvania, with its supplements and have insured their liability thereunder
in accordance with the terms of said Act with

_____________________________________________________________________________
(Surety Company)

_____________________________________________________________________________
Contractor (type or print name)

By: __________________________________________

Signature

Sworn to and subscribed before me this _________________ day of ________________
A.D. 2024.

_____________________________________________________________________________
Notary

My commission expires __________________________
SECTION VIII

Insurance
INSURANCE

The Contractor is required to provide certification of the following minimum insurance requirements:

1. **WORKER'S COMPENSATION** - Including Occupational Disease and Employer's Liability Insurance.
   A. **Statutory** - Amounts and coverage as required by Worker's Compensation Laws of the Commonwealth of Pennsylvania.
   B. **Employer's Liability** - At least $100,000 each accident.

2. **PUBLIC LIABILITY** - Including coverage for direct operations, elevators, contractual liability and completed operations with limits not less than those stated below:
   A. **Bodily Injury Liability** * & **Property Liability** - Including Personal Injuries
      $1,000,000 each person / $3,000,000 Aggregate
   B. **Completed Operations Liability**
      Continued coverage in force for two years after completion of work.
   C. **Personal & Advertising Injury**
      $1,000,000 each occurrence
      *Regarding Bodily Injury - Written on a nonparticipating basis (with no participation by insured).
      **Regarding Property Damage - Including Broad Form Property Damage.

3. **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE** - Including coverage for owned, non-owned, and hired vehicles with limits not less than those stated below:
   A. **Bodily Injury Liability & Property Damage Liability**
      $1,000,000 each person Occurrence  Combined Single Limit of Liability

4. **EXCESS or UMBRELLA POLICY** in the amount of $5,000,000.

5. **ENVIRONMENTAL PROTECTION INSURANCE** - $1,000,000 per occurrence or Contractor shall enter into a Hold Harmless, Indemnification Agreement with the Centre Region COG and the Townships.

6. All Policies to be written insurers that maintain a minimum of an “A” rating. Centre Region COG and the Townships are to be named additional insured’s on a primary and non-contributory basis. Certificate to be provided on an annual basis.
SECTION IX
Non-Collusion Affidavit
NON-COLLUSION AFFIDAVIT

INSTRUCTIONS

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to the Request for Proposal (RFP). According to the Pennsylvania Antibid-rigging Act, 62 Pa. C.S.A. § 4501, et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Proposer who is authorized to legally bind the Proposer.

3. Bid-rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the proposal.

4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with the term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.
NON-COLLUSION AFFIDAVIT

State of 

) 

) 

) ss: 

County of 

)

I state that I am _______________________________ of ________________________________

(Title) (Name of firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am fully informed of the preparation and content of the attached proposal.

I further state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, proposer, or potential proposer.

2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposal, and they will not be disclosed before the proposal opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. __________________________, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing and/or bidding on any public contract, except as follows:

I state that __________________________ understands and acknowledges that the above

(Name of my firm)

representations are material and important and will be relied on by the Centre Region Council of Governments in awarding the contract for which this proposal is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Centre Region Council of Governments of the true facts relating to the submission of proposal for this contract.

_______________________________

Signatory's Name & Title (type or print name)

By: ______________________________

Signature

Sworn to and subscribed before me this _______ day of ________________ A.D. 2024

_______________________________

Notary

My commission expires___________________
SECTION X
CDL Compliance
**CDL COMPLIANCE**

**DRUG AND ALCOHOL TESTING**

The parties agree that the relationship between the Contractor and the Centre Region COG is one of independent contractor and not employer/employee and that the individual employees of the Contractor who will be performing the work pursuant to this contract are not employees of the Centre Region COG. The Contractor hereby certifies, represents, and warrants to the Centre Region COG that all persons performing any aspect of the work pursuant to this contract who are required to have a commercial driver's license are subject to a program for drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and the federal regulations adopted pursuant thereto.

This hereby certifies that during the term of this contract the Contractor attests to participation in a qualified drug and alcohol testing program and agrees to offer verification of such testing prior to the start of the contract and anytime during the term of the contract at the request of the Centre Region COG.

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<thead>
<tr>
<th>Name of Testing of Program</th>
<th>Contractor's Signature</th>
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<tbody>
<tr>
<td>Program Contact Person</td>
<td>Contractor's Printed Name</td>
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<td>Program Address</td>
<td>Contractor's Title</td>
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<td>Date</td>
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(____)  
Program Phone Number

_Centre Region Council of Governments_  
_Residential Refuse and Recycling Collection_  
_Request for Proposals_
SECTION XI

Questionnaire
REQUIRED QUESTIONNAIRE

Each proposer must completely answer all questions in this questionnaire. If a question refers to an option for which the proposer is not offering a proposal, please indicate “not applicable”. Answers should be submitted in a separate document accompanied by the notarized signature page.

Providing accurate information on this questionnaire ensures that Centre Region COG has the knowledge necessary to make an informed decision for awarding the contract. If the proposer fails to disclose the information requested, it will be considered an irregularity of the Request for Proposals Process and the proposer may be removed from the list of eligible haulers.

1. Please provide the following information:
   a. Name of Signatory
   b. Company name
   c. Date
   d. Phone Number

2. What is your Business Designation:
   Corporation
   Partnership
   Individual
   Joint Venture
   Other

3. How many years has your organization been in business as a Refuse Contractor?

4. How many years has your organization been in business under its present business name?
   a. Under what other or former names has your organization operated?

5. If a corporation, answer the following:
   a. Date of Incorporation
   b. State of Incorporation
      i. If not incorporated in Pennsylvania, provide documentation of authority to operate in Pennsylvania
   c. President's Name
   d. Vice President's Name(s)
   e. Secretary's Name
   f. Treasurer's Name

6. If an individual or partnership, answer the following:
   a. Date of Organization

Centre Region Council of Governments
Residential Refuse and Recycling Collection
Request for Proposals
b. Name and Address of All Partners (state whether general or limited partnership)

7. If other than a corporation or partnership, describe the organization and name the principals.

8. List the state(s) and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which the partnership or trade name is filed.

9. Describe the equipment proposed to be used for the Collection of Residential Refuse and any OPTIONAL collections included in the Proposal: Bulk Waste, Bulk Recyclables, and Christmas trees as follows:
   a. Number of vehicles
   b. General description of vehicle types
   c. Expected Date of CNG fuel vehicles in operation
   d. Storage Location of Vehicles
   e. List known vehicles to be used with the following information:
      i. Make/Year/Model
      ii. Body Type
      iii. Capacity
      iv. Present Condition (Poor/Fair/Good)
      v. Location

10. The CCRRA will be the subcontractor for recycling collection. CCRRA will provide equipment information at the pre-proposal meeting.

11. List the names and addresses of the surety companies which heretofore bonded you on refuse service contracts. (List three most recent)

12. Please provide the following information regarding the office and personnel to service the Centre Region contract, if awarded to you:
   a. Address of local or regional office to service the Centre Region COG contract
   b. Local Telephone number
   c. Toll-free number
   d. Name of employee or officer of the company to be assigned to manage the Centre Region COG contract
   e. Name and telephone number of contact person to answer questions of the Centre Region COG regarding this proposal

13. Provide the following information on each sub-contractor proposed to be used to carry out the work of the proposed contract, if the contract is awarded to you:
   a. Subcontractor's Name
   b. Address
   c. Portion of Work to be Subcontracted
   d. Subcontractor’s Proposal Price per unit (Please provide the monthly cost per household.)
14. Have you ever defaulted on any contract? If this question is answered yes, please give details regarding the circumstances of each contract for which you were held in default.

15. Are there any unsatisfied judgments entered against you? If yes, explain each case in detail.

16. List any and all incidents of non-compliance resulting in fines paid to the Pennsylvania Department of Environmental Protection within the last three (3) years. Include: Date, Incident, and Fine Amount

17. Give the name and address of the surety company which has agreed to act as surety on your performance bond should the contract be awarded to you.

18. Please describe your safety and training programs for personnel who may be assigned to perform collections as per the contract.

19. List your experience in the collection and transport of municipal solid waste:
   a. How many years have you been in the business of collecting and transporting municipal waste?
   b. What municipal contracts, similar to this, have you had within the last ten (10) years. Please list no more than ten (10). List Municipality, Contact Person & Phone and Dates of Contract.

20. List your Department of Environmental Protection (DEP) license number(s) that would be applicable to the collection and transport of refuse and recyclable materials in Centre County, Pennsylvania.

21. Describe in detail the plan, including access to equipment and personnel, that would be used to handle schedule deviations that may occur due to mechanical breakdown or extraordinary weather.

22. If this Proposal includes a proposal for billing, payments, and related customer service, describe your proposed process for preparing and issuing customer bills and receiving payments per Section III, Specifications Subsection 16.1. Please explain frequency of billing, form of billing, location where payment will be processed and delinquency collection practices. A sample bill must be attached.

23. Please provide the following customer service information per Section III, Specifications Subsection 8.7:
   a. Location of customer service office
   b. Hours of operation
   c. Description of customer complaint resolution procedures
   d. Description of how the Contractor plans to meet or exceed the customer complaint resolution procedures.
   e. Individual or group of individuals that will oversee the transition between contracts

24. Please list any anticipated changes to the existing daily collection schedule.

26. If this Proposal includes a proposal for collecting bulk waste, please describe the anticipated schedule and logistics for the collection of bulk waste including frequency, advance registration requirements, and limits in accordance with the specifications in Section III, Specifications Subsection 16.2.
27. **If this Proposal includes a proposal for collecting source separated bulk recyclables**, please describe the anticipated schedule and logistics for the collection of bulk waste including frequency, advance registration requirements, and limits in accordance with the specifications in Section III, Specifications Subsection 16.3.

28. Please describe the methods you will use to inform residents why items or carts were rejected as per Section III, Specifications Subsection 7.12.

29. Please include any suggested educational information (e.g. sample ads, flyers, company resources) on refuse and recycling services per Section III, Specifications Subsections 12.3 and 12.5.

30. Cart Collection: Identify the schedule for cart distribution and the start of automated cart collection for residents. See Section III, Specifications Subsection 3.

31. Cart Collection: Identify the type and sizes of carts and the plan for implementing cart collection per Section III, Specifications Subsection 3.

32. Please describe the method by which customers can change cart sizes including how to request a different size and the frequency of allowable requests.

33. **If the Proposal includes a proposal to collect Christmas tree**, please describe the schedule and vehicles to be used for Christmas tree collection as per Section III, Specifications Subsection 16.4.

34. Please provide the method through which customers may request a special pick up if available and sample costs for that service as per Section III, Specifications Subsection 7.2.
REQUIRED QUESTIONNAIRE

NOTARIZED SIGNATURE PAGE

The Response to Questionnaire document must include the statement and signature and be notarized as below:

The Proposer hereby avers that the answers to this questionnaire are true and correct and, further, agrees that said answers shall be considered as an integral part of the proposal and contract documents, if the contract is awarded to your company.

________________________________________________
Signatory's Name & Title (type or print)

By: ______________________________________
Signature

Sworn to and subscribed before me this ____________ day of ________________, A.D. 2024

_______________________________
Notary

My commission expires ____________
SECTION XII

Appendices

A – Collection Days Route Map
B – History of Fuel Cost & Sample Adjustment
C – CCRRA 2024 Fee Schedule and Rules and Regulations
D – Centre Region COG Vacancy Policy
E – Excluded Private Lanes
November 17, 2023

Mr. Adam Brumbaugh
Township Manager
College Township
1481 East College Ave
State College, PA 16801

IMPORTANT INFORMATION – PRICE CHANGES

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers, as well as exciting experiences they won’t find anywhere else. We are also focused on making our network stronger in order to meet our customers’ current needs and future demands.

As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 20, 2023, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee.

Enclosed are the notices customers will receive within their bill starting November 20, 2023. We know you may have questions about these changes. If you need further assistance, please feel free to contact Duncan Ackerman, Senior Manager, Government & Regulatory Affairs, at 412-995-0160.

Sincerely,

Deanne Trent
Manager, External & Government Affairs
Comcast

Enclosure: Customer Notification(s)
Important information regarding your Xfinity services and pricing

Effective December 20, 2023

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<td>Choice TV Select - with TV Box (Flex upgrade)</td>
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<td>HBO, MGM+, and DVR</td>
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### Important Information – Price Changes

**December 20, 2023**  
**Additional Information Continued**

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<td>HD Complete XF Triple Play</td>
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About Our 2023 Sustainability Report

With a driving purpose to accelerate the transition to a carbon-free future, sustainability is at our core. We are driven by our commitment to creating long-term value for our customers, communities and shareholders by combining next-generation energy products and services with the nation’s largest producer of clean, carbon-free energy.¹ The 2023 Constellation Sustainability Report (CSR) details our efforts to accelerate the transition to a carbon-free future to meet the challenges of the climate crisis and our progress on key environmental, social and governance (ESG) topics.

Unless otherwise indicated, the report reflects our ESG performance across each of our operations for the period of January 1, 2022 through December 31, 2022. For more information on our sustainability efforts and management approach, please see our additional disclosures below.

¹ As used in this report, the terms “clean, carbon-free energy” refers to electricity that is generated by facilities that do not directly emit GHGs, such as carbon dioxide, during the generating process.

Key Links

- Sustainability Report
- About Constellation
- Business Strategy
- Our Purpose
- Values and ESG Principles
- Investor Relations
- 2022 Form 10-K
- 2023 Proxy Statement

2023 Constellation Sustainability Report

The 2023 Constellation Sustainability Report addresses our approach and progress on key environmental, social and governance (ESG) topics across each of our operations for the period of January 1, 2022 through December 31, 2022, unless otherwise indicated.

ESG Data Index & Factsheet

Our ESG Data Index & Factsheet provides key performance indicators (KPIs) and additional information relevant to our ESG performance.

Reporting Framework Content Index

Our Reporting Frameworks Content Index outlines how our existing disclosures align with the 2021 GRI Standards and the recommended metrics for the SASB Electric Utilities and Power Generators Standard.

External GHG Emissions Inventory Assurance Statement

Our External GHG Emissions Inventory Assurance Statement provides verification of our Scope 1, 2 and 3 GHG emissions.
Our Business

Constellation has over 13,000 employees and operates in 48 U.S. states, the District of Columbia, Canada, and the United Kingdom.

Our generation fleet has a capacity of 32,355 MWs and an annual output that is almost 90 percent carbon-free, generating enough clean energy to power the equivalent of 15 million homes.

Our family of retail businesses serves approximately 2 million residential, public sector and business customers, including approximately 75 percent of the Fortune 100.

Constellation Headquarters: Baltimore, Maryland.

- 48 U.S. States
- 32,355 MW of generating capacity
- ~2 Million Homes and Businesses
- 3/4 of Fortune 100
Powering America’s Clean, Carbon-Free Energy Future

We are the nation’s largest producer of clean, carbon-free energy, enhancing grid resiliency with our diverse generation portfolio, including the nation’s largest nuclear fleet, that produces around 10 percent of the carbon-free energy in the U.S. Our generation fleet, which includes nuclear, hydroelectric, wind, solar and natural gas facilities, has an annual output that is 90 percent carbon-free, and generates enough clean energy to power 15 million homes.

We set an ambitious goal to achieve 95 percent carbon-free electricity generation by 2030 and 100 percent by 2040. We are also aiming to reduce our operational emissions by 100 percent by 2040 and are developing a roadmap for achieving these climate goals. Prior to the end of 2022, we successfully accomplished our goal to provide 100 percent of our commercial and industrial customers with information on their greenhouse gas impact for facilities contracting for power and gas supply from Constellation. Currently, we are developing a roadmap for achieving our climate goals which will include implementation plans and recommendations for KPIs to track progress, and which will put us on a path to reduce our Scope 1 and 2 emissions by 2030 and beyond.

The fight against climate change goes beyond our own operations; it will require a full transition to a low-carbon economy. Constellation can leverage our low-carbon fleet and next-generation sustainable product portfolio to accelerate this transition. Each of our nuclear stations has the potential to become clean energy centers that can satisfy the growing demand for clean and flexible energy while producing clean hydrogen and supporting 24/7 power to customers behind the meter.

Our commercial platform provides tools to empower existing and future customers to measure their carbon footprint, reduce emissions, increase access to clean, carbon-free and renewable power and improve energy efficiency. Constellation capitalizes on this leading customer platform to enable customers to meet their energy and sustainability goals through products such as Constellation Offsite Renewables (CORe), Hourly Carbon-Free Energy Matching, Emissions-Free and Renewable Energy Certificates, and many others.

Key Links
• Sustainability Report
• About Constellation
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In 2022, we produced more than 178 terawatt hours (TWh) of clean, carbon-free electricity. Our generating capacity is 32,355 MW. With an annual output that is 90 percent carbon-free, we are the nation’s largest producer of clean, carbon-free energy. This output is enough to power 15 million homes and producing around 10 percent of the carbon-free energy in the U.S. It helps avoid 126 million metric tons of carbon emissions.
Mitigating Our Environmental Impacts

Constellation is committed to protecting the environment and we implement environmental management systems that help us uphold our compliance obligations to manage and mitigate environmental impacts. Water scarcity is a critical risk for our industry, and we use the World Resources Institute Aqueduct tool to aggregate water stress indicators. We are also committed to working with local stakeholders to protect biodiversity and we employ the mitigation hierarchy to avoid, minimize, restore or offset our operational impact on ecosystems.

We systematically manage waste at our facilities to reduce the amount of operational waste sent to landfills. Additionally, at each of our nuclear stations, we safely, securely and responsibly manage all types of nuclear waste and store spent fuel on-site in strict compliance with the rigorous safety and security requirements of the U.S. Nuclear Regulatory Commission (NRC).

Key Links

- Environmental Policy
- Water Resource Management Policy
- Biodiversity Policy
- Environmental Stewardship & Impact
- Nuclear Safety
Uplifting and Strengthening Our Communities and Our People

Constellation’s positive impacts go beyond providing clean, carbon-free energy to our customers. We strive to create good-paying, family-sustaining careers that contribute to the economic development of the communities where we live and work in conjunction with the taxes we pay to local government, philanthropic giving and employee volunteerism. In 2022, Constellation contributed $7.9 million in philanthropic donations—87 percent of which supported programs specifically targeted to underrepresented and underserved populations. We also pursue community partnerships that support our diversity, equity and inclusion (DEI) mission and advance STEM education, such as through our E2 Energy to Educate, Science Beyond the Classroom, Powered by Constellation and Constellation Scholars programs.

We are dedicated to protecting the safety and health of our employees, contractors, customers and the general public. Our overarching Corporate Safety Policy outlines how we holistically manage safety risks and in 2022, our employees received an estimated 200,000 hours of health and safety training. Constellation is also fully committed to maintaining strict attention to the safety of our nuclear assets so they can continue to supply our communities and customers with clean, carbon-free, reliable energy.

Constellation aims to attract, retain and advance a world-class workforce and we work toward this objective by sourcing a diverse talent pipeline, offering holistic benefits that support employee health and wellbeing, and cultivating an inclusive culture where all individuals can develop in their careers. In addition to working with various high school, technical trades schools and pre-apprenticeship programs, in 2023, we launched Powering Change, a $1 million workforce development program, to provide access for populations with historically limited access to careers within the energy sector.

Constellation integrates diversity as a business imperative and core value. To promote DEI across our organization, we offer a variety of internal DEI training resources and launched the THRIVE program to prepare a diverse cohort of high-potential employees for higher-level positions. Constellation strives to maintain a diverse workforce and between the date of our separation from Exelon in February 2022 and the end of that year, the number of women in our total workforce increased by 5.4 percent and the number of ethnically or racially diverse individuals increased by 10 percent. Furthermore, our nine employee resource groups provide employees with an outlet to share experiences, receive support from colleagues, and contribute to a diverse and inclusive culture.

Key Links
- Community
- Careers
- Our Commitment to DEI
Upholding Strong Governance Principles

Delivering on our purpose is dependent on robust leadership and governance. The Constellation Board of Directors and its committees are responsible for the execution of the company’s growth and long-term business plan and provide ultimate oversight of ESG issues.

We are driven by our value to “Act with Integrity” and maintain a comprehensive ethics and compliance program to support this value. Constellation’s Code of Business Conduct outlines our expectations and standards for ethical conduct for all employees, directors, officers, subsidiaries and third parties with which we do business, as applicable. In 2022, 99 percent of employees completed required training on the Code.

At Constellation, we embed resiliency, reliability and equity into our supply chain. To hold our suppliers accountable for upholding our values, we ensure they adhere to our Constellation Supplier Code of Conduct. We are also committed to maximizing opportunities for minority, women, veteran/service-disabled and LGBTQ+-owned and small businesses. In 2022, we spent 19 percent of our total supplier spend with diverse suppliers.

Key Links

• Board & Committees
• Corporate Governance Principles
• Ethics & Governance
• Code of Business Conduct
• Supplier Code of Conduct
• Suppliers
The United States Housing Affordability Crisis: No Easy Solutions

The many dimensions of the crisis, the impact of the pandemic, and what will (and won’t) really make a difference.

By Alan Mallach | Dec 01, 2023 | PM MAGAZINE - ARTICLE

As the United States has grown and the quality of the nation’s housing has improved, it has also become more expensive and less affordable to much of the nation’s population. Millions of Americans today find themselves spending so much for housing that they have difficulty meeting other necessities of life, while many others are thwarted in their dreams of homeownership.

Since the onset of the COVID-19 pandemic, the crisis in housing affordability has been a recurrent theme in the media, while solutions have been put forward by organizations and people across the political spectrum. But much of what is written about the problem is often misleading, while the solutions being most widely promoted would have little or no effect on the families most severely affected. In this article, I will describe the elements that make up the affordability crisis, and why they have just recently become so much more severe. Then I discus the current efforts to address the problem and suggest what may be needed if it is ever to be truly resolved.

1. Breaking Down America’s Affordability Problems

There is no one affordability problem. There are many affordability problems, depending on one’s income, where one lives, and whether one is an owner or tenant. The most important, though, in terms of the suffering it causes and its significance for housing policy, is rental affordability or cost burden. It affects people of different incomes differently and varies greatly across the United States. A second problem is homebuyer affordability, or the extent to which high housing costs prevent households from becoming homeowners, but which mostly affects families of higher incomes than those whose lives are most deeply blighted by high rental costs. Most of this article will focus on rental affordability.

Households spending more than 30% of their gross income for rental costs, including utilities, are considered cost burdened. Those spending more than 50% of their gross income for rental costs are considered severely cost burdened. In 2021, 21.6 million renter households, almost half of all American renter households or one in six American households, were cost burdened. More than half of those, or 11.6 million renters, were severely cost burdened. The great majority of these households were very low-income households. While the percentage of cost burdened renters dropped slightly between 2014 and 2019, it has risen sharply since then. Two distinct and separate affordability problems, however, are nested in this total. I call them systemic cost burden and strong-market cost burden. They are very different.
Systemic Cost Burden

Very low-income families face the most severe rental affordability problems. They must contend with a systemic imbalance in the nation’s economy between what low-level jobs pay and what it costs a private landlord to provide a modest but decent rental dwelling unit. For example, the 25th percentile hourly wage (25% earn less and 75% earn more) in the United States for retail workers in 2021 was $12.43/hour. A worker in such a job, working 35 hours/week for 50 weeks (if she’s lucky) will earn a total of $21,131 for the year. If she is the sole support of her family, she can afford to pay no more than $528/month for rent without being cost burdened.

Most rental properties in most American communities are either single family homes or a small multifamily buildings. When you add up the operating costs, including maintenance, reserves, property management, taxes, insurance, water and sewer fees, and allowances for vacancies and collections, they typically run between $400 and $600 per year. Assuming the landlord’s cost to acquire and upgrade the property is a modest $100,000 and she aims for a 6% annual return on her investment, or has to pay a mortgage at that interest rate, the lowest rent they can charge and still come out ahead is $900 to $1100 per month, almost double what the 25th percentile retail worker and her family can afford.

Severe cost burden is concentrated among America’s poorest families. Of these families, 87% of renter households earning under $10,000/year and 87% of those earning $10,000 to $15,999 spend 30% or more of their gross income for housing. The poorest 20% or renters account for 60% of all households with severe cost burden. These families live in chronic instability. They struggle to pay for food, transportation, and other essentials, while their ability to pay their rent can easily be derailed by unexpected medical expenses or a car breakdown. Cost-burdened households, particularly single mothers with children, are at greatest risk of eviction. They move more frequently than other families and often experience episodes of homelessness, undermining their family life, their children’s future, and their neighborhood’s stability.

Strong Market Cost Burden

Systemic affordability problems exist everywhere in the United States. But in high-demand housing market areas like coastal California, New York City, or Washington, DC, the pressure created by strong demand and limited supply leads affordability problems to migrate upward; that is, families at progressively higher income levels experience affordability problems. Renters earning between $30,000 and $74,999 (roughly 40 to 100% of the national median) are much more likely to be cost burdened in Los Angeles than, say, in Philadelphia or Cincinnati. These renters are hurting, but the amount of money a family earning $75,000 and paying 40% of their income for rent has left over for other necessities is far greater than that available to the family earning $20,000.

Strong-market affordability flows from two intersecting problems: the cost of housing has been bid up by demand from more affluent households and is made worse by the difficulty and high cost of building in these areas. Housing production in areas like Los Angeles or San Francisco is severely constrained not only by restrictive regulations but
by many other factors, including natural and environmental constraints. Those constraints, along with extremely high land costs, the high cost of labor and materials, and the effects of rigorous building and safety codes, have led the cost of building to skyrocket. A 2022 report pegged average construction costs in San Francisco at $439 per square foot. Using this construction cost, adding modest land and soft costs, a small new two-bedroom apartment would cost over $750,000, and would have to rent for over $4,000/month to break even. While building enough of those apartments might lead older buildings to filter down in price to where some middle-income families could afford them, tight land supply means that building enough to make a major difference might be well beyond what is realistically possible in San Francisco and many other supply-constrained strong market areas.

**Affordability and the Ability to Buy a Home**

Most American families aspire to homeownership. While for many years house prices and household incomes tended to move in parallel, starting around 2000 (except for a dip during the Great Recession) house prices have been rising faster than incomes. In addition to the price of the home, though, a family’s ability to afford a home depends on the interest rate on the mortgage, as well as the size of the down payment and the annual cost of property taxes, insurance, and other fees, which vary widely from one part of the United States to another. To measure this, the National Association of Home Builders and Wells Fargo have created a Housing Opportunity Index (HOI), which combines incomes, prices, and interest rates to estimate what percentage of the houses in any given housing market area are affordable to a family earning the median income for that area. The lower the HOI, the fewer homes that are affordable to such a family. See Figure 1.

**Figure 1: Housing Opportunity Index, 1992 to 2023**

![Housing Opportunity Index chart](image)

*Source: NAHB-Wells Fargo Housing Opportunity Index
Note: The Y-axis shows the percentage of homes a household earning the local median income can afford.*

The HOI goes up and down. Affordability dropped during the 2000–2007 housing bubble, rose sharply during the Great Recession, and stayed fairly stable between 2013 and
2020. Although house prices were rising during these years, their effect was mostly offset by dropping mortgage interest rates, which bottomed out in 2020. The steep drop in affordability since 2020 comes partly from rising prices and partly from rising interest rates. As with rental affordability, the affordability of homes for sale also varies widely across the country. There are areas where almost all homes are affordable to a median-income household (like Cumberland, Maryland or Elmira, New York) and those where hardly any are affordable (like Orange County, California). The 11 least affordable housing market areas are all in California, while of the 40 areas (out of 234) where a median-income family can afford 75% or more of the homes, 39 are in the Northeast or Midwest.

The ability of middle-class families to buy a home fluctuates widely over time and geography. Within 15 years, the HOI has yo-yoed from 40% to 80% and back to 40%. But there are still many places in the United States—although not necessarily those where most people want to buy homes—where homes are highly affordable. As we turn to the way the perception of affordability as a metastasizing crisis has grown seemingly overnight, it is important to maintain that perspective.

2. COVID and the Unexpected Crisis

While housing affordability has long been seen as a problem, it took on new urgency during the COVID-19 pandemic. Soon after the onset of the pandemic in early 2020, rentals and sales prices both began to rise much faster than ever before, even more than during the height of the bubble years. From the second quarter of 2020 to the fourth quarter of 2022, the median sales price for homes in the United States rose from $322,600 to $479,500, or nearly 50%. Although prices then began to tail off, the recent decline has been more than offset by rising mortgage interest rates. Rents also increased, by 13.5% in 2021 alone. While sales prices and rental growth are slowing down, they will likely never return to pre-pandemic levels. What can account for this increase, which was largely unpredicted by either researchers or industry professionals?

![Figure 2: Change in Median House Sale Price, 2013 to 2023](image)

Many different factors came together in 2020 to create the conditions for sharp price and rent increases, as shown in Figure 3. New housing production has lagged behind demand since the onset of the Great Recession, creating a cumulative shortfall in supply,
while new household formation, the main driver of housing demand, which was sluggish for many years, increased significantly during the late 2010s. At the same time, mortgage interest rates, which had been gradually declining since the 1980s, bottomed out at 2.68% in December 2020.

**Figure 3: Factors Leading to House Price and Rent Increases During COVID-19 Pandemic**

On top of this, the pandemic triggered both even greater demand and even less available supply. Many affluent renters realized that low mortgage interest rates made homeownership more attractive than continuing to rent. With people working from home rather than commuting to an office, many began to look for larger quarters, while others chose to relocate to communities farther from their workplace. Cities two or three hours from Manhattan—like Kingston, New York, or Bethlehem, Pennsylvania; or with strong natural amenities like Provo, Utah, or Sarasota, Florida—experienced sharp demand surges. The increase in demand was strongest among high-wage, upper-income households, disproportionately pushing prices upward.

At the same time, the number of homeowners putting their houses on the market dropped sharply. Many reasons have been suggested for this, including older owners’ reluctance to move or have strangers in their homes during the pandemic. As the market further tightened and mortgage interest rates began to rise, owners holding cheap mortgages realized that moving could mean much higher housing costs. Whatever the reasons,
available housing inventory, which is highly seasonal, failed to rise as usual during the spring and summer of 2020, and then dropped precipitously during the second half of the year, just as demand was rising. By mid-2023, although the pandemic is no longer driving people’s behavior, inventory levels have remained far below pre-pandemic levels.

The increase in house prices and rents, however, has inserted the issue of affordability squarely into the American political mainstream. But what does that really mean for the millions of people impacted by high housing costs?

Figure 4: Available Housing Inventory for Sale in the United States, 2016 through 2023

![Graph showing available housing inventory]

Onset of Pandemic

Source: FRED, Federal Reserve Bank of St. Louis/Realtor.com

3. Can We Solve the Affordability Problem?

Housing costs have been on the national agenda for a long time. In 1978, the federal government created a Task Force on Housing Costs, whose final report opens by noting, “The high cost of housing is now a major problem for millions of Americans.” In 1990, President George H. W. Bush convened an Advisory Commission on Removing Barriers to Affordable Housing, while in 2004, president George W. Bush announced the America’s Affordable Communities Initiative to “bring homes within reach of hard-working families through regulatory reform.”

In some ways, nothing is new. But what people are talking about today is different in important ways. For one thing, the focus is overwhelmingly on a single issue: underproduction of new housing. While an undersupply of new housing, particularly in high-demand areas like coastal California, certainly contributes to the affordability problem, it is far from the only contributor to the problem. The focus, moreover, is on one specific obstacle to building more housing: land use regulation. That is, reforming the
zoning laws local governments use to regulate the use, density, height, and other features of development.

This focus has brought together an unusually broad coalition, including homebuilders, as well as so-called YIMBY ("Yes in My Back Yard") pro-development voices from left to right, libertarian tech bros, and left-wing housing advocates. However, the voices of those who argue that other strategies are needed, particularly organizations serving very low-income families, are barely heard.

The strength of the coalition pushing for zoning reform has already led to major changes in many municipal zoning ordinances and in the laws of a number of state governments. The latter is most important, since under the American system of government, state law defines how towns and cities regulate land use. Any change to a state’s zoning laws therefore, changes the ground rules for hundreds of separate municipal zoning ordinances.

The first notable state zoning change was in Oregon in 2019, when it amended the state zoning law to abolish exclusive single-family zoning in cities over 10,000 in population. All such cities must now allow two dwelling units where only one could be built before, while cities over 25,000 must allow at least four. Reforms have since been enacted in California, Connecticut, Maine, Massachusetts, Montana, New Hampshire, Rhode Island, Utah, Vermont, and Washington. Eight states now require municipalities to allow accessory dwelling units (ADUs)—second dwelling units on the same single family lot, either within the existing house or as a smaller separate structure—in single family zoning districts.

Ending the historic practice of exclusive single-family zoning, meaning zones where only single-family detached houses are allowed, has been a major goal of the zoning reform movement. That restriction governs the great majority of residentially zoned land in the United States, including almost all suburban land and large parts of central cities, including 70% of the residentially zoned land in Minneapolis and 81% in Seattle. Indeed, many people point to the moment in 2019, when Minneapolis amended its zoning laws to eliminate single-family zoning districts and to permit up to three housing units to be built on each individual building lot as the first major victory of the zoning reform movement.

This turnaround on zoning, although still embryonic, must be recognized as a major achievement on an issue that until recently was seen as all but politically untouchable. Yet is it the “solution” to the affordable housing crisis, or even, as has been argued, to homelessness? While some of the reforms will help, usually in small ways, the answer is an unequivocal no. Although the much-heralded Minneapolis reform affects 70% of the city’s land area, after two and a half years it had resulted in only 100 new housing units; put differently, it increased housing production in the city over that time by only 1%.

Part of the problem is that, as I have written elsewhere, there are compelling economic reasons why increasing density in already-built-up single-family districts—which describes almost all urban single-family districts—not only fails to lead to large-scale housing production, but all but dictates that any new housing will be significantly more
expensive than the homes it replaces. Indeed, it is hard to escape the conclusion that—
leaving aside ADUs, which are truly helpful—re zoning of built single-family areas is more
about symbolism than about substance.

Although re zoning of urban commercial or industrial areas for higher-density residential
use may be somewhat more productive, zoning reform in heavily developed central cities
like Minneapolis or San Francisco is likely to have only a limited effect on housing supply,
if only because of the inordinate cost and difficulty of site assembly and the
disproportionately high cost of construction, as discussed earlier. If enough new housing
gets built, it may have some effect on reducing existing rents through the filtering
process, but in most cases the effect is likely to be quite modest.

Increasing housing production in the suburbs is easier and likely to have far more impact.
Vacant or underutilized sites, such as low-density strip commercial areas along arterial
roads, are widely available and considerably less expensive to develop than urban sites.
Rezoning those areas, along with rezoning under utilized office parks to allow multifamily
housing, while changing the zoning of as-yet undeveloped land currently zoned for single
family homes, could actually lead to significant increases in housing production.

But the shortfall in housing production is not just a matter of zoning. Many other factors
stand in the way of significantly increasing housing production, including non-zoning
regulations, the difficulty and cost of site assembly in largely built-up cities, shortages of
skilled construction workers and qualified subcontractors, and high barriers to entry for
start-up land developers. None of these issues have yet been seriously tackled, and
some have hardly been discussed. It is important to remember, moreover, that many
regulations, like limits on building in floodplains or wetlands, are there for good reason.

All of this, however, fails to address the most urgent question. At best, a program of
extensive zoning reform, coupled with other measures to increase housing production,
may help ameliorate the problems of some struggling middle-class households squeezed
by high costs and limited supply in high demand markets such as coastal California and
New York City. Even those effects are likely to be limited because of the inordinately high
cost of the new housing that will be built. It will not begin to meet the needs of low-income
families, whose lives are far more devastated by housing cost burdens, because the
systemic gap between housing costs and incomes makes it impossible, however many
units we build, for costs to filter down to where those families can afford housing in the
private market. Even less will it help meet the needs of homeless people, who (more or
less by definition) have very low incomes and who are often further burdened by social,
mental, or physical disabilities.

It is widely held that where the cost of an essential public good exceeds the ability of
people who need that good to pay for it, the public sector should help bridge the gap.
Thus we provide minimum levels of health care and food through Medicaid and SNAP as
entitlements for people whose incomes are too low to pay for those goods. But that is not
true for housing. Instead of being an entitlement, housing assistance is a lottery. The
most widely cited estimate is that only 24% of eligible households in need are able to
obtain housing assistance, in most cases through a housing choice voucher, which pays
the difference between the full market rent and what a low-income family can afford, while paying 30% of their income for rent. Almost all the other 76% are cost-burdened.

The single most important thing we can do to solve the affordability crisis among low-income families is to provide a housing allowance—whether through the current voucher program or a redesigned and improved program—for every household whose income is too low for them to afford modest but decent housing in the private market.

In many communities, where supply is adequate and prices relatively low, a well-designed entitlement housing allowance program might in itself largely address the affordability problem. In higher-priced strong market areas, it would have to be combined with a program to subsidize construction of affordable or mixed-income housing to provide an adequate supply of moderately priced dwellings where people could use their allowance, including supportive housing for homeless people. This would be expensive, but well within the means of the federal government. It would be a small part of what we currently spend on Medicaid and might well reduce Medicaid costs by improving family health in the bargain. Even then, however, it would have to be a regional, not a local program. Given the cost and scarcity of building sites and the exorbitant construction costs, it is hard to see how some cities like San Francisco could ever create enough housing to meet the needs of their lower-income residents.

This is not an either-or proposition. Zoning reform is long overdue, and recent reforms are a good step forward. But they address only one small piece of what is a complex systemic problem. Treating it as the solution is not only dangerously misleading, but ignores the urgent needs of millions of low-income families for whom zoning reform by itself is little more than a cruel hoax.

ALAN MALLACH is a senior fellow at the Center for Community Progress, Washington, DC.