

REFUSE COLLECTION AND RECYCLING CONTRACT

Entered into this _____ day of _____, 2022 by and between:

The BOROUGH OF WILSON, a Pennsylvania municipal corporation with its principal offices at 2040 Hay Terrace, Easton, PA 18042 (hereinafter “Borough”)

AND

_____, with its offices at _____ (hereinafter “Contractor”)

WHEREAS, the Borough, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, has found it necessary to regulate and control the collection and disposal of Garbage and Rubbish, including collection, processing and marketing of Recyclables, from the Residential Units of the Borough, and has invited and advertised for proposals from contractors for the collection and disposal of Refuse, including collection, processing and marketing of Recyclables, accumulated from Residential Units in the geographical confines of the Borough of Wilson, for a sixty (60) month period commencing January 1, 2023 and ending December 31, 2027, with an electable two-year extension;

WHEREAS, the Borough is mandated by Pennsylvania’s Act 101, entitled the “Municipal Waste Planning, Recycling, and Waste Reduction Act – Municipal Implementation of Recycling Programs,” to have and maintain a recycling program within the Borough; and

WHEREAS, following the above stated invitation and advertisement for proposals, Contractor has submitted a conforming proposal, and has been found by the Borough to be the lowest responsible bidder among those submitting conforming proposals in response to said invitation and advertisement; and

WHEREAS, the Borough is willing to enter into this Contract with Contractor for residential refuse collection and disposal, including collection, processing and marketing of recyclables, for the period commencing January 1, 2023 and ending December 31, 2027, on the terms and conditions hereinafter set forth, and Contractor is agreeable to entering into said contract.

NOW, THEREFORE, the Borough and Contractor, in consideration of the promises and the mutual covenants herein contained, and intending to be legally bound hereby, do agree as follows:

I. DEFINITIONS

1. The following words when used in this Contract shall have the following meaning ascribed to them except in those instances where the context clearly indicated otherwise:

- (a) “Ashes” means the residue from the burning of wood, coal, coke or other combustible materials.

- (b) "Collection Site" means the location and time for each customer in the Borough at which collection services are performed, as hereinafter set forth.
- (c) "Collection Unit" means any single-family, double-family or apartment dwelling, buildings owned by the Borough, convents, churches, banks, business and professional offices, barber shops, beauty salons, and newspaper and magazine shops, and other Business in the Borough.
- (d) "Contract Documents" means the Request for Proposals, Detailed Specifications, Bid Proposal Form, Letter of Intent and Certification, Bid Bond, Affidavit of Non-Collusion, Non-Discrimination Statement, Bidder's Business Certification, Performance Bond, Certificates of Insurance with Certification, Permits, Licenses and related documents, any additional documents requested by the Borough, and any amendments to the foregoing documents, together with Contractor's Proposal, all of which are incorporated by reference into this Contract as though fully set forth herein.
- (e) "Garbage" means the animal, fruit and vegetable waste resulting from the handling, preparation, cooking and consumption of foods and the residue from the fruit trees located on the premises. It shall not include food-processing wastes from industries such as canneries or packing plants nor large quantities of condemned food products.
- (f) "Hazardous Waste" means any solid waste which is within the definition of "Hazardous Waste" set forth in Section 103 of the Solid Waste Management Act, Act of July 2, 1980, P.L. 380, No. 97.
- (g) "Person" shall mean a natural person, firm, co-partnership, association, school, church, institution, or corporation, or other lawful entity.
- (h) "Recyclables" means all glass, aluminum, bottles and cans, cardboard (cut into 2'x2' sections and bundled), plastics (numbers one (1) through seven (7), newspaper, magazine, junk mail, all food material boxes and any other materials which may be designated from time to time by the Borough of Wilson.
- (i) "Refuse" means Garbage, Ashes, Rubbish and Riffraff as herein defined.
- (j) "Resident" means any Person residing in the Borough.
- (k) "Riffraff" means all waste material which is too large for collection in a forty-five (45) gallon container. Examples include, but are not limited to: furniture, tanks, tubs, stoves, tree trimmings, refrigerators, mattresses, lawn mowers, etc. Heavy items must be dismantled by the Owner such that any given item or component to be lifted by the Contractor will not exceed one hundred fifty pounds (150 lbs).

- (1) "Rubbish" means all waste material other than Ashes or Garbage which can be collected in a forty-five (45) gallon container such as paper, rags, street sweepings, excelsior, straw, boxes, old clothes and shoes, leather scraps, pieces of carpet, grass, leaves, twigs, branches, hedge trimmings, cloth, glass, China, wood, sand, brick, tile, etc.

II. REFUSE COLLECTION SERVICE

1. Collection — Contractor agrees to furnish labor, to supply all necessary vehicles, tools, equipment, materials and facilities, and to perform all work in a neat, clean and workmanlike manner necessary to collect all Ashes, Garbage, Refuse, Rubbish, and Riffraff accumulated in the Borough from all Residential Units, and to transport and dispose of the same at its own expense at a permitted facility to be located outside the limits of the Borough in a manner complying with all applicable laws and regulations, state, federal and other. Such site must be approved by the Pennsylvania Department of Environmental Protection.

Collections shall be made in the roadways within the Borough or from the curb or service drive when no alley serves the premises. Collection from the curb shall occur at the location adjacent to the public street immediately appurtenant to the customer's place of residence. The maximum distance of any curbside Collection Site shall be five (5) feet from the public street utilized by collection vehicles. Collection of Refuse shall be made once per week, Monday through Thursday, on the Borough's predetermined route, on days and at times specified by the Borough. Recyclables shall be collected bi-weekly, as more fully set forth below in Section IV, "Recyclable Service.". Riffraff shall be collected once per week.

Collections shall be made the following day when any of the holidays set forth herein occurs on a collection day: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No collections shall be made on Sundays.

Collection, transportation, and disposal of Garbage, Ashes, Rubbish, and Riffraff shall occur on a single day with yard waste (with the exception of leaves) to be included in the waste stream.

2. Schedule— Contractor shall pick up at reasonable times and shall submit a schedule of pick-ups (Monday-Thursday), to be approved by the Borough and attached hereto and incorporated herein as Exhibit "A." Contractor shall conduct its pick-ups in accordance with the submitted and approved schedule. Contractor shall advertise in a local newspaper of general circulation at least one (1) week prior to any change in schedule, including any and all holidays. Refuse and Recyclables shall be collected the business day following any holiday.

If, after the Contract is awarded, Contractor desires to change the recommended collection schedule, it must first notify the Borough in writing, and obtain the Borough's approval. In the event that the Borough approves the requested change, it shall be the sole responsibility of Contractor to advertise the change in the regular collection schedule in a local newspaper of general circulation for three (3) successive days, at least ten (10) days prior to the effective date of the new schedule, and Contractor shall be responsible for providing the

Residents with such reasonable notice as the Borough may request. Further, Contractor shall be solely responsible for the payment of said advertising and shall submit proof of publication to the Borough.

3. Packer Units — Contractor shall use packer units for the regular weekly collection of Refuse. All vehicles shall be watertight, shall be provided with a tight cover, and shall be operated so as to minimize offensive odors and blown, dripped or spilled Refuse. Any spillage shall be immediately cleaned up by Contractor. Contractor shall ensure that any lids or coverings are put back on the cans/containers following collection.

4. Title to Refuse — Contractor shall, upon collection of any item of Refuse pursuant to this Contract, acquire all right and title to the ownership thereof.

5. Disposal — Contractor represents and warrants to the Borough that Contractor presently has, and at all times during the term of this Contract shall maintain, the right to dispose of Refuse collected by it under this Contract in one or more lawful sanitary landfill sites, or other lawful disposition sites, and that Contractor is presently, and at all times during the term of this Contract, shall, remain in compliance with all federal, state, and other laws and regulations applicable to its business operations. Contractor agrees to submit copies of permits for any facility to be used in the performance of this Contract, including but not limited to transfer stations and landfills. Contractor agrees to submit a signed letter from the disposal, transfer and composting location(s) guaranteeing acceptance of the Borough's Refuse for the duration of this Contract.

6. Equipment — Contractor warrants that it presently has, and during the term of this Contract will at all times maintain, lawful possession and control of a sufficient number of Refuse collection vehicles, in good repair, and complying in all material respects with applicable Ordinances (as presently in effect) and with all applicable state and federal laws and regulations, to fulfill its duties hereunder.

7. Conduct of Employees – The employees of Contractor performing under this Contract shall not behave in a manner which is noisy, vulgar, obscene or insulting to customers.

8. Monthly Report — Contractor shall, on or before the fifteenth (15th) of each month, furnish to the Borough a monthly report. The report shall include, in pounds and tons, the amount of Refuse and Recyclables collected in the previous month.

9. Annual Report – Contractor shall provide the Borough with written documentation of the tonnage of Recyclables marketed during the prior year in sufficient detail for the Borough to submit its' performance grant application to the Department of Environmental Protection based on tonnage recycled. This data shall include (1) the marketing date, (2) the weight receipt numbers, (3) the market's name, (4) the market's address, (5) the weight of material sold, (6) the range and average price received per ton for each Recyclable during the year.

10. Weather and Unexpected Occurrences etc. — Contractor shall make arrangements to fully perform the within contracted work notwithstanding unexpected occurrences such as

varying weather conditions, temporarily closed streets, and the like. Upon the occurrence of any such event, Contractor shall make appropriate arrangements with the Borough to ensure the complete performance of this Contract. The provisions of this paragraph shall not require Contractor to take any action that would endanger the health or safety of any Person.

III. RECYCLABLE SERVICE

1. Recyclable Materials — The scope of work to be completed under this Section shall be in reference to recycling of Recyclable materials, as defined herein.

2. Collection — Contractor shall complete the bi-weekly single stream curbside collection of all Recyclables designated by the Borough from all Collection Sites and Units which receive municipal Refuse collection services. Collections shall be made in alleys within the Borough or from the curb or service drive when no alley serves the premises. Collection from the curb shall occur at the location adjacent to the public street immediately appurtenant to the customer's place of residence. The maximum distance of any curbside Collection Site shall be five (5) feet from the public street utilized by collection vehicles. The collection of Recyclables need not be on the same day as municipal Refuse collection and shall commence on the first regularly scheduled day of municipal Refuse collection in January, 2023 and continue until December 31, 2027.

3. White Goods — If the White Goods to be recycled contain freon, the owner must ensure that all freon has been professionally removed and a sticker applied to the same prior to pick-up. If the owner fails to see that any freon is professionally removed relative to any White Goods, Contractor shall not be required to collect the same.

4. Labor and Equipment — Contractor shall furnish all labor and specialized recycling vehicles and other equipment required for the prompt and efficient collection and transportation of all Recyclables to be collected under this Contract.

5. Title and Responsibility — All Recyclables materials placed out for collection shall be owned by, and be the responsibility of the Residents of the Borough, until such Recyclables are collected by Contractor. The Recyclable material becomes the property and responsibility of Contractor upon Contractor's acceptance and collection of said items. If Contractor determines that the Recyclables set out by any Resident(s) are unacceptable due to insufficient preparation of materials, Contractor and its employees shall follow the rejection procedure more fully described hereunder. Residents will utilize recycling containers and other containers which may be up to a thirty (30) gallon capacity, and must be clearly marked "Recycling."

6. Containers — Contractor shall leave all reusable recycling containers, and any protective covers used to keep the Recyclable materials dry, at the point of collection, without damage. Contractor shall ensure that any lids or coverings are put back on the cans/containers following collection.

7. Clean-Up — Contractor shall adequately clean up any materials spilled, blown or otherwise dispersed during the course of collection and/or transportation operations. All

collection vehicles shall be equipped with at least one (1) broom and one (1) shovel for use in cleaning up material spillage and/or dispersal. Contractor shall have no responsibility to remove or clean up any items which are unacceptable due to insufficient material preparation by Residents, which are rejected for this reason, according to the procedure set forth herein, and which have not been handled by Contractor or its employees. Should Contractor reject any items for this reason, Contractor shall leave a notice specifying the reason the item was not collected.

8. Vehicles — Contractor shall supply collection vehicles for the sole purpose of collecting Recyclables, and which are capable of transporting the Recyclables in a condition so as to maximize marketability.

9. Commingling – Contractor shall not commingle Recyclables collected in the Borough of Wilson with Recyclables from outside the Borough and shall submit a written verification of the same to the Borough on a monthly basis.

IV. SERVICE CHARGE

1. Service Charge — As consideration for its services hereunder, Contractor shall be paid by the Borough the total fee of \$_____ which fee shall be payable in _____ monthly installments of _____ on the first (1st) day of each calendar month during the term of the Contract, commencing on February 1, 2023. Included in this consideration are any and all fees applicable under Act 101.

2. Annual Service Charge Revision — Contractor and the Borough hereby acknowledge and agree that as of _____, there exist _____ collection units within the Borough of Wilson. Thus, the consideration paid by the Borough to Contractor and agreed upon between the parties is \$_____ per month per unit. Contractor and the Borough agree to meet annually to review the number of collection units within the Borough. In accordance with any increase or decrease in the number of collection units within the Borough, the sum of \$_____ shall be multiplied by the new number of collection units, as agreed upon between the Borough and Contractor, in order to arrive at the new monthly fee to be paid to Contractor by the Borough as consideration for services rendered hereunder. Any recalculation conducted pursuant to this paragraph is expressly intended to revise and supersede the amounts of consideration stated and agreed upon above in Paragraph V.1, “Service Charge.”

3. Duties Non-Delegable; Payment Non-Assignable — Contractor's duties under this Contract shall not be delegable, and its rights to payment hereunder shall not be assignable.

V. CONTRACT EXTENSION

No later than two-hundred (200) days before the expiration of this contract, the Borough shall notify the Contractor in writing as to whether it intends to enter into a 2-year extension of this Contract pursuant to the 2-year contract extension terms set forth in Contractor’s original bid; and no later than one-hundred eighty (180) days before the expiration of this Contract, the Contractor shall notify the Borough in writing as to whether it intends to enter into a two-year extension of this Contract pursuant to such terms. The parties understand and agree that either of

them may reject the 2-year Contract extension option within the time frames set forth herein. Any 2-year extension entered between the parties shall be pursuant to the 2-year extension terms set forth in Contractor's original bid proposal. The parties shall be strictly prohibited from renegotiate the terms of any 2-year contract extension.

VI. DEDUCTIONS FOR VIOLATION OF CONTRACT

It is understood and agreed between the parties that the Borough may deduct from the monthly payments made to Contractor the following amount as liquidated damage for the following violations of this Contract:

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| A. Refuse not collected, per unit, per occurrence | - \$25.00 |
| B. Recyclables not collected, per unit, per occurrence | - \$25.00 |
| C. Containers left in the cartway of street, per occurrence | - \$25.00 |
| D. Spilling of any Refuse in conveying it from the curb to the truck and failure to immediately clean the street, per occurrence | - \$25.00 |
| E. Damage to Borough Property, cleanup costs will be billed at time and material use | costs |

It shall be the condition of the Contract that the question of deductions shall be decided by the Borough Secretary, subject to appeal to the Borough Council. The decision of Borough Council shall be final and conclusive.

In addition, Contractor shall be responsible for and shall perform all clean-up and all repairs necessary due to the action or inaction of Contractor or its employees under this Contract, and Contractor hereby accepts sole liability for all costs of such clean-up and repair.

VII. COMPLAINTS

The Borough shall instruct customers to report complaints to Contractor. Any complaints received by Contractor directly from customers shall be given prompt and courteous attention. In case of missed scheduled collections, Contractor shall arrange for the collection of the missed Refuse and/or Recyclable materials not later than twenty-four (24) hours after the complaint is received. Such rescheduling shall not relieve Contractor of liability nor impair Borough's rights under this Contract with respect to such missed scheduled pick-up. Contractor shall maintain a daily log of all complaints received and make the same available to Borough for inspection upon request. Contractor shall provide the Borough with the name and contact information of a local representative or route manager who is available during the pick up day for the Borough to contact should that be necessary.

VIII. INSURANCE

Contractor promises to the Borough that during the term of this Contract it shall maintain continuously in effect, at its own expense and with insurance carriers qualified and admitted to engage in the business of insurance within the Commonwealth of Pennsylvania, insurance with the minimum coverages as follows:

(A) Commercial General Liability Insurance:

General Aggregate	\$1,000,000
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Each Occurrence	\$1,000,000
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(B) Automobile Liability Insurance: Including primary combined single limit coverage and excess liability automobile liability coverage in the amount of not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate.

(C) Workers' Compensation Coverage:

State	Statutory
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Employer's Liability	\$1,000,000
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(D) Excess Liability Insurance:

Occurrence	\$2,000,000
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Aggregate	\$2,000,000
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The coverages under the excess liability shall be at the least, the same coverages or broader than the commercial general liability, auto liability and employer's liability.

The aforesaid policies of insurance, and any others that may be necessary to comply herewith, shall be maintained in the amounts set forth above and shall name the Borough as an additional insured and be designed to protect the Borough from any and all claims for damages of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of Contractor in the performance of this Contract, whether such obligation is controlled by Contractor itself or by someone directly or indirectly employed by it for the purpose of accomplishing some obligation incumbent upon Contractor by the terms of this Contract. All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania. Each certificate of insurance shall require that notice be given to the Borough by Certified or Registered Mail at least sixty (60) days prior to cancellation or material change in policies.

IX. INDEMNIFICATION AND RELEASE

Contractor agrees to indemnify and save harmless the Borough of Wilson from any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including payment of counsel fees which the Borough of Wilson shall or may at any time sustain or incur by reason or in consequence, directly or indirectly, of the successful bidder's performance of this work.

X. CONTRACTOR WARRANTIES

Contractor warrants that it has investigated and satisfied itself as to all conditions affecting the work contracted herein, including, but not limited to, those bearing upon: (1) federal, state or local legal requirements, permits, licenses and limitations; (2) factors affecting transportation, disposal, handling or storage; (3) availability of labor; (4) uncertainties of weather; (5) the character of equipment and facilities required; (6) physical conditions at the sites of work performance; and (7) the actual number of Collection Sites. Contractor further warrants that it has fully inspected all Contract Documents.

Further, all Refuse and Recycling disposal shall meet all local, state and federal regulations. Contractor must submit copies of permits for any facility to be used in the performance of this Contract including transfer stations and landfills. Contractor must also submit signed letters from the disposal locations for both the Refuse and Recycling guaranteeing acceptance of the material for the full term of the Contract including option years.

XI. LABOR AND SUPERVISION

At all times, Contractor shall provide competent supervision, sufficient number of skilled workmen and adequate and proper materials and equipment to maintain the progress of work required under this Contract. All labor used throughout the performance of this Contract shall be acceptable to the Borough and of a nature that will permit the work to be carried on harmoniously and without delay, and will in no case cause any disturbance to the customers receiving collection service. Contractor shall not employ, or continue employment of, any person to whom the Borough reasonably objects.

XII. BOROUGH MONITORING AND INSPECTION

Services rendered under this Contract are subject to monitoring and/or inspection including but not limited to physical inspections of labor and equipment, facilities, Refuse/Recyclables and bulky items by the Borough at any time, without notice. The Borough may direct, at its discretion, without notice, any vehicle used by Contractor in performing services under this Contract to be weighed at a certified scale after the completion of daily collections but prior to the transport of contents to the designated disposal facility and/or Recyclable processing center or at any other time. Contractor shall cooperate fully with such inspections, weighing, and monitoring. Failure of Contractor to cooperate, or any attempt to evade or limit such efforts by the Borough, shall constitute a material breach of this Contract.

XIII. EQUAL OPPORTUNITY EMPLOYER

Contractor represents to the Borough that it does not, and agrees that it shall not, discriminate against any employee or applicant for employment because of race, color, age, veteran status, disability, family status, religion, gender, or national origin. Contractor represents to the Borough that it does, and agrees that it shall, take affirmative action to ensure that applicants are employed without regard to their race, color, age, veteran status, disability, family status, religion, gender, or national origin. Contractor agrees to take steps to ensure that employees are treated during their employment without regards to their race, color, age, veteran status, disability, family status, religion, gender, or national origin. Such action shall include but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Any failure by Contractor to adhere to and otherwise perform its agreement under this paragraph shall be sufficient grounds for termination of this Contract by the Borough.

XIV. STRIKE

A strike by Contractor's workforce shall not be grounds for Contractor to terminate this Contract. Contractor shall be required to complete its obligation under this Contract, even if it is affected by a strike, job action or other disruptive labor activity. However, the Borough will not impose any penalty nor bring any action against Contractor to perform the conditions of this Contract for the first twenty-four (24) hours of any strike or job action should such strike or job action prevent the collection of Refuse by the contract during this twenty-four (24) hour period. All other rights, remedies and options available to the Borough under this Contract shall remain unimpaired by this Section.

XV. NO SOLICITATION

Contractor shall control all of its employees, and shall ensure that such employees do not solicit gifts or contributions of any kind from customers during the term of this Contract.

XVI. BID SPECIFICATIONS AND DETAILED SPECIFICATIONS

Contractor agrees to comply in all respects with the bid specifications which are attached hereto as Exhibit "B", and agrees that all terms, conditions, duties, and obligations, are incorporated herein and made part of this Contract. Any inconsistencies between Contract documents and bid specifications, said bid specifications shall control.

XVII. MERGER, CONSOLIDATION, ETC.

Contractor warrants and promises to the Borough that during the term of this Contract it will not, without written consent of the Borough (which shall not be unreasonably withheld), merge with, consolidate into, or transfer any substantial part of its business assets to any other Person or entity, or do any other act or thing that would materially and adversely affect its ability to render to the Borough the performances called for from it under this Contract.

XVIII. CHOICE OF LAW

The Contract will be interpreted according to the laws of the Commonwealth of Pennsylvania. Any question as to definitions of specific words or terms shall first be interpreted according to the Codified Ordinances of the Borough of Wilson.

XIX. INTEGRATION

This Contract, along with the documents incorporated herein by reference, represent the entire understanding of the parties with respect to the subject matter of this Contract and supersedes all prior agreements, contracts, understandings, negotiations and other arrangements between the parties.

XX. SEVERABILITY

All agreements and covenants contained in this Contract are severable, and in the event any of them are held to be invalid by any competent court, this Contract will be interpreted as if the invalid agreements or covenants were not contained herein.

XXI. AMENDMENT AND MODIFICATION

This Contract may be amended, modified or supplemented only by the written agreement by and between the Borough and Contractor.

XXII. SUCCESSORS: BINDING CONTRACT

This Contract and all rights under it will be binding on and serve to the benefit of and be enforceable by and against the successors and assigns of the parties to the agreement and will be binding on any other proprietorships, entities, companies or corporations with which Contractor is or becomes associated or affiliated in any way.

XIII. COUNTERPARTS

This Contract may be executed in counterparts.

XXIV. AUTHORITY

The parties executing this Contract represent and warrant to each other that they have the full right, power, capacity and authority to execute and deliver this Contract, and that they have duly and properly performed all acts required by them to authorize them to carry out this Contract and the transactions contemplated in it.

XXV. PARAGRAPH AND SECTION HEADINGS

The headings and titles of the paragraphs and sections of this Contract are for intended solely to contribute to ease of readability; they are not intended to indicate the matter in the sections or paragraphs which follow them. Accordingly, they shall have no effect whatsoever in constructing the meaning of the paragraphs or sections of this Contract, nor shall they have any effect in determining the rights or obligations of the Parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers, and sealed with their corporate seals, the day and year first above written, with the intent to become legally bound.

ATTEST:

BOROUGH OF WILSON

Jill A. Garcia,
Borough Manager/Secretary

John J. Burke, IV,
President of Council

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT "A"

Borough of Wilson
Refuse and Recyclables Collection Schedule

Monday –

Tuesday –

Wednesday –

Thursday –

EXHIBIT "B"