

BOROUGH OF CALIFORNIA

MUNICIPAL WASTE, LEAF WASTE, AND RECYCLING CONTRACT

CONTRACT SPECIFICATIONS

I. DEFINITIONS

Avoid Tipping Fee – The landfill charge not paid by the contractor due to the collection of recyclables which are processed.

Bags (solid municipal waste) – Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by the top and that are securely tied at the top for collection. The capacity of the bags is not to exceed 30 gallons and a loaded weight not to exceed 35 lbs.

Bags (leaf waste) – Biodegradable bags that can be securely sealed. The capacity of the bags is not to exceed 30 lbs.

Bulky Waste – A large appliance including those containing CFC's, piece of furniture or waste material from a residential source other than construction debris or hazardous waste, with a weight or volume greater than that allowed in a typical household container.

Commercial Establishments – Those properties used primarily for commercial purposes.

Construction Materials – Those items used in the building, maintenance, and repair of structures.

Containers – A receptacle made of plastic or metal with a capacity not to exceed 30 gallons, a loaded weight of not more than 35 lbs., a tight-fitting lid, and handles of adequate strength for lifting.

Contractor – The individual, firm, partnership, joint venture, corporation or association performing: (a) municipal waste collection and disposal, (b) municipal leaf waste collection and disposal, and, also, providing a drop-off site for disposal of leaves and (c) the collection and marketing of recyclables under contract with the Borough.

Designated Recyclables – The materials chosen by the municipality to be separated from municipal waste at each residential unit, commercial, municipal, and

industrial properties, institutional properties, and multifamily dwelling/dwelling unit in the Borough. The designated recyclables shall include the following items: glass (clear and all colors), plastics (#1 (PETE) and #2 (HDPE)), cans (aluminum, steel, tin, bi-metal) and paper (newspapers and glossy inserts, high-grade office paper, corrugated paper/cardboard, and any clean, white, bright, colored, and coated paper). The materials designated may be revised from time to time as deemed necessary by the municipality.

Disposal Site – A refuse depository for the processing or final disposal of municipal solid waste including, but not limited to, sanitary landfills, transfer stations and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

Drop-Off Location – A depository where residents may deposit leaf waste accumulated outside of the curbside leaf collection schedule.

Food and Beverage Commercial Establishments – Those properties primarily used for or that contain on their premises, facilities for the preparation and sale of food and/or beverages to the public. This includes, but is not limited to, restaurants, snack bars, cafeterias, bars, taverns, clubs, food retail stores, catering services, etc.

Industrial Establishments – Those properties used primarily for industrial purposes.

Institutional Establishments – Those facilities that house or serve a group of people including, but not limited to, hospitals, nursing homes, day care centers and schools.

Leaf Waste – Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Multi-Family Dwelling/Dwelling Units - Any property that contains dwelling units in its structure such as townhouses, apartments, and boarding houses.

Municipal Establishment – Public facilities operated by the Municipality.

Municipal Waste – Any garbage, refuse, paper waste, bulky waste, one appliance per weekly period including those with CFC's (a second large appliance will incur an additional cost to the resident), and other material resulting from the operation of residential units. Appliances having CFC's that are set out for collection must have CFC's removed, red tagged, and processed by the resident in accordance with all applicable regulations before they will be picked up for collection.

Municipality – Refers to the Borough; will also refer to the appropriate officer or employee of municipality authorized to act as its agent in handling the pertinent

matters of this contract.

Recyclable Materials – Materials that are separated from municipal waste at the point of origin for the purpose of recycling. The recyclables shall include the following items: glass (clear and all colors), plastics (#1 (PETE) and #2 (HDPE)), cans (aluminum, steel, tin, bi-metal) and paper (newspapers and glossy inserts, high-grade office paper, corrugated paper/cardboard, and any clean, white, bright, colored, and coated paper).

Recycling Container – The approved, reusable receptacle provided to all residential units to store designated source separated recyclable materials prior to collection by the Contractor. The Contractor is to furnish all current residential accounts with a new receptacle at the beginning of the Contract term. All future residential accounts are to be provided with the new receptacle as soon as possible.

Residential Unit – Any occupied single family dwelling.

II. SCOPE OF CONTRACT

Effective Date – This Contract shall become effective on the day of execution. Contractor shall begin the service of municipal waste collection/disposal, leaf waste collection/disposal, and recyclable collection as set out by this agreement on January 1, 2018.

Term – The term of this Contract shall be for a **THREE (3)** year period beginning January 1, 2018 and terminating December 31, 2020. The parties agree that by their mutual consent, each expressed in writing and the request received at least ninety (90) days prior to the expiration of this contract from the Contractor, this contract may be extended for two (2) additional, one (1) year periods, at the same rate, terms, and conditions.

Exclusive Right – The Borough, as grantor, grants the Contractor, as grantee, the exclusive right during the term of this Contract to collect and dispose of residential and nonresidential waste, residential and nonresidential leaf waste, and to collect and market designated recyclables generated by an estimated 1,200 residential units and all nonresidential establishments located in the Borough. (Nonresidential establishments are commercial, industrial and municipal properties, institutional properties, multifamily dwelling/dwelling units). **DISCLAIMER: THE CONTRACTOR IS RESPONSIBLE FOR DOING ITS OWN VERIFICATION AS TO THE EXACT NUMBER AND/OR ESTIMATED NUMBER OF RESIDENTIAL UNITS AND THE EXACT NUMBER AND/OR ESTIMATED NUMBER OF NONRESIDENTIAL ESTABLISHMENTS.**

The Contractor, who is awarded the contract for the collection of residential waste, residential leaf waste, and residential designated recyclables will also secure the exclusive collection of nonresidential waste, nonresidential leaf waste, and nonresidential designated recyclables in the Borough.

The Borough covenants that during the term of this Contract it will not engage other individuals or itself become involved in the activity of collecting and disposing of municipal waste, leaf waste, and/or the collecting and marketing of recyclables or any other similar activity that would impair the exclusive right of the Contractor.

The Contractor must comply with all Borough of California Ordinances dealing with solid waste, recycling, and leaf disposal.

Compliance with Applicable Laws – The parties to this Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation of this Contract. The Contractor shall conduct the service of municipal waste, leaf waste, and recyclable collection as provided for by this Contract in compliance with all applicable federal and state regulations and laws. This Contract and the work to be described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

Bankruptcy – “Insolvent” for the purpose of this clause shall mean a party’s inability to pay its debts as they mature.

A party’s insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid. If a party is unable to give adequate assurance, the other party may terminate the Contract with thirty (30) days written notice. Assumption of this Contract by a bankrupt debtor’s trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a Breach of the Contract where the Contractor is in the process of a voluntary or involuntary bankruptcy.

The Borough shall not be bound to the Contract by an insolvent Contractor’s trustee or receiver.

In the event of a Contractor’s bankruptcy, the Borough will have the same remedies as provided for Breach of Contract

Breach of Contract – If the Contractor fails to perform, or to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, the Borough shall have the right to demand, in writing, adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. The Contractor must within seven (7) days of receipt of such demand return to the Borough a written statement that explains reasons for nonperformance or delayed, partial or substandard performance during that period and any continuation thereof. The Contractor also has available to him the option to appear with an explanation before the Borough Council. Upon receipt of the Contractor’s statement or failure of the Contractor to submit one, the Borough may, except under the conditions of Force Majeure, terminate this Contract with the majority vote of the Council, and, as its sole remedy, make demands under the terms of the Performance Bond.

Force Majeure – Neither the Contractor nor the Borough shall be liable for the failure to perform their duties or for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor or Borough.

Arbitration and Award – Any controversy or claim arising out of or relation to this agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Assignment of Contract – No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Borough. The delegation of any contract duties will require the written consent of the Surety as such delegation will not relieve the Contractor or his Surety of any liability and/or obligation to perform. In the event of any delegation of duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor’s liability.

Change of Ownership – In the event that the Contractor’s business assets are sold, the Borough maintains the right to hold the original owner solely liable. If, however, the Borough determines that the new ownership can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then the Borough may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this agreement.

Waivers – A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a

waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.

Joint and Several Liability – If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the contractor shall be jointly and severally liable.

Binding Effect – The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors and assigns.

Assignment of Contract – No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all the parties.

The written modification is not to become effective for a period of ten (10) business days during which time either party may revoke the writing upon delivery to the other party of written notice to that effect, dated and signed by a notary.

III. SERVICE, OPERATIONS AND PERFORMANCE

A. Service Provided

All municipal waste shall be removed from all residential units in California Borough one (1) time each week during the life of this contract. Recyclables shall be removed from all residential units in California Borough bi-weekly during the life of the contract. Leaf waste, which includes leaves, garden residues, shrubbery and tree trimmings, and similar material, but does not including grass clippings (second Saturdays in October and November and third Saturday in April) (bidder must also provide proof of drop-off site for residents).

Residential Units – It is the residents' responsibility to place the municipal waste at the curb (or as close as practicable to collection vehicle routes) in his own containers or equivalent bags, furniture, and an appliance that has had its CFC's removed and red tagged, which will be limited to one a week under the contract. Municipal waste in containers and/or equivalent bags, furniture and one

appliance, with CFC's removed and red tagged, qualify for unlimited collection. If the resident desires, he may put out additional appliances for collection with CFC's removed and red tagged, but at his own expense. Contractor must provide those additional expenses to the Borough and will bill resident the additional fees. During the three leaf waste collection days, the resident must have the biodegradable bags placed on the curbside in front of their residence. Recyclable materials must be placed in the approved, provided recycling containers. The Contractor is to furnish all current residential accounts with a new recycling bin at the beginning of the Contract term. All future residential accounts are to be provided with the new receptacle as soon as possible. Curb-side refers to that portion of the right-of-way adjacent to paved or traveled roadways (including alleys). No large trucks will be permitted in the alleys, single axle only or "alley trucks". Containers shall be placed at the curb at the owner's risk. Large items, e.g., furniture, may be placed separately at the curb.

Contractor may decline to collect any refuse, leaf waste or recycling container not properly placed. Where the Contractor has reason to leave municipal waste, leaf waste, or recyclables uncollected at a residence, he or his agent shall inform the resident immediately on a designated information card why the refuse, leaves, or recyclables were not collected, i.e., non-residential solid waste, improper placement, recyclables not prepared properly, non-recyclable material, etc.

The Collector shall take due care in handling the refuse, leaves, and recycling containers and no container shall be thrown from the truck to the ground. All damage, exclusive of reasonable wear and tear to any container shall be the sole responsibility of the Contractor. All refuse containers and lids shall be returned to their proper place at the curb by the Collector. Any refuse, leaves, or recyclables that are dropped on the ground by the Collector during collection must be immediately picked up.

Municipal waste and recyclables shall be picked up by the Contractor on the same day, or as approved by Council in writing.

Leaf waste which includes leaves, garden residues, shrubbery and tree trimmings, and similar material, but does not including grass clippings shall be picked up on the second Saturday in October and November and third Saturday in April) (bidder must also provide proof of drop-off site for residents). Bidder must advertise at least two weeks before the designated dates, and must be notified by residents by noon the day before collection if they will be placing leaf waste for collection and their respective addresses.

The amount of Residential waste at the curb shall not be limited, except as to only one appliance with CFCs removed and red tagged.

Construction material and other solid waste items not included in this contract can be collected at an extra expense to resident. Contractor to provide a list of all extra charge items.

The successful Contractor will provide two (2) eight (8) yard containers and free collection service at the following sites:

Free service at Borough facilities which include:

Borough garage and sewage plant, library, fire department, parks and playgrounds, boating wharf and municipal building. The contractor will also be responsible for the collection of the refuse cans attached to the light standards along the Borough streets.

If like public facilities are constructed during the contract, free service will be required for each such site.

At no extra cost to the resident, the collector shall pick-up Christmas trees placed at curbside.

At no extra cost to the Borough, the Contractor is to provide dumpsters, portable waste disposal containers, and portable recycling containers for Riverfest, the fishing derby, and at least on three other occasions a year as the events may warrant.

The area to receive collection service is the entire area of the Borough.

B. Collection Schedule, Hours and Routes

Normal hours of collection are to be from 6:00 A.M. to 6:00 P.M. on a designated day each week, excepting Fridays. The Borough strongly favors a pick-up at the beginning of the week, preferably Monday. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the Borough and the Contractor.

The Contractor shall provide the Borough with a schedule of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pick-up, the Contractor shall so notify each resident affected in writing as to the change. The contractor, on a regular basis shall also provide the residents with a recycling schedule.

Bidder must advertise at least two weeks before the designated dates for leaf waste pickup, and must be notified by residents by noon the day before collection if they will be placing leaf waste for collection and their respective addresses.

The Contractor shall provide the Borough with emergency services and/or unlimited special collections (winter and spring clean-ups, which shall include providing a daily two-week pickup for residential municipal waste in December at the end of the Fall semester of the University and in May at the end of the Spring semester of the University and providing a two-day collection container for electronic recycling in December at the end of the Fall semester of the University and in May at the end of the Spring semester of the University, flood events, storms, etc.) at no extra charge.

The Contractor agrees to provide a roll-off dumpster at the Borough's garage year-round for the disposal of electronic recycling.

Not less than fourteen (14) days prior to commencing service, the Contractor agrees to furnish for the Council's approval, the initial schedules to be used in serving the area as specified in this Contract. Any changes in routes and/or schedules will also be subject to the Council's approval which will not be unreasonably withheld.

In the event that a regularly scheduled collection is missed and a complaint is received by either the Borough or the Contractor, and where no fault can be found on the generator's part, a special collection of the refuse will be required of the Contractor within twenty-four (24) hours. The Borough shall notify the Contractor of any complaints it receives within twenty-four (24) hours.

The suspension of collection service on any holiday in no way relieves the Contractor of his obligation to provide collection service at least once per week. Extending the hours of service to meet this obligation is subject to the Borough's approval. The successful Bidder shall notify the Borough and residents, in writing, and by newspaper publication, before every holiday, of scheduled holiday(s) when no pick-up will occur and/or change in pick-up schedule due to such holidays.

The Contractor shall receive and respond to all complaints regarding services provided under this Contract. Any complaints received by the Borough will be directed to the Contractor's office. Should a complaint go unresolved no longer than seven (7) days, the Borough will have the right to demand an explanation or resolution to its satisfaction.

C. Equipment

An adequate number of vehicles shall be provided by the Contractor to collect municipal waste, leaf waste, and recyclables in accordance with the terms of this Contract. The vehicles shall be licensed in the State of Pennsylvania and shall operate in compliance with all applicable state, federal and municipal regulations. All vehicles shall be manufactured and maintained to conform with the American National Standards Institute's (ANSI) standard 2245.1.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least six (6) inches high. Each truck shall have at least one (1) broom and shovel to clean up municipal waste and/or recyclable that may be spilled or otherwise scattered during the process of collection.

All vehicles shall be sufficiently secure so as to prevent any littering and/or leakage of fluid. No vehicles shall be willfully overloaded. Residential rear load truck capacities must not exceed 20 yards (25 yards) in body size. Single axle or "alley trucks" to be used in alleys (small trucks only).

Evidence of ownership and possession of vehicles for use in connection with this Contract shall be shown on the equipment form at the time of the bid. License for the same must be submitted at the same time of bidding and also shall be licensed in the name of the bidder. If the bidder intends to utilize any new equipment, the bidder must submit the agreements of sale for the purchase of vehicles within fifteen (15) days of the award of the Contract.

- D. The Contractor shall require his employees to be courteous at all times, to work quietly and not to use loud or profane language. Shirts will be required at all times.

The Contractor's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not or should not concern them. Each collection employee shall wear uniforms. Shirts must be on while in the Borough.

Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle he is driving and a current valid medical card.

The Borough shall have the right to make a complaint regarding any employee of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his duties.

The Borough may suggest action to be taken in its complaint but it shall not be binding on the Contractor.

The Contractor shall have complete control of his employees and shall be considered an independent contractor.

E. Disposal Site

All municipal waste shall be disposed at a landfill permitted by the Commonwealth of Pennsylvania, Department of Environment Resources (DER), of the contractor's own choosing. The successful contractor shall certify, in writing, that the contractor has a DER licensed site, which will accommodate refuse anticipated from the Borough for the life of the contract.

All leaf waste shall be deposited at a composting site by the successful contractor. Furthermore, the successful bidder shall certify, in writing, that they will provide a drop-off site for residents to deposit their leaf waste, and that they will accommodate leaf waste anticipated from the Borough for the life of the contract.

The Contractor shall transport the collected recyclable materials to a purchaser's site or point of disposal approved by the Borough, the Contractor shall have the responsibility for the sale and disposal of such materials in a timely manner and at a competitive price. No recyclable materials may be disposed of in a landfill without the written consent of Council. Contractor assumes all responsibility and liability for storage and disposal of recyclable materials in the event that it is unable to sell the recyclable materials. (See Recycling, Section VII.)

F. Reports

A representative of the Contractor will report to or contact by telephone the Borough Secretary's office or designated Borough official's office at least one (1) time per workday (i.e. on a weekly basis) to discuss any issues, complaints, and problems with that week's service, or requests for service. If a resident's garbage has not been picked up as scheduled, the contractor will arrange to have the garbage picked up prior to the completion of the next working day following notification. Additional items to be discussed with the low bidder.

The Contractor shall furnish, in writing, to the Borough Secretary a report containing the number of tons of solid waste, leaf waste, and recyclables removed, together with the number of residential units serviced each month.

Prior to the Contractor leaving the Borough, it must call the Borough Secretary or designated Borough official to report if any dumpsters, garbage cans, or recycling containers are blocked by a vehicle.

Upon request and on a date no less than 120 days before completion of this contract, the Contractor shall supply to the Borough Secretary, a complete list of all names and addresses currently being serviced in the Borough of California.

G. Office

The Contractor shall provide office and toll-free telephone facilities by which the officials of the Borough or any user of the service may communicate with the contractor between 8:30 A.M. to 4:30 P.M., Monday through Friday, except on holidays. A representative of the contractor will be in constant daily attendance at a local office between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, except holidays.

H. Notification

The Contractor shall designate a time when solid waste, leaf waste, and recyclable materials will be removed from each street and he shall also notify all customers, in writing, of the terms of this contract and of the scheduled collection times and dates. Solid waste and recyclable materials shall be picked up on the same day. A recycling calendar shall be provided for residents for each calendar year.

Bidder must advertise at least two weeks before the designated dates of leaf pickup, and must be notified by residents by noon the day before collection if they will be placing leaf waste for collection.

I. Disputes Between Customer and the Contractor

The Borough shall have the right to determine finally the validity of any complaints made by customers as to failure of the Contractor to collect municipal waste, leaf waste, and recyclables in accordance with this agreement, and the Borough's decision shall be final and binding upon the Contractor.

IV. BONDS AND INSURANCE

The successful bidder shall furnish bonds and insurance and/or other guarantees as the Borough may agree upon and shall also submit proof of annual renewal of such guarantees, bonds and insurance to the Borough on the anniversary date of this contract. The types and amounts of coverage are as follows:

A. A performance bond in the amount of 50% of each year's Bid or an irrevocable Letter of Credit payable to the Borough of California in the amount of 50% of each year's Bid.

B. Certification of public liability policies which shall name the Borough and its officials as additional insured and contain limits of liability for:

1. Worker's Compensation and Employer's Liability

Statutory requirements, including all states' coverage, with Employer's Liability of \$1,000,000.00/\$5,000,000.00/\$1,000,000.00.

2. Comprehensive Automobile Liability

Including owned, non-owned and hired vehicles.

Bodily Injury/Property Damage - \$5,000,000.00 combined (single limit).

3. Commercial General Liability

Including premises and operation, independent contractors, products/completed operations, blanket contractual for oral and written contracts and broad form property damage.

1986 Occurrence Form

General Aggregate (other than products and completed operations)
- \$5,000,000.00.

Products/Completed Operations Aggregate - \$5,000,000.00

Each Occurrence –

Bodily Injury, Property Damage, Personal and Av. Injury –
\$5,000,000.00

Fire Legal Liability - \$2,000,000.00

Medical Payments - \$50,000.00.00

V. LIABILITY

It is distinctly understood and agreed that the Borough shall not be liable to the Contractor, his heirs, executors, or assigns or to any other person for any services rendered under this contract, it being the intent and purpose of these specifications that the Contractor collect the amount due him from the person, corporation or firm serviced.

The contractor shall indemnify and save harmless the Borough against and from all suits or actions of every kind and description brought against the Borough or any of its officers, agents, or employees, and also from damages and costs to which it, they, or any of them may be put by reason of injury to the person or property of any other, resulting from negligence or carelessness, otherwise, in the performance of the contractor's obligations under the contract, or from any defective or improper appliances used in performance of the same.

The contractor shall further indemnify and save the Borough harmless from and against all liability, directly or indirectly, arising out of the use, generation, storage or disposal of hazardous materials, including without limitation, the cost of any required or necessary repair, clean up or detoxification and the preparation of any closure or other required plans. The term "hazardous substances, toxic substances and all related materials," including, but not limited to, all materials and substances regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, the Superfund Amendments and Reauthorization Act of 1986, the Clear Water Action Act, the Clean Air Act, the Toxic Substances Control Act and/or any other applicable federal, state or local environmental law, statute, rule, regulation or ordinance.

It shall be understood and agreed that the Contractor shall in no way be construed to be the agent, servant or employee of the Borough in the performance of his contract. Furthermore, the Borough does not own or take responsibility for any municipal Waste and leaf waste covered by this contract.

VI. LEAF WASTE

Residential

The cost of collection and disposal of leaf waste shall be included in the collector's monthly charge. Collection and disposal of leaf waste shall commence on January 1, 2018, with the first residential leaf collection date beginning on April 19, 2018. Such cost shall be disclosed to the Borough along with the bid.

The bidder must also provide a leaf drop-off site for residents to take their leaf waste to in order for it to be disposed of properly.

VII. RECYCLING

Residential

The cost of collection of recyclable materials and marketing of recyclable materials will be included in the collector's monthly charge. Collection of recyclables and marketing of recyclable materials will commence on January 1, 2018. Such cost shall be disclosed to the Borough along with the bid.

The cost of any recycling fee included in monthly charges as permitted by Pennsylvania Act 101 shall be identified to the Borough along with the bid.

The recyclables designated by the municipality to be collected and the specific details of the collection program shall be mutually agreed upon by the Borough and the Contractor and shall become a part of the Borough of California's "Recycling Program Regulations" which shall be considered an addendum to this Contract.

Contractor shall select a site(s) for the sale of and disposal of recyclable items subject to the approval of the Borough.

Contractor shall report monthly, in writing, to the Borough the weight of each recyclable item collected, sold, and currently held.

Along with the individual and combined weights of the recyclable items, the contractor shall submit the price per ton at which the Contractor has sold the recyclables. The Borough shall have the right to require the Contractor to provide actual documentation of the sale of recyclables and the actual price per ton paid to the Contractor for the materials.

The number of tons of each recyclable at the price for each per ton added

together shall produce the total value of recyclables sold for that month.

Upon ninety (90) days written notice by the Borough or the Contractor, the Borough may change recyclable items, subject to negotiation of and mutual agreement of any change to the monthly bid price for solid waste/recyclables collection prompted by the Borough's desire to change recyclable items.

The Contractor is responsible to collect as recyclables those recyclable items placed in the approved, provided recyclable containers, unless otherwise arranged between the customer and the Contractor. Also, CFC's must be removed from appliances in accordance with all applicable state and federal regulations by the resident.

VIII. BASIS AND METHOD OF PAYMENT

A. Rates

Residential Units – For all collection and disposal services required under this Contract, the charges to residents will equal the rates as set forth in the Contractor's proposal. The sole cost of collection, removal and disposal of municipal waste, leaf waste, and recyclable material will be collected by the Contractor on a quarterly basis.

Rates for Multi-Family Dwelling/Dwelling Units that contain four or less dwelling units in its structure shall be billed as four separate residential units.

The successful Contractor shall continue the current rates for non-residential municipal waste/leaf collection/recycling services for forty-five (45) days from the commencement of this contract while it negotiates the new rates with the non-residential customers.

The Contractor shall have the right to collect a service charge for late payment not to exceed three dollars (\$3.00) after thirty (30) days from due date.

Due dates for payments and specific method of invoicing of residential units shall be mutually agreed to by the Borough and the successful bidder and attached hereto as an addendum to this Contract.

The Contractor shall directly invoice all property owners of residential units for the collection, removal and disposal of municipal waste, leaf waste, and recyclable materials.

The Contractor cannot temporarily suspend service to any customer whose payments are in arrears. It is the responsibility of the Contractor to take the appropriate legal and/or collection action to collect any delinquent payments.

The rates charged senior citizens shall be 90% of the regular quarterly rate. Senior citizens' residences are any residential establishment in the Borough in which the resident, who is the head of the household, is 65 years or older.

B. Recycling Rebate

The Contractor shall retain fifty percent (50%) of the gross proceeds of the sale of all recyclables collected from each and every residence in the Borough. The remaining fifty percent (50%) of the gross income received from marketing of the recyclables collected in the Borough shall be applied equally as a credit on each customer's bill.

The Contractor shall apply the rate of thirty dollars (\$30.00) per ton times the actual weight of material recycled to determine the amount of avoided tipping fees for all recyclable materials collected at each and every residence in the Borough.

One hundred percent (100%) of the avoided tipping fee shall be applied as a credit on each and every customer's bill.

The Contractor shall notify the Borough, by letter, the amount of rebate/credit given to each customer.

In the event another Contractor, for any reason, replaces the successful bidder awarded this Contract, any rebate generated in the final quarter of the Contract from the sale of recyclable materials or the avoided tipping fees will be paid to the Borough within ninety (90) days of the expiration of this Contract.

IX. PUBLIC AWARENESS PROGRAM

The Contractor will assist the Borough in all public awareness and education efforts.

X. NONDISCRIMINATION

Neither the Contractor nor any sub-contractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

XI. CONTRACT

These specifications shall be deemed to be incorporated into and be a part of the Contract between the successful bidder and the Borough of California.

XII. NOTICES

A letter properly addressed and sent by mail, certified mail, or registered mail to any party at the addresses provided below shall constitute sufficient notice whenever written notice is required for any purpose of this agreement. Notice will be considered sent either when received at the appropriate address or deposited in the United States mail.

Address for Notices to: Borough Secretary
Borough of California
225 Third Street
California, PA 15419

Address for Notices to Contractor: