

**CONTRACT FOR COLLECTION AND DISPOSAL
OF MUNICIPAL WASTE, RECYCLABLE MATERIALS AND LEAF WASTE**

THIS CONTRACT FOR COLLECTION AND DISPOSAL OF MUNICIPAL WASTE, RECYCLABLE AND LEAF WASTE (the "Contract") is made and entered into on and as of the 05th day of October 2017, by and between the TOWNSHIP OF EAST BRADFORD, a township of the second class, of Chester County, Pennsylvania, with its principal administrative offices at 666 Copeland School Road, West Chester, Pennsylvania 19380 (hereinafter called the "Township"), and A.J. Blosenski, Inc. with office at 1600 Chestnut Tree Road, Honeybrook, PA 19344 (hereinafter called the "Contractor").

BACKGROUND

WHEREAS, since 1991 the Township has operated a program for the collection and disposal of Municipal Waste and Recyclable Materials pursuant to the Recycling Ordinance for East Bradford Township, Ordinance No. 126 of 1991, as from time to time amended (the "Ordinance") and pursuant to the Municipal Waste Planning, Recycling and Waste Reduction Act of the Commonwealth of Pennsylvania; and

WHEREAS, pursuant to a public invitation to bid, including specifications Contractor submitted to the Township a bid proposal for the collection and disposal of Municipal Waste and Recyclable Materials duly submitted and executed by an authorized officer of Contractor, and accompanied by Contractor's Affidavit, Non-Discrimination Affidavit, Bid Bond and other related documents (hereinafter collectively called the "Proposal"); and

WHEREAS, the bid opening took place on July 27, 2017 , Contractor's bid was opened and determined to be the low bid received by the Township, with said bid meeting the necessary criteria to be a qualifying bid; and

WHEREAS, on August 3, 2017, the Board of Supervisors awarded the contract for collection and disposal of Municipal Waste and Recyclable Materials within the territorial limits of the Township, for the period of January 1, 2018 thru December 31, 2020 with two (2) one (1) year options, to Contractor, subject to the execution of an agreement between Township and Contractor relating to the collection and disposal of Municipal Waste and Recyclable Materials; and

WHEREAS, on August 3, 2017, the Board of Supervisors set the fees for the new contract period by signing Resolution # 15 of 2017, A resolution Establishing the Refuse, Recycling, Roadside Litter Collection and Curbside Yard Waste Collection fees for the Contract Years 2018 through 2020 with Two Optional Years 2021 & 2022, and including supplemental pricing options for related services on demand as may be requested by a resident and invoiced directly by the Contractor to the resident, as required by Chapter 91, Solid Waste of the Code of the Township of East Bradford,

WHEREAS, the parties hereto desire to set forth in writing their agreement concerning the collection and disposal of Municipal Waste and Recyclable Materials within the territorial limits of the Township, as hereinafter are fully set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated by reference, as if set forth at length herein.
2. Contract Documents. The contract between the Township and Contractor includes this Contract for Collection and Disposal of Municipal Waste, Recyclable Materials and Leaf Waste, the bid specifications for Municipal Waste Collection and Disposal Services prepared by the Township (the "Specifications"), and the Proposal submitted by Contractor, together with the related documents executed and submitted by Contractor in connection therewith, including Contractor's Affidavit of Non-Collusion, its Discrimination Affidavit and its Bid Bond and certificate of insurance (all of which are hereinafter collectively called the "Contract Documents"). Any terms used in this Contract which are defined either in the Specifications, the Ordinance or in the other Contract Documents shall have

the meaning or meanings ascribed to them in the Specifications, the Ordinance or the other Contract Documents, as the case may be. In the event that any term is defined in both the Ordinance and one or more of the other Contract Documents, the definition of such term in the Ordinance, as in effect on the date hereof, shall be controlling, if there is any discrepancy between such definitions. In performing its obligations hereunder, the Contractor shall comply with all provisions of the Recycling Ordinance for East Bradford Township, as in effect on the date hereof, and as in effect from time to time while this agreement remains in force, which are applicable to Contractor's operations hereunder, including, but not limited to, all licensing and reporting requirements imposed thereunder on collectors and haulers of Municipal Wastes and Recyclable Materials. Nothing in agreement shall constitute an exemption of Contractor from any requirements or obligations imposed under any ordinance or regulation of the Township. The Specifications are incorporated herein by reference regardless of whether or not they have been restated herein in whole or in part, and any failure to restate any specification in full or in part herein shall not be deemed a waiver of said requirement. In the event that there is a conflict between the terms actually set forth in this Agreement and the terms set forth in the Specification, then this Agreement shall control.

3. Collection and Hauling Municipal Waste and Recyclable Materials. Contractor hereby covenants and agrees with the Township to collect, haul and dispose of all Municipal Waste and Recyclable Materials as specified herein and in the Contract Documents, and to supply all the labor, tools, machinery, plant, equipment and vehicles necessary to perform all of the work of collecting, removing, hauling and disposing of Municipal Waste as such times and in such manner as is required hereunder and under the other Contract Documents. In performing its obligations hereunder, the Contractor shall be obligated to comply, at its sole cost and expense, with all applicable federal, state and local laws, regulations and ordinances. The Contractor shall pay on behalf of Township all tipping fees imposed by the Chester County Solid Waste Authority for disposal of said waste at the Lanchester Landfill. Contractor shall pay any invoices, including but not limited to tipping and disposal fees within thirty (30) days of the billing date. Any and all overdue invoices shall be charged interest at a rate of one and one half percent (1.5%) per month. The Contractor's rights and obligations hereunder relate solely to the collection of Municipal Waste from all Dwelling Units/Residences (as such term is defined in the Ordinance) within the boundaries of the Township, and do not relate to the collection of any Municipal Waste from the Commercial Properties (as such term is defined in the Ordinance). For

purposes of this Contract, each Dwelling Unit/Residence, as defined in the Ordinance, is hereinafter called a "Dwelling Unit". This Contract includes the collection, hauling and disposal of Leaf Waste (as defined in the Ordinance) aka Yard Waste. For purposes of this Contract, the term "Municipal Waste" shall have the same meaning as the term "Municipal Solid Waste" as defined in the Ordinance, and specifically includes all "Refuse" as defined in the Ordinance and in the Specifications, including Leaf Waste. The term "Recyclable Materials" for purposes of this Contract, means and includes Aluminum cans, Bi-metallic cans, empty aerosol cans, newspaper, cardboard, clear glass, colored glass, plastic #1 - 7, milk and juice cartons and juice boxes (as those terms are defined in the Ordinance and in the Specifications) and other items as they may become available for recycling.

a. Contractor shall collect from each Dwelling Unit in the Township (regardless of the actual number of Dwelling Units in the Township) from time to time during the Term (as hereunder defined), for proper disposal in accordance with this contract, all Municipal Waste and Recyclable Materials not less frequently than once per week, commencing January 1, 2018, and during the entire Term (as hereunder defined). Collection shall be made between the hours of 6:00 a.m. and 5:00 p.m. (prevailing time); Monday through Friday of each week, and the last collection route shall be scheduled so as to enable Contractor to deliver collected waste materials to the Lanchester Landfill and processing facility before the close of business at such facility on such days. The Contractor will collect all Municipal Waste and Recyclable Materials the next day of the week following observed holidays, if the holiday falls on the collection day. If a holiday occurs on a Friday, collection shall occur the next day on Saturday. The Contractor shall follow the schedule of holidays, which are approved by the Chester County Solid Waste Authority. Contractor shall provide the Township with its schedule of pickups and its routes, and shall advise the residents of all Dwelling Units of the scheduled pickup day for such Dwelling Units. The initial pickup schedule and route schedule shall be subject to review and approval by the Township, and thereafter the Contractor shall not deviate from such pickup and route schedule without the prior written approval of the Township. The Contractor schedule shall provide that each Dwelling Unit covered by this Contract shall have one collection each week. Such schedules shall be observed regardless of weather conditions unless the Township authorizes deviation on account of severe adverse weather conditions. Such authorization may be verbal, but shall be in writing within one (1) business day. If such authorization is received,

whether verbally or in writing, the Contractor shall make collections from Dwelling Units which were missed due to weather conditions on the next day (including Saturday, but not including Sunday). The Contractor shall be required to collect all properly prepared Recyclable Materials, but shall not be required to collect materials not properly prepared. The Contractor shall tag Recyclable Materials not properly prepared, with tags (violation notices) supplied by the Contractor for such use. The Contractor shall notify the Township of any such violations on a monthly basis as part of the submission of the refuse/recycling report. The Contractor shall abide by all traffic regulations and will comply with all applicable Local, State and Federal regulations.

b. Each Dwelling Unit will be limited to Ninety Six (96) gallons of Municipal Waste per pickup. Municipal Waste may be placed in three (3) (32) gallon containers, three (3) thirty-two (32) gallon bags, or one (1) toter equal to Ninety Six (96) gallons or other containers that are the equivalent to Ninety Six (96) gallons. Additional thirty two (32) gallon bags will be picked up by the Contractor, provided Dwelling Unit owners have purchased stickers to be placed on the additional bags. There is no limit to the number of additional bags with stickers to be placed curbside for collection.

c. The Contractor shall provide to the main door of each Dwelling Unit/Residence, including new Dwelling Units as added during the Term, (as hereunder defined), at its own cost and expense, suitable sized and number of recyclable material containers ("RCM"), marked with the recycling logo () , for each Dwelling Unit to adequately contain Recyclable Material for each week. The Contractor shall deliver recycling container(s) with the equivalent capacity of at least eighteen (18) gallons; Contractor shall provide additional RCMs, if requested by a Resident, at no additional charge during the term of this contract. Contractor will exchange one new bin for each old bin the resident places curbside. Resident(s) may have unlimited number of RCM's within reason to a maximum of four (4). The Contractor shall be responsible for the distribution of the RCMs to each Dwelling Unit prior to the start-up of service or on the first collection day of this contract. The Contractor shall be responsible for the collection of the used recycling containers and the recycling of those containers. Documentation of the method and destination of collected recycled containers is to be provided to the Municipality by the

Contractor. The Contractor shall replace damaged/defective containers at the request of the resident at no cost to the resident. Dwelling Unit/Residence may use larger containers for recyclable materials as long as the container is clearly marked as a recycling container or the contents are visible and are recyclable.

d. Contractor shall comply with all provisions of the Contract Documents and the Ordinance with respect to the transportation and disposal of Municipal Waste and Recyclable Materials.

e. The Contractor shall collect all Recyclable Materials which have been prepared properly in accordance with the Ordinance. The Contractor shall not refuse to collect any Recyclable Materials unless the resident of the Dwelling Unit has substantially failed to prepare such material properly in accordance with the Ordinance. The Contractor shall be responsible for advising all residents of Dwelling Units within the Township of the manner in which Recyclable Materials are to be prepared for collection. Recyclable Materials shall be single stream when collected and All Recyclable Materials shall be collected pursuant to the following procedures: (i) Newspapers, magazines & telephone books; (ii) junk mail & home office paper ; (iii) aluminum cans; (iv) glass -clear, brown, green -shall be rinsed with caps, lids and metal rings discarded; (v) bi-metallic cans (including steel and tin-coated steel and aerosol cans) shall be rinsed; (vi) plastic (#1 through #7) bottles and other plastic as may be acceptable to Contractor shall be rinsed; (vii) milk and juice cartons and juice boxes; (viii) cardboard shall be flattened, no larger than 18" square and all of the above to be placed curbside in the recycling material containers (or alongside the container) on the designated recycling day.

f. Contractor shall insure that Recyclable Materials are not contaminated by Municipal Waste. Prior to disposal of Municipal Waste and Recyclable Materials at the appropriate destination by Contractor, Contractor will not commingle Municipal Waste or Recyclable Materials collected from Dwelling Units within the Township with Recyclable Materials collected elsewhere.

g. Contractor's employees shall handle all containers with reasonable care to avoid damage and shall replace (not throw) the container at curbside where it was found, in an upright position after emptying. The container shall not be placed in front of mailboxes or in the streets or driveways. The Contractor's collection crews shall clean up any materials spilled during collection. Each of Contractor's collection crews shall be outfitted with a broom, shovel and refuse container to clean up and dispose of any materials spilled or broken during the process of collection, and the disposal of such materials shall be the responsibility, and at the expense of the Contractor.

h. All Municipal Waste to be collected under this contract shall be delivered to and deposited upon the Chester County Solid Waste Authority Lanchester Landfill. Prior to the execution of this contract, the Contractor shall furnish to the Township a written commitment from the said landfill that the Contractor will be permitted to dispose of Municipal Waste collected from the Township for the duration of this contract. From time to time during the Term (as hereunder defined), the Contractor shall, upon the Township's request, furnish to the Township such further assurances from said landfill and such further written commitments that Contractor will be permitted to dispose of Municipal Waste collected from the Township and its residents hereunder for the duration of the contract.

i. Contractor shall enter an agreement with Republic Services' Recyclery, 220 Saulin Boulevard, , King of Prussia, Coogle's Recycling, Inc., 1000 South 4th Street, Hamburg, PA or other recyclery facility approved by the Township for processing of the Recyclable Materials collected within the Township. The Township shall be provided with copies of such agreements upon execution thereof by the Contractor and shall be entitled to additional copies thereof and of any amendments or changes thereto upon request from time to during the Term (as hereunder defined). Contractor shall notify Township, without prior demand or request, of any amendments or changes to any of the agreements with the processing facilities.

j. Title to all Recyclable Materials shall pass to the Contractor upon collection thereof, subject, nevertheless, to the obligation of the Contractor to dispose of such materials at a recyclery facility in accordance with the Contract Documents and the Ordinance. Contractor

shall furnish to the Township monthly records of the type and weight of Recyclable Materials delivered by Contractor to its Recyclable Materials processing facility or facilities, as the case may be.

4. Roadside Litter Control. Contractor shall provide Roadside Litter Control service at the sole direction of the Township Manager or his/her designee. Initially, the Roadside Litter Control service shall be eight (8) hours per week until directed otherwise by the Township Manager or his/her designee. Roadside Litter includes all refuse and discarded material; generally referred to as "litter" accumulated, visible or discoverable on: a) the shoulders of any road; and, b) any areas adjacent to any road that are: 1) Within the road right of ways (generally a minimum of 25 feet from the centerline of the road), and/or, 2) Reasonably and safely accessible to Contractor workers with appropriate work shoes including road embankments and slopes. Examples of roadside litter include, but are not limited to: glass and plastic bottles/containers, paper and cardboard of any type; aluminum and all metal type cans/containers; milled wood materials and construction/ building debris, tires, and automotive parts. Contractor will notify township for pickup of large bulk items found along the road. Contractor, weekly, shall coordinate schedule of roadside litter collection with designated Township Staff. Contractor shall submit to Township written monthly roadside litter collection reports (within 2 weeks of the end of each month) with the reports including data of the quality/type of litter collected (# of bags). The report also shall list which roads have been serviced during the period. Attached as a part of this Contract is the Roadside Litter Control Operations Addendum.

5. Bulk and Special Pickups. In addition to the regularly scheduled collection of Municipal Waste and Recyclable Materials, Contractor, shall, at no additional expense, designate up to one pickup day per month per Dwelling Unit which shall be designated for bulk trash pickup. On the bulk trash pickup day, one (1) Bulk Trash Item (hereunder defined) or one (1) White Goods Item (hereinafter defined) shall be collected from each Dwelling Unit at curbside. White Goods Items shall be recycled with monthly reports of the total number of white goods items collected supplied to the Township. In addition to the regularly scheduled collection of Municipal Waste and Recyclable Materials, a Resident may request, and Contractor shall schedule, a bulk/special pick-up of additional Municipal Waste or Bulk Trash Items (hereinafter defined), on a date which is within seven (7) days of Residence's request or at such other time as Resident may reasonable request. Any request by Resident for an unscheduled

pickup of Municipal Waste or Bulk Trash Items (hereinafter defined) shall be a “Special Pickup”, and shall be at an additional cost to such Resident as specified in subsection (b) below. Additional provisions related to Bulk and Special Picks is as follows:

a. Bulk Trash Items. “Bulk Trash Items” shall include any item which is of such size that two persons can reasonably handle the item, but shall exclude building materials, automotive parts and tires. A Bulk Trash Item may include a, hot water heater, sofa/chair, table, chest, tire rims, air conditioner (with Freon removed), refrigerator (with Freon removed), or other material bundled together in a package that two persons can handle disposal into a waiting truck.

b. Special Pickup. Any Special Pickup shall be billed to the Dwelling Unit customer at a fixed rate as follows:

Special Pick-Up (1 st hopper load/2 nd hopper load and additional) 2018, 2019, 2020 2021 2022	\$30.00/\$25.00 \$35.00/\$30.00 \$40.00/\$35.00
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c. Additional Services. The following additional services, as requested by the Dwelling Unit customer , will be billed directly to the Dwelling Unit customer for the term of this contract:

Approved 96 gal trash toter 2018, 2019, 2020 2021 & 2022	\$90.00 each \$95.00 each
White Goods (w/ Freon) 2018, 2019, 2020 2021 2022	\$80.00 per item \$85.00 per item \$90.00 per item
Approved alt 65 gal trash toter 2018, 2019 2020	\$85.00 each

2021	\$90.00 each
2022	\$90.00 each
Mattress or Box Spring, Curbside Collection & Disposal	
2018, 2019 2020	\$50.00 each item
2021	\$55.00 each item
2022	\$60.00 each item

d. Pricing. Pricing stated in this section and each subsection hereof, shall remain in effect, without change throughout the Term of the Contract (including any extensions thereof),.

e. Title to all Bulk Trash Items, White Goods, and items with Freon, shall pass to the Contractor upon collection thereof, and thereafter the Contractor shall properly dispose of or recycle such items in accordance with applicable laws, regulations and ordinances.

6. Township Waste - Pursuant to the Specifications, Contractor shall provide the Township, at no additional charge to the Township, with one (1) fifteen (15) yard or greater dumpster for which Contractor shall collect and dispose of the Township's Municipal Waste once weekly or as otherwise requested during the Term. The dumpster shall be placed at the Municipal Public Works Garage, or at such other place as determined by the Township.

7. Township Drop Off Facility - Each week, Contractor shall provide at no additional cost to Township, a separate dumpster, to be located at the Township building, for the following recyclable materials: a) newspapers/magazines & telephone books; b) junk mail/home office paper; c) corrugated cardboard; and, d) or other recyclables as may be requested including tires. At the expiration of the week, the Township Dumpster shall be either emptied, or removed and emptied before being returned to the property. The Township Dumpster shall display the name and address of the Contractor. The following size requirements shall be met as a minimum: 20 cubic yard min. or 30 cubic yard max.

8. Leaf Waste (aka Yard Waste) Holiday Tree Collection.

a. The Contractor shall collect Leaf Waste, ten (10) times during the the year from March through December, at times and on days mutually agreed to between the Contractor and Township. . All Leaf Waste shall be placed at curbside in biodegradable paper bags (or other containers acceptable to the Contractor) on the designated days for leaf collection. The property owner is not limited in the number of biodegradable bags that may be placed at curbside for collection. The Contractor shall not refuse to collect Leaf Waste unless a resident of a Dwelling Unit has failed to place the Leaf Waste in secure biodegradable bags or other acceptable container. The Contractor shall be responsible for advising all residents of dwelling units within the Township of the manner in which the Leaf Waste is to be prepared for collection and when collections will occur. Additionally, Contractor shall collect all holiday trees on two (2) days (each dates shall be mutually agreed upon between the Contractor and Township) in January of each year of this Contract.

b. All Leaf Waste to be collected under this Contract shall be delivered to and deposited to a Township approved Compost Facility.

Prior to the execution of this Contract, Contractor shall furnish to the Township a written commitment from said Compost Facility that the Contractor will be permitted to dispose of the Leaf Waste collected from the Township for the duration of this Contract at the Compost Facility. From time to time during the Term (as hereunder defined), the Contractor shall, upon Township's request, furnish to Township such further assurances from said Facility and such further written commitments confirming that Contractor will be permitted to dispose of Leaf Waste collected from the Township and its residents hereunder for the duration of the Contract. Contractor shall provide to Township a report of the total weight of Leaf Waste delivered to the facility.

9. Prices; Billing.

a. The prices for collecting Municipal Waste and Recyclable Materials in the Contractor's Proposal shall be the amount per Dwelling Unit per month specified in the Contract Documents, which is as follows:

i. commencing January 1, 2018 through December 31, 2018 shall be the amount of \$227.40 per Dwelling Unit, per year;

ii. commencing January 1, 2019 through December 31, 2019 , shall be, the amount of \$227.40 per Dwelling Unit, per year;

iii. commencing January 1, 2020 through December 31, 2020 shall be \$227.40 per Dwelling Unit, per year;

In addition, if the Township exercises its right to extend the Term of the contract as more particularly set forth in Section 17 herein, the price per Dwelling Unit shall be as follows:

iv. commencing January 1, 2021 through December 31, 2021 shall be \$238.77 per Dwelling Unit, per year; and

v. commencing January 1, 2022 through December 31, 2022 shall be \$250.71 per Dwelling Unit, per year.

b. Contractor shall be paid the following per hour rate for Roadside Litter Control:

2018	\$120.00
2019	\$120.00
2020	\$120.00
2021	\$135.00
2022	\$140.00

Based on the following calculations, each Dwelling Unit customer will pay the following rates:

Years 2018 through 2020: 8 hrs per week X \$120.00 per hour = \$960.00 / week X 50 weeks = \$48,000.00 ÷ 2700 customers = **\$17.80 per year or \$4.45 per Quarter per Dwelling Unit customer.**

Year 2021: 8 hrs per week X \$135.00 per hour = \$1080.00 / week X 50 weeks = \$54,000.00 ÷ 2700 customers = **\$20.00 per year or \$5.00 per Quarter per Dwelling Unit customer**

Year 2022: 8 hrs per week X \$140.00 per hour = \$1120.00 / week X 50 weeks = \$56,000.00 ÷ 2700 customers = **\$20.74 per year or \$5.19 per Quarter per Dwelling Unit customer**

c. The prices for curbside collection of Leaf Waste (aka Yard Waste) Ten (10) times per year and Holiday Tree Collection Two (2) times per year shall be as follows:

2018 through 2020: \$14.40 per year per Dwelling Unit Customer/ \$3.60 per Quarter per Dwelling unit Customer

2021: \$15.12 per year per Dwelling Unit Customer/\$3.78 per Quarter per Dwelling Unit Customer

2022: \$15.88 per year per Dwelling Unit Customer/\$3.97 Quarter per Dwelling Unit Customer.

d. The Contractor shall be solely responsible for billing the owners or occupants of each Dwelling Unit for Contractor's fees for collection and disposal of Municipal Waste, Recyclable Materials, Roadside Litter Control, and Leaf Waste Collection. Township shall have no liability or obligation with respect to such billing and collection. The Contractor shall bill quarterly and allow owners or occupants 25 days from the day the bills are mailed within which to pay quarterly bill. AJB uses a 30 day billing cycle.

e. In addition, the Contractor shall supply to the Township stickers which shall be sold for additional refuse collection using 'excess bag' stickers (defined as one 32-gallon bag) and the proceeds shall be remitted to Contractor. The stickers for additional bags shall be thirty dollars (\$30.00) per package of ten (10) stickers, for the Term (including extensions). The amount that is collected using excess bag stickers ("Excess Bag Fee") provided to the Township by the Contractor for bags of excess trash shall be shared on the basis of twenty percent (20%) to the Township and eighty (80%) to the Contractor. The Excess Bag Fee shall be made to the Township as a semi-annual separately payment by the Contractor.

f. Total Billable Fees – The following are the Total Billable Fees per Dwelling Unit per quarter and per year for curbside collection of Refuse & Recycling, once a month Bulk Item Collection, Roadside Litter Collection, and Curbside Yard Waste Collection (10 collections per year, 2 Christmas tree collections per year) for the period of 2018 through 2017 as follows:

2018: \$64.90 per quarter/ \$259.60 per year

2019: \$64.90 per quarter/ \$259.60 per year

2020: \$64.90 per quarter/ \$259.60 per year

The Option Years of 2021 and 2022:

2021: \$68.47 per quarter/ \$273.88 per year

2022: \$71.84 per quarter/ \$287.36 per year

10. Violation Notices. Contractor, as an agent of the Township shall, at Contractor's sole expense, give notices of violations to the residents of any Dwelling Unit who have failed to prepare Municipal Waste and/or Recyclable Materials properly in accordance with the Ordinance. Such violation notices shall be on forms provided by the Contractor, and copies of all violation notices sent by Contractor shall simultaneously be sent to the Township for its records. The Township shall not be liable or obligated to cure such violations of any resident, nor take any enforcement action with respect thereto. Likewise, Contractor shall, at its expense, be solely responsible for sending "past due" notices to any residents of any Dwelling Units who have failed to pay Contractor's charges for collection of Municipal Waste, Recyclable Materials, Leaf Waste Collection and Roadside Litter Control, which past due notices shall be on such form as the Township may approve. Copies of all such past due notices shall be sent to the simultaneously when such notices are sent to the residents. Notwithstanding the foregoing, the Township shall have the right, but not the obligation, to file municipal liens, impose penalties, or take such other actions as it may deem fit and proper, in its sole and absolute discretion, to institute any collection actions, and/or enforce any violation or obligation of any resident to pay fees related to collection and disposal of Municipal Waste, Recyclable Materials, Leaf Waste Collection and Roadside Litter Control ("Enforcement Actions"). Any amounts received by the Township on behalf of any Enforcement Actions shall be distributed between the Township and Contractor in accordance with the terms of this Agreement, or if said amounts represent recover of unpaid invoices then amounts actually recovered shall be forwarded to the Contractor, less any costs and/or fees incurred by the Township in undertaking the Enforcement Actions. The Contractor shall not cease collecting Municipal Waste or Recyclable Materials from any Dwelling Unit on account of non-payment or late payment of Contractor's fees unless the owners or occupants of the Dwelling Unit fail to pay such fees in full within thirty (30) days after the date of Contractor's first past due notice Contractor shall cease collecting Municipal Waste and Recyclable Materials from any Dwelling Unit where the invoice is unpaid for sixty (60) days. After an invoice has remained outstanding for more than thirty (30) days, Contractor shall be entitled, but not obligated, to impose reasonable late fee on any outstanding and unpaid invoices for collection of Municipal Waste or Recyclable Material, Leaf Waste Collection and

Roadside Litter Control from any Dwelling Unit from the original due date until paid in full, with said late fees not to exceed one and a half percent (1.5%) per month. Contractor shall immediately notify the Dwelling Unit owner and Township, in writing, if it ceases to collect Municipal Waste or Recyclable Materials for any Dwelling Unit on account of non-payment of collection fees. After ceasing collections from any Dwelling Unit, Contractor shall resume such collections immediately upon payment of all past due amounts with respect to such Dwelling Unit by the owners or occupants thereof. The failure of the owners or occupants of any Dwelling Unit to pay any collection fees due to Contractor shall not excuse Contractor from collection of Municipal Waste and Recyclable Materials from any other Dwelling Units. Notwithstanding anything in any section of this Agreement to the contrary, Contractor shall be, in the limited capacity of collecting fees and assessments, and/or imposing any late fees, violations, or penalties, acting as an Agent of the Township, except that in any instance where Contractor files a claim (which was not instituted by the Township) in any court to pursue collection the Contractor shall be deemed to be acting on its own accord and not as an agent of the Township. Forbearance by the Township to exercise any of its rights, including but not limited to collection actions, shall not be deemed or construed to be a waiver by the Township of such right or the underlying breach, or violation of any other entity, resident, owner, occupant, or party, nor shall it be deemed a waiver of any subsequent breach or violation. No delay, or omission by the Township in the exercise of any right or remedy upon any breach or violation all impair such right or remedy or be construed as a waiver.

11. Maintenance of Office and Personnel; Record Keeping and Reporting.

a. Contractor shall establish and maintain during the Term (as hereunder defined), a local office with continuous staffing and supervision, for the purpose of receiving and processing complaints and calls from Township residents and officers of the Township during normal business hours (9:00 a.m. to 5:00 p.m., inclusive), and for the purpose of furnishing information to residents and to the Township. The Contractor shall take all corrective actions in response to complaints by residents within twenty-four (24) hours, or the next business day, after any complaint has been received. Contractor will supply the Township with a toll free telephone number of the local office. Contractor shall maintain, and shall make available for inspection

by officers of the Township, a log and record of complaints and corrective actions taken in response thereto, and reports thereof shall be to the Township on a monthly basis. A report of complaints received and corrective actions taken for each calendar month shall be furnished to the Township not later than the fifteenth (15th) day of the immediately following calendar month.

b. The Contractor shall ensure that all personnel at its local office established in accordance with subsection (a) above, and all collection and disposal personnel, shall behave and conduct themselves in a professional and courteous manner. Contractor shall ensure that its employees shall not use loud, abusive, profane or lewd language in the dealings with members of the public, nor among themselves, during the performance of their work. All employees of Contractor engaged in collection and disposal of Municipal Waste and Recyclable Materials shall conduct their work as quietly as possible with a minimum of interference to pedestrian and vehicular traffic and passageways throughout the Township. Contractor shall be responsible for ensuring that its employees engaged in collection of Municipal Waste and Recyclable Materials throughout the use all necessary safety precautions to prevent damage to property and injury to persons.

c. The Contractor shall provide the Township with the following information on a monthly basis within (7) seven days after the end of the subject month: (i) route identifications/street names of each pickup route and the scheduled regular pickup day and bulk trash pickup day for each route; (ii) the total number of stops (Dwelling Units) on each route; (iii) the number of stops on each route where any improperly prepared Municipal Waste or Recyclable Materials were not collected and where any violation notices were issued, and the dates on such items were not collected and such violation notices were issued; (iv) the weight of Recyclable Materials collected and disposed of on each day; (v) the weight of other Municipal Wastes collected and disposed of each day; (vi) the weight and identification of bulk items picked up on bulk trash pickup days or by special request of any residents on each day; (vii) the total weight of leaf waste collected and delivered; (viii) the total weight of single stream recyclable materials collected and delivered; and (ix) any additional information required by the Pennsylvania Department of Environmental Protection (DEP) and/or the Chester County Solid

Waste Authority. All weights reported shall be actual weights for recyclables collected within East Bradford Township and shall not be estimated. Copies of weight slips shall be made available up request.

12. Representations and Warranties of Contractor. Contractor hereby represents and warrants to the Township that:

- a. Contractor has obtained all licenses and permits from any and all federal, state and local agencies necessary for the performance of Contractor's obligations under this Contract and the other Contract Documents, and all such licenses and permits are in full force and effect and are in good standing on the date hereof, and are not subject to any pending or threatened investigation or other action or proceeding relating to the suspension or revocation of any such licenses or permits, or the imposition of any fine, penalty or other disciplinary action for violation of any law, regulations, order or ordinance relating thereto.
- b. Contractor is qualified and experienced in the collection, hauling and disposal of Municipal Waste and Recyclable Materials, and the collection and disposal of Roadside Litter Control as required pursuant to this Contract, and has, and will have, during the Term (as hereunder defined), all personnel, equipment, vehicles and tools necessary to perform Contractor's obligations hereunder in accordance with the terms of this Contract.
- c. Any subcontractor shall be approved by the Township. In addition, any subcontractor shall be qualified and experienced and shall comply with the insurance provisions in paragraph 12 of this Contract.
- d. Contractor has inspected the Township and has made Contractor's own determination of the number of Dwelling Units within the Township, and Contractor is not relying on any other information or representation with regard to the number of Dwelling Units within the Township.

- e. Contractor has reviewed and examined the Specifications and the Ordinance, and has submitted its Proposal and has entered into this Contract based upon Contractor's examination of the Specifications and Ordinance, and not upon any other information, representation of interpretation thereof by any other person, including, but not limited to, the Township; and
- f. All facts stated in Contractor's Affidavit of Non-Collusion and Contractor's Non-Discrimination Affidavit with Contractor's proposal are true and correct on the date of execution hereof.

13. Insurance. During the Term (as hereunder defined), Contractor shall at its sole cost and expense maintain in force, and provide Township with evidence satisfactory to the Township that it has obtained Workers' Compensation insurance, general public liability insurance, automotive liability insurance and umbrella excess liability coverage, in the amounts specified in the Contract Documents, and with such endorsements as the Contract Documents require. All such insurance policies shall be issued by an insurance carrier who is licensed and authorized to do business with the Commonwealth of Pennsylvania. Such policies shall name the Township as an additional named insured and shall in all other respects satisfy the requirements of the Contract Documents. Such policies shall contain an endorsement to the effect that the insurance carrier will convey to the Township, by certified mail, return receipt requested, written notice of any modifications, alterations or cancellations of any policy or policies or the terms thereof, and said written notice must be received by the Township, at least ten (10) days prior to the effective date of any such modification, alternation, or cancellation. If such modification, alternation or cancellation shall cause the insurance coverage to fail to meet the minimum coverages required by the Contract Documents, the Contractor shall be deemed to be in default and the Township shall have the right, but not the obligation, to terminate this agreement on the effective date of the said change of insurance coverage and the surety named on the Performance Bond may be held responsible by the Township for the resulting losses. All policies of insurance required pursuant to the specifications set forth in the Contract Documents, shall waive any government immunity, if any, of the Township and shall extend to and include all direct and indirect agents and employees of the Contractor and shall include policies of liability insurance on all vehicles and equipment utilized or in

any way connected with the services to be rendered by the Contractor pursuant to the terms of the Contract Documents.

14. Performance Bond. Contractor shall obtain and post with the Township a performance bond or other security satisfactory to the Township in the amounts and at the times required pursuant to the Contract Documents.

15. Compliance. The Contractor shall comply with all reporting and bookkeeping requirements specified in the Contract Documents and in the Ordinance.

16. Compliance with Specifications; Default and Remedies.

- a. For each missed collection that the Contractor does not complete, the Township shall have the right to impose a penalty of ten dollars (\$10,00) for each Dwelling Unit, per day (including Saturdays and Sundays, although Contractor shall not in any case collect trash on those days, Except as may be provided for holidays under Section 3(a) of this Agreement. The Township may collect (or cause to be collected) or deduct said penalties from the monthly invoicing. If a missed collection is not resolved within three (3) days to the satisfaction of the Township, then the Township may collect (or cause to be collected) the refuse and charge (or deduct, as aforesated) all costs, fees and expenses incurred by the Township in connection with the collection. Nothing herein shall prevent or deny the Municipality from cancelling the contract in accordance with the terms of any other section in this Agreement.
- b. All provisions of the Specifications and the Proposal are incorporated herein by this reference, and all obligations to be assumed and/or performed by the Contractor pursuant to the Specifications and Proposal shall constitute covenants and obligations of the Contractor hereunder. Contractor hereby covenants and agrees fully and faithfully to perform each and all of such obligations as are set forth herein, in the Specifications, the Proposal or the other Contract Documents. In the event of the failure of the Contractor to perform its obligations in accordance with this Contract and the Contract Documents, the Township reserves the right to terminate Contractor's services hereunder, in addition to any and all other rights and remedies which may be available at law or in equity. The

Township shall have the right to seek monetary damages for Contractor's non-performance of its obligations hereunder and other compensatory damages, notwithstanding that the fees for Contractor's services provided hereunder are paid directly to the residents of the Township and not by the Township. Contractor shall be subject to penalties for non-performance, for missed collections and for any loads rejected by Contractor's Recyclable Materials processing facility, in accordance with the Specifications.

17. Hold Harmless and Indemnification. The Contractor shall indemnify and hold harmless the Township and all of its officers, agents and employees from any action, liability or claims resulting from the performance of this Agreement.

18. Term of Contract. The term of this Contract (the "Term") shall be for three (3) years commencing on January 1, 2018 and expiring on December 31, 2020. The Term may be renewed on two (2) occasions for an additional one (1) year each. If the Township determines it will not renew the annual Term, notification to the Contractor shall occur no later than October 1 for the upcoming year. Said annual contract shall be entered into by November 1, for each subsequent year. In the event the Township does not notify the Contractor of its decision not to renew the Term, the Term shall automatically extend for one (1) additional year, under the terms and at the prices set forth herein and in the Contract Documents. The Term shall no be extended past December 31, 2022 and shall automatically terminate, without the need of notice from the Township, on December 31,2022.

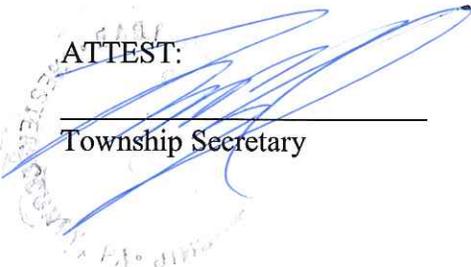
19. Governing Law. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any proceedings or litigation arising out of this Contract shall be subject to the exclusive jurisdiction and venue of the Court of Common Pleas of Chester County, in the Commonwealth of Pennsylvania, and the parties hereby waive any defense or objections which either of them may otherwise be entitled to raise or assert to such jurisdiction and venue. In the event that any provision of any of the Contract Documents shall be found or determined to be invalid or unenforceable by a court of competent jurisdiction, then such provision or portion thereof shall be deemed to be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or condition of any of the Contract Documents shall not affect the validity or enforceability of any other provision or condition of any of the Contract Documents.

20. Interpretation of Ordinance. In the event that all or any part of any Ordinance enacted by the Township pertaining to Contractor's rights and obligations hereunder or the subject matter of this Contract is hereafter interpreted or applied by any court pursuant to a final judgment, order or decree, or is invalidated in whole or in part by any court pursuant to a final order, judgment or decree, in any manner which substantially impairs the performance of Contractor's obligations hereunder or which substantially and adversely affects Contractor's rights hereunder, Contractor's sole and exclusive right and remedy shall be termination of this Contract, which shall be effective not earlier than sixty (60) days after written notice thereof is given by Contractor to the Township. In no event shall the Township be liable in damages or otherwise to the Contractor for or as a result of any judicial interpretation of the Township's Ordinances which adversely affects the Contractor. Nor shall any such adverse interpretation or application of any Ordinance of the Township give Contractor the right to collect any additional amounts from any residents of the Township.

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

TOWNSHIP OF EAST BRADFORD

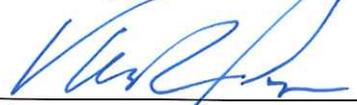
ATTEST:



Township Secretary

By: 

Thomas A. Egan, Chairman

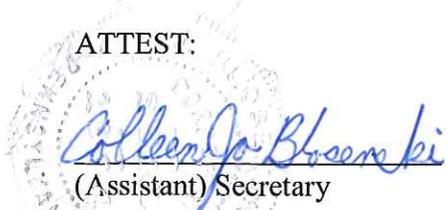
By: 

Vincent M. Pompo, Vice Chairman *Saproni*

By: 

John D. Snook, Supervisor

ATTEST:



(Assistant) Secretary

A.J. Blosenski, Inc.

By: 

(Vice) President



**EAST BRADFORD TOWNSHIP
ROADSIDE LITTER CONTROL OPERATIONS ADDENDUM**

Roadside Litter. Roadside Litter includes all refuse and discarded material, generally referred to as “litter” accumulated, visible or discoverable on: a) the shoulders of any road; and, b) any areas adjacent to any road that are: 1. Within the road right of ways (generally a minimum of 25 feet from the centerline of the road), and / or, 2. Reasonably and safely accessible to Contractor workers with appropriate work shoes including road embankments and slopes. Examples of roadside litter include, but are not limited to: glass and plastic bottles/containers, paper and cardboard of any type; aluminum and all metal type cans/containers; milled wood materials and construction / building debris, tires, and automotive parts and other discarded debris of any size that can be safely picked up by an able-bodied worker and placed in the service vehicle.

Collection Procedures. The Contractor shall provide suitable labor and equipment (including proper safety gear and equipment for each worker and vehicle) for the collection. The Contractor shall provide with each Crew, at minimum, a Crew Leader with the ability to speak conversational English and written elementary level English to effect communication of the various aspects of the work being performed with Township staff and related persons.

Upon arrival in East Bradford Township the Crew Leader will time clock in at the Public Works Garage, when litter collection has been completed for the day, the Crew Leader will return to the Public Works Garage to time clock out and the total number of bags collected that day is to be verified by Public Works Department personnel and noted on the sign in/out sheet.

The method for collection of roadside litter shall be and will include one vehicle equipped with proper safety lights and signage (sign shall notify traffic approaching from both directions of “East Bradford Township Roadside Litter Collection in Progress”), a licensed operator, two litter collection workers staged and walking in front of the vehicle and collection on one side of the street (mandatory on all State roads). Litter shall not be collected by the ‘drive and stop’ method, i.e., collection workers must be out of the vehicle and walking to collect the litter.

Inclement Weather. In the event of inclement weather, including periods when the ground is covered with snow to an extent that would prevent litter from being visible from the road right of way, Contractor shall notify the Township a minimum of 24 hours in advance of planned collection to determine, at the sole discretion of the Township, whether litter collection will be postponed or cancelled during such periods.

Reporting of Roadside Litter Collected. Contractor shall submit to Township at least once per month by the 10th day of the next month, for each month of the contract, a monthly collection service log which shall include, without limitation, the total amount of litter (bags) collected during Roadside Litter Pickup. The report shall include the quantity of litter collected for each day/date of service and the names of the Contractor employees. The report shall also include any conditions or situations affecting collection including weather, accidents, vehicle problems, hazardous materials discovered, and similar.