

PROPOSAL FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE

To the Board of Supervisors of East Hopewell Township, York County, Pennsylvania

The Specifications attached hereto are incorporated by reference herein and made a part hereof.

PROPOSAL:

The undersigned agrees to assume complete responsibility for and to perform the collection and disposal of solid waste from East Hopewell Township, York County, Pennsylvania, including the billing service to customers, which bills shall be at the amounts below by the successful bidder from time to time following execution of the contract, once each week, in accordance with the attached Specifications, **which shall include curbside recycling and large item pick up** as therein set forth, for the period of time listed below as follows:

(1) For the period from January 1, 2027, to December 31, 2027, being a term of twelve (12) months, payable in quarterly installments due on January 1, April 1, July 1 and October 1 of each year:

Yearly Amount \$ _____ per 96 gallon container
Yearly Amount \$ _____ per 32 gallon container

(2) For the period from January 1, 2027, to December 31, 2029, being a term of thirty-six (36) months, payable in or quarterly installments due on January 1, April 1, July 1 and October 1 of each year:

2027:

Yearly Amount \$ _____ per 96 gallon container
Yearly Amount \$ _____ per 32 gallon container

2028:

Yearly Amount \$ _____ per 96 gallon container
Yearly Amount \$ _____ per 32 gallon container

2029:

Yearly Amount \$ _____ per 96 gallon container
Yearly Amount \$ _____ per 32 gallon container

(3) For the period from January 1, 2027, to December 31, 2031, being a term of sixty (60) months, payable in quarterly installments due on January 1, April 1, July 1 and October 1 of each year:

2027:

Yearly Amount \$ _____ per 96 gallon container
Yearly Amount \$ _____ per 32 gallon container

2028:

Yearly Amount \$ _____ per 96 gallon container
Yearly Amount \$ _____ per 32 gallon container

2029:
Yearly Amount \$ _____ per 96 gallon container
Yearly Amount \$ _____ per 32 gallon container
2030:
Yearly Amount \$ _____ per 96 gallon container
Yearly Amount \$ _____ per 32 gallon container
2031:
Yearly Amount \$ _____ per 96 gallon container
Yearly Amount \$ _____ per 32 gallon container

Additional Provisions:

The successful bidder agrees that within twenty (20) days of the award of the bid it will furnish proof of insurance required herein and enter into a contract with East Hopewell Township for the collection and disposal of solid waste for the period as designated in a successful bid and any additional services as may be awarded pursuant hereto and agrees to provide the performance security required herein. Upon failure to do so, East Hopewell Township shall be entitled to collect or retain the full amount of the Bid Bond, cash or certified check guarantee submitted with the bid.

This proposal is accompanied by cash, certified check, or a Bid Bond, issued by an approved bonding company in an amount not less than ten (10%) percent of the highest amount bid under the Basic Proposal.

All sheets attached hereto are a part of this Proposal. DO NOT DETACH.

N WITNESS WHEREOF, we have hereunto set our hands and seals on this date, the _____, day of _____, 2026.

WITNESS:

COLLECTOR:

(Print Name)

Individual or Partnership

ATTEST:

Secretary

Corporation – President

SPECIFICATIONS FOR COLLECTION AND DISPOSAL OF REFUSE IN THE TOWNSHIP OF EAST HOPEWELL

GENERAL

The Contractor shall, once each week, collect, remove and dispose of refuse from all dwellings, municipal and public buildings, schools, churches, industrial plants and business places and establishments in the entire Township of East Hopewell in a manner and with equipment in accordance with these specifications, prior specifications dated July 6, 2023, and the 2023 East Hopewell Solid Waste and Recycling Ordinance. **In the event of any conflicts or inconsistencies between these three documents, the terms of these specifications shall prevail and take priority.** Contractor shall also comply with all applicable requirements of the Pennsylvania Department of Environmental Protection and any other state or federal agency having jurisdiction.

RECYCLING

In addition to the foregoing, the Contractor shall collect, at the curb or alley line, once each week all items permitted by law to be recycled which are acceptable to Contractor, and Contractor shall notify property owners of the proper items for recycling. Recycling shall be placed in properly identified co-mingled containers supplied by the Contractor, which containers shall be as specified by the Borough Council.

LARGE ITEM PICKUPS

Contractor shall be responsible for collection of not more than one large item from each customer per week.

DEFINITIONS

Container – 96-gallon or 32-gallon mobile containers (toters) provided by Contractor and distributed to each customer for collection of refuse, and recycling, which when filled do not weigh more than the weight limitations established by Contractor for deposit into collection trucks. Containers shall remain the property of Contractor.

Contractor – The word Contractor shall mean the person, corporation or partnership with whom the Township of East Hopewell shall enter into a contract, for refuse collection.

Large Items - The term large items means discarded household items and appliances (dishwasher, washer, dryer, etc.), furniture, lawn mowers, automobile tires off rims (two such tires shall constitute one large item) and other items too large for the toters used for normal weekly trash collection; but specifically shall not include construction materials, concrete, paint, tires on rims, tree stumps, automobile and truck parts or batteries, and hazardous materials which include but are not limited to oils, chemicals and pesticides.

Refuse – The word refuse when used in these specifications shall refer to all waste materials, as follows:

- (a) Garbage, ordinary organic household wastes;
- (b) Rubbish, ordinary inorganic household, industrial and commercial waste, including, but not limited to, paper, tin cans, glass, metal, wood, grass, leaves, tree and shrubbery cuttings and yard cleanings, used Christmas trees (not including bulk Christmas trees remaining from a commercial or charitable enterprise for the sale of same), plant growth, or other non-putrescible solid wastes;

(c) Ashes, consisting of the residue from the burning of coal, wood or other materials.

Township – The word Township when used shall mean the Township of East Hopewell, York County, Pennsylvania, or its agents.

QUANTITIES

The maximum quantity of refuse allowed each dwelling unit or other establishment per collection shall be one (1) totter and one (1) large item. In those cases where a business establishment regularly exceeds the maximum containers per collection, the contractor shall enter into separate contracts with the owner of such business as to the collection of such excess. The maximum quantity of recycling allowed each dwelling unit or other establishment per collection shall be unlimited.

COLLECTION ROUTES

Collection routes shall be on all public streets and roads in the Township. There are approximately 800 pickups at this time; plus any public bulk containers.

COLLECTION SCHEDULE

Collections shall be between the hours of 5:30 AM and 7:00 PM prevailing time, unless changed due to anticipated excessive heat or other inclement weather. There shall be 1 collection of all refuse and recycling from each property each week. Scheduling shall be arranged between the Contractor and the Township for a weekly collection day that is mutually agreeable.

In the event a holiday falls on a regular collection day recognized by the Contractor, that collection shall be made on the day following such holiday and notice shall be provided by Contractor to customers.

In the event scheduled collection is delayed by snow or other factors, collection shall be made on the day following such day and notice shall be provided by Contractor to customers. In event scheduled collection is delayed more than two (2) days, Contractor shall have the option to delay collection to the following week's regular collection day with double the amount of refuse permitted to be placed for collection.

METHOD OF COLLECTION

Refuse and recycling containers shall be picked up at the curb or street line, as the case may be, and emptied into the collection truck. Spillage of refuse and recycling on the streets or alleys is prohibited. Every effort must be made to prevent scattering of bits of paper or other material by the wind. Care must be taken not to damage containers.

DISPOSAL

All refuse shall be transported to and disposed of at a facility for such purpose operated by the York County Solid Waste and Refuse Authority, unless otherwise specified for recycling.

INSURANCE

The Contractor (including sub-contractor) shall carry the following forms of insurance, applying to all operations by him, his agents, and employees, and shall cause the Borough to be named as an additional insured, and shall provide proof of such coverage.

Forms	Minimum Limits
(a) Workmen's Compensation	Statutory
(b) Contractor's Public Liability	\$2,000,000/\$5,000,000
(c) Contractor's Property Damage Liability	\$50,000/\$100,000
(d) Automobile Bodily Injury	\$2,000,000/\$5,000,000
(e) Automobile Property Damage	\$50,000/\$100,000

REPORTS AND COMPLAINTS

Contractor shall make such reports to Township representatives regarding performance of the contract as from time to time requested. Contractor shall also notify such representative of any irregular or unusual circumstances in connection with collection, such as (a) refuse and/or recycling left standing because of not being in proper containers, (b) complaints made about or to collection crews, (c) areas missed due to breakdown of equipment.

The contractor or his agent shall contact the appropriate Township official each week. When complaints are received by the Township, the complainant's message will be noted with name and address. The contractor will be responsible for promptly investigating and correcting any legitimate complaint.

LAWS AND ORDINANCES

Contractor shall comply with all laws, ordinances, rules and regulations of any governmental body or agency having jurisdiction in the matter.

EQUIPMENT AND PROCEDURES

All collection equipment and procedures shall be in full compliance with the laws of the Commonwealth of Pennsylvania and the rules and regulations of the Department of Environmental Resources or its successor, and any and all Ordinances, Resolutions and regulations of the Township of East Hopewell which may be applicable.

NO DISCRIMINATION

The Contractor shall not discriminate in hiring of employees for the performance of the work under the contract in violation of any State or Federal law or regulation hereunder.

INDEMNIFICATION

The Contractor (including sub-contractor) shall indemnify and hold harmless the Borough from and against all claims arising out of the performance of the contract not directly due to the Township's own negligence or misconduct.

PENALTY

In the event Contractor defaults in the performance of any term or condition of this contract whatsoever, Contractor shall pay to the Township any and all damages resulting therefrom, the cost of replacement services, the cost of replacement equipment and materials, the cost of correcting such default, and the cost of reasonable attorney's fees, and all costs and expenses incurred by the Township with regard to collecting such payment, or enforcing or defending the terms and conditions of this contract. In addition thereto, in the event the Contractor does not timely remove or collect refuse properly placed for collection, or does not timely collect, empty or remove any recyclable, bulk container, or large item in accordance with the terms of this contract, the Contractor shall also pay to the Township the sum of \$100.00 per day, per individual violation, for each time that a container or any other matter is not timely collected, removed or emptied.

PAYMENT:

Township represents to Contractor that it currently has approximately 800 qualified properties for service. Bids shall be based on and state the annual per customer charge to be billed by Contractor to the owner of qualified property. Contractor shall bill all the owners of the qualified property on a quarterly basis on January 1st, April 1st, July 1st and September 1st of each year of the contract in accordance with the per customer charge which is bid. Payment shall be deemed delinquent in not made in 30 days.

During the term of the contract, Contractor shall not discontinue service to any qualified property due to non-payment, and Contractor shall be responsible for undertaking any and all legal action against the owners necessary to collect any amount owed by the owners of the qualified property. Contractor shall notify Township on a quarterly basis of any non-payment by owners of qualified property.

Contractor shall pay the tipping, dumping or other disposal charges or fees imposed by the York County Solid Waste and Refuse Authority for the disposal of solid waste at its applicable Facility, or imposed for such disposal by any operator at any other Facility if approved as aforesaid. In the event such charges or fees in effect at the beginning of the contract term (hereinafter referred to as "initial charge") is changed by the York County Solid Waste and Refuse Authority or other such operator, Contractor shall notify Township of such change within twenty (20) days of the date that the said Authority or other operator gave notice of such change. In the event of such change and timely notice by Contractor thereof, the contract price shall be adjusted as follows: The rate billed to the residents will adjust for the additional charges or fees as actually charged for disposal of solid waste collected pursuant to this contract within the Borough. In the event of any such adjustment, Contractor shall provide and verify to the Township the cost and quantity information regarding collection and disposal to permit customer to promptly make said adjustment at the time of payments being due.

ASSIGNMENT

Contractor may not assign the contract nor sub-contract any of the work thereunder without the written consent of said Township and subject to such conditions as the Township may require.

PREPARATION OF BIDS

Bids shall be submitted on the forms attached hereto and must be signed by the bidder's authorized officer or agent. A cashier's or certified check or Bid Bond with corporate surety in an amount not less than ten (10) percent of the highest amount bid, in favor of the Township of East Hopewell as a guarantee of the execution of the contract if awarded to bidder must accompany each bid. No bidder shall be permitted to withdraw his bid for a period of forty (40) days after the date set for the opening of bids.

BID OPTIONS

Full service with Customer Option for either one (1) 96 gallon or one (1) 32 gallon Container. This bid eliminates all other options, including any pay-per-bag service.

A maximum quantity of refuse allowed per dwelling unit or other establishment per collection shall be either one (1) 96 gallon or one (1) 32 gallon Container, and as many recycling containers as needed by the dwelling unit or business establishment. In addition, one (1) large item such as used appliances, mattress, piece of furniture, etc. shall be collected from each dwelling unit or business establishment per collection.

Business/Commercial establishments which exceed the maximum number of containers per collection may enter into a separate contract for bulk containers.

EXPLANATION TO BIDDERS

Explanations or interpretations of any documents must be in writing.

RETURN OF BIDS

All bids must be returned in completed form and marked "Refuse Bid". **If by mail or courier (Fed-X, UPS, etc.)** bids shall be mailed or addressed to East Hopewell Township, 8916 Hickory Road, Felton, PA 17322, and **must be received** no later than **Tuesday, October 6, 2026 at 1:00 p.m.** **If in person** bids will be received in the office of East Hopewell Township, 8916 Hickory Road, Felton, PA 17322, at 1:00 p.m. sharp, on **Tuesday October 6, 2026**. Bids shall be publicly opened and read aloud at a special meeting to be held at this time. Discussion, deliberation and acceptance or rejection of any and all bids shall occur as a scheduled agenda item at the East Hopewell Township Board of Supervisors meeting to be held on Wednesday, October 7, 20226, beginning at 7:00 p.m. in the meeting room of East Hopewell Township, 8916 Hickory Road, Felton, PA 17322.

The Township does not always have regular office hours and bids submitted in person must be submitted only at the place, date and time so indicated above.

REJECTION AND IRREGULARITIES

The Township reserves the right to reject any and all bids, and to waive any irregularities in bids received.

PERFORMANCE SECURITY

Cash, certified check or a Performance Bond with corporate surety approved by the Township of East Hopewell in a sum equal to fifty (50) percent of the total contract price shall be furnished by the Contractor within twenty (20) days of the award of the contract.

SPECIFICATIONS AND INSTRUCTIONS TO APPLICANTS
FOR
RESIDENTIAL MUNICIPAL WASTE COLLECTION
CONTRACT

Dated: July 6, 2023

EAST HOPEWELL TOWNSHIP
8916 Hickory Road
Felton, PA 17322

TABLE OF CONTENTS

		<u>Page</u>
<u>SECTION 1.</u>	<u>GENERAL PROVISIONS</u>	1
1.01	DESCRIPTION OF WORK	1
1.02	PERMITS AND CONTRACTS	1
1.03	OFFICE, TELEPHONE AND WORK SUPERVISION	1
1.04	LAWS AND REGULATIONS	2
1.05	TOWNSHIP NOT LIABLE; INDEMNIFICATION	2
1.06	EXAMINATION AND INSPECTION OF WORK	2
1.07	BOND	2
1.08	INSURANCE	3
1.09	STATEMENT OF FINANCIAL CONDITION	4
1.10	ASSIGNING OR SUBLETTING	4
1.11	EMPLOYMENT OF WORKERS	4
1.12	ABANDONMENT OR DEFAULT BY CONTRACTOR	4
<u>SECTION 2.</u>	<u>SPECIAL PROVISIONS</u>	6
2.01	DEFINITIONS	6
2.02	ELEMENTS OF APPLICATION FOR CONTRACT; CONTRACTS	8
2.03	FAMILIARITY WITH THE WORK	8
2.04	DURATION OF CONTRACT	8
2.05	TOWNSHIP REPRESENTATIVE	8
2.06	PAYMENTS TO THE CONTRACTOR	8
2.07	RECLAMATION OF MATERIAL FOR RECYCLING	9
2.08	NOTIFICATION OF VIOLATIONS AND ASSESSMENT OF PENALTIES	9
2.09	AUDIT	11
<u>SECTION 3.</u>	<u>SPECIFICATIONS</u>	11
3.01	PUBLIC INFORMATION	11
3.02	CUSTOMER LIST	11
3.03	EQUIPMENT AND METHOD OF COLLECTION	12
3.04	TIME OF COLLECTIONS	12
3.05	COLLECTION SCHEDULES	12
3.06	PICK-UP POINTS	13
3.07	CHANGES IN SPECIFIED PICK-UP POINTS	13
3.08	REFUSE TO BE PICKED UP; PAY BY VOLUME	13
3.09	SUPERVISION AND PERSONNEL	14
3.10	HANDLING COMPLAINTS	15
3.11	COLLECTION PRACTICES	15
3.12	OWNERSHIP OF REFUSE	16
3.13	TRANSPORTATION OF REFUSE	16
3.14	DISPOSAL OF REFUSE: ADJUSTMENT OF CONTRACT PRICE	16
3.15	DISPOSAL REPORTS	17

SECTION 1 **GENERAL PROVISIONS**

1.01 DESCRIPTION OF WORK

* The work and service to be performed under the Contract shall consist of an Exclusive Contract Hauler ("Contractor") providing all of the equipment and labor for the collection, transportation and disposal of residential Municipal Waste and the collection, transportation and, if applicable, processing for recycling of items designated as recyclables from residential units ("Contract") in accordance with the Solid Waste, Recycling and Authorizing an Exclusive Contract Hauler of Residential Waste of East Hopewell Township Ordinance, ____ - 2023 ("Ordinance") All work and service shall be performed pursuant to contractual relationships between the Contractor and the owners of serviced properties in East Hopewell Township ("Township").

Non-residential waste is not included in this Contract except to the extent that the Township may allow small Commercial Establishments, Institutional Establishments, due to their volume and type of Municipal Waste, to be treated as dwelling units for the collection and disposal of waste and the collection and processing of recyclables if the commercial or institutional establishment so elects.

Collection of all waste, recyclables, and large item pick-up from the Township on an unlimited residential basis shall be offered to the Township at no cost. Additionally, if residential recycling is not required, the Contractor shall provide a recycling bin at the Township at no cost.

Owners, condominium associations or other appropriate associations of apartment buildings or complexes, condominium buildings or complexes, and mobile home parks of five (5) or more units may opt-out of the services provided under this Contract by giving written notice to the Contractor unless such have opted out of the current Contract services and do not notify the Contractor of an intention to opt-in to the Contract.

The Contract and Bid shall include one (1) Large Item pick-up per week and yard waste as part of the basic service volume if properly bundled or placed in a Toter/Cart container provided by the Exclusive Contract Hauler or properly bagged for collection. Two (2) tires each weighing 50 lbs. or less, shall be equal to one Large Item.

1.02 PERMITS AND CONTRACTS

The Contractor shall obtain from the proper authorities, all permits or contracts necessary to carry on this work, shall pay any fees or charges required, and shall be responsible for conduct of his operations in accordance with the provisions of such permits or contracts, copies of which shall be filed with the Township.

1.03 OFFICE, TELEPHONE AND WORK SUPERVISION

The Contractor shall maintain an office in which toll-free telephone service is available for the transmission of detailed information relative to complaints and normal operating procedures. During non-office hours of the Contractor, the Contractor shall provide an electronic answering service for this telephone number for customers to leave their name, number and any questions to be responded to by the Contractor the next working day. The Contractor shall keep a competent contact representative or superintendent overseeing the work details who shall have full authority to receive and execute orders.

1.04 LAWS AND REGULATIONS

The Contractor shall observe and comply with all laws, ordinances, rules, and regulations of local, state, and federal agencies or government governing those engaged or employed on the work, the materials or equipment used, or the conduct of the work. The terms of the Contract shall be interpreted under the laws of the Commonwealth of Pennsylvania.

1.05 TOWNSHIP NOT LIABLE: INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless the Township and all supervisors, members, officers, agents or employees of the Township from any and all loss, damage or expense on account of liability for property damage, personal injury (including death) or governmental regulations arising out of or in connection with Contractor's actions or failure to act in connection with the Contract, or the defense or settlement of any litigation or threatened litigation which may result from such liability. To that end, the Contractor shall provide a certificate of insurance naming the Township as an Additional Insured per Section 1.08, below, for each year of the Contract.

1.06 EXAMINATION AND INSPECTION OF WORK

All work done under this Contract shall be in full accordance with the Contract Documents and Specifications and shall be subject to the most thorough inspection if opted by the Township.

The Township shall be furnished with every reasonable facility for ascertaining whether the work complies with the requirements and intentions of this Contract, but the inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the requirements of the Contract as herein prescribed.

1.07 PERFORMANCE BOND

It is anticipated that the Township will be required to assume the Contractor's responsibilities in the event of a default in performance by the Contractor. Therefore, with the award of the Contract, the Contractor shall give security for the performance of its obligation by filing a Bond with the Township, executed by the Contractor and by a surety or sureties authorized to do business in the Commonwealth of Pennsylvania approved by the Township, in the amount of fifty (50%) percent of the amount of estimated amount of gross revenues of the Contractor under the Contract.

During each succeeding year the bond may be reduced to an amount equal to fifty (50%) percent of the remaining bid price on an annual basis (i.e., the total price divided by 4 equals annualized basis). As an example only, see the following:

Year 1: $\$5,000,000 \div 3 \text{ years} = \$1,666,666 \times 3 \text{ years} = \$5,000,000 \times 50\% = \$2,500,000$
Year 2: $\$5,000,000 \div 3 \text{ years} = \$1,666,666 \times 2 \text{ years} = \$3,333,333 \times 50\% = \$1,666,666$
Year 3: $\$5,000,000 \div 3 \text{ years} = \$1,666,666 \times 1 \text{ years} = \$1,666,666 \times 50\% = \$833,333$

During any year of extension, the Bond may be extended in the amount required for the third year. The gross revenues shall be based upon an estimated Eight Hundred (800) potential household customers served under the Contract.

In case any of the sureties upon the Bond shall become insolvent or unable, in the opinion of the Township, to pay promptly the amount of such Bond to the extent to which surety might be liable, then the Contractor or the Township shall, declare the surety insufficient and, by supplemental bond or otherwise, the Contractor shall immediately substitute another and sufficient surety approved by the Township in place of the insufficient surety. If the Contractor shall fail, within five (5) days or such extended time, if any, as the Township may grant, to substitute another and sufficient surety, then the Contractor shall, if the Township so elects, be deemed to be in default in the performance of his obligations hereunder and upon the said bond. The Township, in addition to any and all other remedies, may terminate this Contract or may bring any proper suit or proceedings against the Contractor and the sureties, or either of them.

1.08 INSURANCE

The Contractor will be required to provide insurance of the prescribed types and minimum amounts as set forth below.

All insurance policies required shall be maintained in full force until all work under this Contract is completed. Contractor and the Insurance Company shall give thirty (30) days' prior written notice to the Township in the event of cancellation or any material change in the policy which assurances shall be stated in the Certificate of Insurance referred to below.

The applicant to whom the Contract is granted shall furnish to the Township, within ten (10) calendar days after the date of official notice of grant of the Contract, insurance certificates evidencing that it has the required coverage and shall keep a currently accurate certificate on file with the Township during the Contract period. Contractor may be required, at a later date and upon specific request by the Township, to furnish certified copies of any or all insurance policies related to protection for the work under the Contract.

The insurance companies indicated in the certificates shall be authorized to do business in the Commonwealth of Pennsylvania, and shall be acceptable to the Township.

Neither approval of the Township, or a failure to supply insurance certificates by the Contractor shall release the Contractor of full responsibility for all liability as set forth in the indemnification clauses hereafter.

The minimum requirements of insurance to be carried by the Contractor shall be as follows:

- a. Workmen's Compensation Insurance as required by the Workmen's Compensation Act of the Commonwealth of Pennsylvania and/or any other applicable Workmen's Compensation law and any reenactment, supplements, or amendments thereto.
- b. Public Liability Insurance for bodily injury, including wrongful death, to any one person and subject to the same limit for each person, and for property damage of not less than Two Million Dollars (\$2,000,000.00) on account of one (1) person and Five Million Dollars (5,000,000.00) per one (1) incident. The limit requirements may be satisfied by an umbrella policy over underlying coverage with, in total, at least a Five Million Dollar (\$5,000,000.00) limit, or any combination of policies that provide, in the opinion of the Township, minimum coverage, with a deductible of no less than \$50,000.

- c. Motor Vehicle/Truck Liability Insurance to cover each truck, automobile, vehicle, or other mechanical equipment, whether owned or leased by the Contractor, used in performance of work under the Contract for bodily injury, including wrongful death, to any one person and subject to the same limit for each person, and for property damage of not less than Two Million Dollars (\$2,000,000.00) on account of one (1) person and Five Million Dollars (\$5,000,000.00) per one (1) incident. The limit requirement may be satisfied by an umbrella policy over underlying coverage with, in total, at least a Five Million Dollar (\$5,000,000.00) limit, or any combination for policies that provides, in the opinion of the Township, the minimum coverage, with a deductible of no less than \$50,000.

1.09 STATEMENT OF FINANCIAL CONDITION

Each application for a Contract must be accompanied by a full and complete statement of the financial condition of the applicant, under notarized oath or completed by an independent certified public accountant. The financial statement shall be the statement completed for the most recent fiscal year of the applicant.

1.10 ASSIGNING OR SUBLETTING

The Contractor shall, at all times, and in all respects, be the party primarily responsible for the performance of work under the Contract or any work thereunder. The Contractor shall not sell, transfer, assign, or otherwise dispose of to anyone, its obligations to its customers or any payment or payments which may accrue thereunder without prior written consent of the Township.

1.11 EMPLOYMENT OF WORKERS

With respect to all work to be performed under the Contract, the Contractor agrees:

- a. In hiring of persons for the performance of work under the Contract or any contract thereunder, neither the Contractor or any of his contractors, nor any person acting on behalf of the Contractor or his contractor, shall, by reason of race, sex, creed, color, national origin, ancestry, or sexual orientation discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor or any of his contractors, nor any person acting on their behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under the Contract or any contract thereunder on account of race, sex, creed, color, national origin, ancestry, or sexual orientation.

1.12 ABANDONMENT OR DEFAULT BY CONTRACTOR

If the Contractor fails to begin work under the Contract within the prescribed time, or if the work to be done under the Contract be abandoned by the Contractor, or if the performance of the Contract is unnecessarily, unreasonably, or negligently delayed by the Contractor, or, if the Contractor is violating any of the conditions or covenants of the Contract or the Specifications, or is not executing the same in good faith, or in accordance with the terms thereof or evades the order(s) of the Township or, if the work cannot be completed within the time named in the Contract, including labor strike or work stoppage, or within the extended time as herein elsewhere provided, or if the Contractor shall become insolvent or file for bankruptcy, including

Chapter 11, or commit any act of bankruptcy or insolvency, the Township may give notice in writing to the Contractor and his Surety of such delay, neglect or default, specifying the same, and, if the Contractor shall not proceed to cure such defect within a period of five (5) days after such notice, then the Township shall have full power and authority to:

- a. Declare the Contractor to be in default, and the Township may thereupon notify the Contractor, by written notice, to discontinue all work or any part thereof under the Contract and thereupon the Contractor shall discontinue the work or such part thereof, and the Township shall thereupon have the right either for the Contractor, for his account and at his risk or otherwise as the Township may determine, to award an emergency contract to another collector, to contract for the completion of the work or such part thereof, or to place such and so many persons as it may deem advisable, by contract or otherwise to work and complete the work herein described or such part thereof, and to procure materials, plant, tools, appliances, equipment, supplies and property to perform the work or such part thereof or from time to time during the course of the completion of the work or such part thereof, as the Township may require, forthwith pay to the Township with interest, for benefit of the owners of properties receiving service, the excess, if any, of the cost of the completion of the work or such part thereof, over the amount payable to the Contractor by his customers for the same work and materials under the term of the Contract. The completion of the work or such part thereof by the Township or another contractor shall not release or discharge the Contractor from liability with respect to the remainder of the work or any other obligations or liability hereunder, and, when any particular part of the work is being carried on by the Township by contract or otherwise under the provisions of this paragraph, the Contractor, unless he shall have been directed to discontinue all work, shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as in no way to hinder, or interfere with other contractors or contractors of the Township or with the persons or workmen employed, as above provided, by the Township by contract or otherwise, to do any part of the work or to complete the same under the provisions of this paragraph, or,
- b. Declare the Contract at an end except as to the liability of the Contractor hereinafter in this paragraph provided for and the Township shall thereupon have the right to award an emergency contract to another collector, to contract for the completion of the work, or to place such and so many persons as it may deem advisable; and to procure other materials, plant, tools, appliances, equipment, supplies and property for the completion of the same. In case the expenses of the Township, or Contractor's customers in case of an emergency contract of completing the work (including the expense of procuring materials, plant, tools, appliances, equipment, supplies and property) shall exceed the amount which would have been payable to the Contractor by his customers for the same work and materials under Contract if the Contract had been completed by the Contractor, the Contractor shall, upon completion of the work or from time to time during the course of the completion of the work as the Township may require, pay the amount of such excess, with interest, to the Township for the benefit of the owners of properties receiving service. The Contractor shall also pay the Township the amount of any claim for which the Township may be liable for injury to persons or property occurring on account of any work, done by the Contractor under the Contract, whether by reason of the negligence, fault, or default of the Contractor, and shall also pay to the Township the amount of any other expense which the Township may incur or be liable for, and the amount of any payment which the Township may be required to make, and the amount of any loss or damage which the Township may incur, or suffer, by reason of any neglect, fault or default of the Contractor; and,

- c. The Township may also proceed, as it shall deem proper, upon the bonds or other security in its possession; and
- d. The Township may also bring any suit or proceedings for specific performance or for injunction or to recover damages or to obtain any other relief or for any other purpose proper under the Contract.

SECTION 2 SPECIAL PROVISIONS

2.01 DEFINITIONS

The following words and terms used in this Contract shall have the meanings ascribed to them, in this section, except in those instances where the context clearly indicates otherwise.

- a. ALLEY means public or private way giving access to the rear of lots or buildings.
- b. CHRISTMAS TREE COLLECTION shall mean a separate collection and transportation of trees to a mulching site designated by the Township.
- c. COMMERCIAL ESTABLISHMENT shall have the meaning as it has in the Pennsylvania Solid Waste Management Act.
- d. CONTRACT means the contract granted pursuant to the Contract Documents.
- e. CONTRACT DOCUMENTS means this document, the specifications, the provisions of the East Hopewell Township Ordinances, as amended from time to time, Contract Application of Contractor, the Contract, any bond or bonds given by Contractor pursuant to this document, Contractor's questionnaire, Contractor's certificate of insurance, Contractor's affidavit concerning Workers Compensation, all applicable state laws, the East Hopewell Township Solid Waste Management Plan, and any other documents otherwise material to or incorporated into the Contract.
- f. CONTRACTOR means the solid waste collector contracted pursuant to the Contract Document.
- g. INSTITUTIONAL ESTABLISHMENT shall have the same meaning as it has in the Pennsylvania Solid Waste Management Act.
- h. LARGE ITEM means any single item that due to size or shape will not fit into a container used by the customer for waste collection (32 gallon or 96 gallon Toter) and is not bagged in a 32 gallon bag for collection. Two (2) tires each weighing less than 50 lbs. shall be equal to one (1) Large item.
- j. MUNICIPAL WASTE shall have the same meaning as it has in the Pennsylvania Solid Waste Management Act, together with leaves, shrubbery trimmings, tree trimmings properly bundled and lawn trimmings properly bagged.

- k. PERSON means any waste hauler, resident customer, individual, firm, partnership, association, corporation, authority, or other entity. The singular shall include the plural. The masculine shall include the feminine and the neuter.
- l. PUBLIC FACILITY means any Federal, State, County, school district, or municipal office building, any school district or municipal maintenance, repair, or service building.
- m. RECLAMATION shall mean the controlled removal of valuable materials from a solid waste processing or disposal site for reuse or sale for reuse.
- n. RECYCLED MATERIALS shall mean those materials that are acceptable and shown on Schedule A to these specifications, award of contract resolution and the Township ordinance authorizing an exclusive contract hauler which are to be collected separately and disposed of in a manner which will allow reprocessing and reuse. In the event the list of recyclable materials changes, the exclusive contract hauler shall give thirty (30) days notice to all customers.
- o. REFUSE CONTAINER means a sheet metal or plastic container which has these characteristics: is watertight; has a tight fitting lid; has a handle; has a capacity not exceeding thirty-two (32) gallons; and, when filled, weighs not more than fifty (50) pounds. Plastic bags may be substituted for metal or plastic containers. Paper bags shall not be used except for paper products. If elected, Contractor will provide and distribute, free of charge, to each dwelling unit, approved small business establishment and any new customer, one (1) recycling container for the co-mingling of recyclable materials. RECYCLING CONTAINERS shall be durable containers to provide for the co-mingling of recyclable materials. The ownership of the recycling container shall remain the property of the successful bidder during the term, and upon the expiration of the contract.
- p. SOLID WASTE shall have the same meaning as it has in the Pennsylvania Solid Waste Management Act, together with coal ash, drill cuttings, leaves, shrubbery trimmings, tree trimmings properly bundled and lawn trimmings properly bagged.
- q. STREET shall mean a public or private way used for public travel, excluding alleys.
- r. TOTE means a ninety-six (96) gallon container equipped with wheels for ease of movement and capable of being dumped mechanically into refuse trucks.
- s. TOWNSHIP means East Hopewell Township, York County, Pennsylvania.
- t. UNIT means one box, can, suitable plastic bag, or carton, either empty or filled with municipal waste when such material is assembled, broken or cut up and tied securely in bundles. Units shall be of such size that the longest dimension shall not exceed three (3) feet and that the volume shall not exceed twelve (12) cubic feet and the total weight of any unit shall not exceed fifty (50) pounds. Municipal waste containing putrescible matter shall not be placed in units.

2.02

ELEMENTS OF APPLICATION FOR CONTRACT: CONTRACTS

The Contractor shall charge no more per customer than the amount quoted in his application for a contract. The charges quoted in the application for a Contract shall be broken down according to the form of Application for a Contract. For billing purposes, the Contractor may combine these charges and may charge at regular intervals but no more than four (4) times per year. The basic service shall be for collection and disposal of municipal waste, including recyclable materials. Further details are stated in Section 3.08 of these Specifications. For purposes of calculation, Eight Hundred (800) potential customers shall be assumed. Charges to customers may be adjusted for any change in tipping fees in the future. For purposes of calculation, please assume tipping fees in the amount of Seventy-Two (\$72.00) Dollars per ton as of 2023, which is the rate that is anticipated will be charged by the York County Solid Waste Authority at the inception of this Contract period. The Township reserves the right to reject any application and bid for any reason or no reason including but not limited to unreasonableness of the whole bid or in part or any other term of the bid with reasonableness being determined in the total and sole discretion of the Township

2.03

FAMILIARITY WITH THE WORK

The applicant is required to personally visit the Township and familiarize itself with the conditions to be encountered and all circumstances which may affect the nature and cost of the work. If an applicant makes a bid, it shall be conclusively presumed the applicant has done so.

No extra compensation will be allowed by the Township for the Contractor's failure to determine existing conditions, a different number of customers than the amount estimated herein, or for lack of information on the part of the Contractor, after the Application for a Contract is submitted.

2.04

DURATION OF CONTRACT

The Contract shall be for a three (3) year term beginning on January 1, 2024, and shall continue through December 31, 2026. If the Contractor offers, the Township, in its sole discretion, may extend the Contractor for two (2) additional years, allowing the Contractor to charge its customers rates to be authorized by resolution of the Township. The Contractor shall accept such extension resolution amount and meet all other qualifications during any extension that exist in the then existing contract on the date of any extension resolution by the Township unless said resolution modifies any qualifications or the Contract shall terminate on the above specified date.

2.05

TOWNSHIP REPRESENTATIVE

The duly authorized representative of East Hopewell Township designated to act on behalf of the Township in all matters relative to fulfillment of the Contract requirements by the Contractor shall be the Township Secretary or her or his designee.

2.06

PAYMENTS TO THE CONTRACTOR

The Contractor will accept, in full consideration for the performance of its obligations under the Contract, no more than the price per customer stated in his application for a Contract (subject to adjustment for changes in Tipping Fees and subject to any other charges provided for in Section 3.14 herein) according to the alternative accepted by East Hopewell Township. The Contractor, by the grant of the contract, is entitled and required to contract with the relevant owners of

residential properties located in East Hopewell Township for the services contracted according to the Contract Documents. The Contractor shall be responsible for billing.

The form of any written contract documents between the Contractor and its customers shall be acceptable to the Township Solicitor. Contractor may collect and enforce properly billed delinquent service fees pursuant to and in accordance with Section 16 of the Ordinance. Contractor may terminate service to customers delinquent for more than ninety (90) days. However, it is the duty of the Contractor to attempt to collect delinquent accounts and reestablish a relationship with delinquent customers to the end that the Township will be fulfilling its requirements concerning disposal of solid waste under state law.

2.07 RECLAMATION OF MATERIAL FOR RECYCLING

The Township may elect to not require individual residential recycling in the Contract. If elected to require individual residential recycling, the Township will continue the curbside recycling collection program in accordance with the recycling provisions of the Ordinance. The Contractor shall supply and distribute recycling containers free of charge. The Contractor shall provide all equipment and labor to collect, at the curbside, items specified by the residents for recycling. The Contractor shall have the exclusive right to collect, process and market designated recyclable materials from properties covered by this Contract. If there are any apartment buildings or complexes, condominium buildings or complexes, or mobile home parks of five (5) or more units, contiguous and of common ownership, that have not opted out with respect to Contractor's services under this Contract, an owner, landlord or agent may establish his or her own recycling collection, processing, and disposition program under the Municipal Waste Planning Recycling and Waste Reduction Act of Pennsylvania, in which case the recycling of solid waste from such apartment buildings or complexes, condominium buildings or complexes, or mobile home parks is not part of this Contract.

For the purposes of this Contract, materials to be recycled are set forth on Schedule "A" which are to be collected separately and disposed of in a manner which will allow re-processing and re use. There shall also be a separate Christmas Tree Collection by the Contractor from December 26 and through the first two (2) full weeks in each January of a Contract Year. The Township may add or delete items from this list in which case the Contractor shall have the option of agreeing to collect such materials for the same price or negotiate with the Township in good faith for an adjustment in the contract price.

Items required to be recycled shall be collected on the same day that other municipal solid waste is collected. The Contractor shall provide vehicles for the collection for recyclables appropriate to carry out this task, including specially designed vehicles if necessary. The Contractor shall provide a recycling container to each customer free of charge. All recyclable items shall become the property of the Contractor and it shall be his exclusive right to collect, transport, process and market or sell these recyclable items in any way that would not violate any Township ordinance or any other law or regulation. Any monetary or other consideration received by the Contractor for the sale of recyclable items may be kept by the Contractor. If the situation arises that the Contractor cannot provide for the recycling of certain specified materials, the Township reserves the right to specify a location for the disposal of the recyclable items.

2.08 NOTIFICATION OF VIOLATIONS AND ASSESSMENT OF PENALTIES

In case of any violations of the Contract, the Township shall notify the Contractor of such violation and allow two (2) pick-up dates to elapse for correction prior to assessing any penalty

against the Contractor. All violations and penalties therefore shall be certified by the Township and its judgment shall be final. The Township shall have the right to assess penalties against the Contractor in the following amounts for each offense for all violations of the Contract:

- a. Failure of truck and crew to operate and complete collections on a regular route, unless prevented by a labor strike or work stoppage, snow storms, hurricanes, floods, or other violence of nature or any other event which may be termed an act of God; the sum of Two Hundred Dollars (\$200.00) per day for each truck and crew not operating.
- b. Failure to maintain any collection vehicle in a sanitary and safe operating condition; the sum of Thirty Dollars (\$30.00) for each offense, each day being a distinct and separate offense.
- c. Failure to collect waste properly placed prior to the regularly scheduled collection time; the sum of Thirty Dollars (\$30.00) for each location.
- d. Failure to replace refuse containers or Toters and recycling containers back of the curb line and on the sidewalk, where there is one, as required; the sum of Fifteen Dollars (\$15.00) for each location.
- e. Willful damage to or carrying away of permanent refuse containers, recycling containers or Toters; the sum of Thirty Dollars (\$30.00) for each offense or, at the option of the Contractor, Contractor may satisfactorily replace damaged or removed containers.
- f. Failure to follow progressive disciplinary action for any employee for offenses as defined in Article 3.09 of the Specifications; the sum of Ten Dollars (\$10.00) per day for each employee not dealt with as directed.
- g. Failure to collect only during certain specified hours in areas the Township has designated as priority areas; the sum of One Hundred Dollars (\$100.00) for each day.
- h. Failure to dispose of municipal waste at the site specified by the Township; the sum of Two Hundred Dollars (\$200.00) per collection vehicle load disposed of elsewhere, plus the actual tipping fees.
- i. Failure to complete collection by 7:00 p.m. on the day scheduled; the sum of One Hundred Dollars (\$100.00) for each day.
- j. Fraudulently dumping solid waste from another municipality and billing the East Hopewell Township "Account" for the tipping fees, the sum of One Thousand Dollars (\$1,000.00) for each load.
- k. Spilling municipal waste or recyclables onto any public street or private property and not properly cleaning up such spillage; a sum of Fifteen Dollars (\$15.00) for each solid spillage and One Hundred Fifty Dollars (\$150.00) for each liquid spill, plus any costs incurred by the Township to "clean-up" such spillage.
- l. Failure to record or report complaints to the Township or to make Contractor's monthly report to the Township concerning disposal information; a sum of One Hundred Dollars (\$100.00) for each failure.

In addition to the above, the Contractor shall be subject to the penalties specified in any applicable East Hopewell Township Ordinance(s).

2.09 AUDIT

Upon minimum notice of forty-eight (48) hours to the Contractor, the Township shall have the right to audit the billings, payments to the Contractor by or on behalf of owners and/or occupants, and the collection methods used by the Contractor at any time in order to determine that all residential, authorized commercial and authorized institutional units are being billed appropriately, that adequate procedures are being used to collect delinquent bills, and the reasonable amount for any requested adjustments to the contract price with customers as the result of changes in tipping fees paid by the Contractor.

SECTION 3
SPECIFICATIONS

3.01 PUBLIC INFORMATION

Prior to the effective date of the Contract, the Contractor shall develop and disseminate a public notice prepared by Contractor and approved by the Township. This notice shall be sent by mail to each residential unit, authorized Commercial Establishment and authorized Institutional Establishment on the routes no less than thirty (30) days prior to the first day of collection services by the Contractor, in the name of the Township and shall include the schedules for pickup of municipal waste and recyclables; rules, regulations and guidelines for residents in the use of the services under the Contract, including holiday pick-up and missed pick-up days, information regarding complaint handling by the Contractor, and any other notice required by the Township. At a minimum, this notice shall be advertised one (1) time, not less than thirty (30) prior to the start-up of the collection service under the Contract. The notice shall be at least the size of a quarter page of newspaper, or, if less, as approved by the Township and shall be published in the Delta Star (Star Printing Publications) and posted on the Contractor's website providing a copy to be posted on the Township's website.

The Contractor shall also provide the Township thirty (30) days prior to the start-up of collection services under this Contract, up to 200 copies of the notice, in increments of 50, printed as an informational flier to be distributed by the Township. If the Township directs, a second mailing of the flier to each recipient of the first mailing shall be sent no less than fifteen (15) days prior to the first day of collection under the Ordinance.

The Contractor shall coordinate and cooperate with the appropriate officials of the Township on preparation and content of all advertisements, informational brochures and an article for the Township newsletter, if applicable.

If the Township directs, the Contractor shall participate in at least one (1) public informational meeting within the Township to disseminate information regarding the solid waste collection services offered under the Contract within thirty (30) days prior to the start-up date of collection services under the Contract. The Contractor shall help the Township to develop the information to be disseminated at these meetings and be present at the meetings to help explain and answer questions of the public regarding the proposed solid waste collection services provided under the Contract.

3.02 CUSTOMER LIST

The Contractor, with the cooperation of the Township, shall develop a customer list and shall, upon request of the Township, from time to time but no more than quarterly, provide the Township with a copy of the list. At the termination of the Contract, the customer list shall become the property of the Township and both sixty (60) days prior to the termination of the Contract and at the termination of the Contract, the Contractor shall provide the customer list in hard copy and electronic (software) form to the Township. Contractor shall make no use of the list except for the purposes of fulfilling the terms of the Contract.

3.03 EQUIPMENT AND METHOD OF COLLECTION

All municipal waste material collected on a weekly basis shall be collected in motorized vehicles with completely enclosed, water-tight, metal compaction collection bodies.

The Contractor shall provide a sufficient number of collection vehicles to properly maintain collection schedules. In addition, the Contractor shall have sufficient back-up capability in case of breakdown and adequate repair facilities so that broken-down equipment can be repaired to insure no delay or hindrance to collection operations.

Equipment shall, insofar as practicable, be of a uniform color and each unit shall be plainly identified with the name and address of the Contractor and an identifying number of each unit.

The Township reserves the right to inspect any of the Contractor's equipment at any time during normal working hours. Any deficiencies as to mechanical or sanitary conditions of the equipment shall be called to the attention of the Contractor, and the Contractor shall correct such deficiencies of said equipment within a reasonable time designated by the Township. Refusal to correct or have corrected such deficiencies in said designated time will result in assessment of penalties in accordance with the 2023 East Hopewell Solid Waste, Recycling Ordinance.

All municipal waste material shall be removed, loaded in the truck and delivered to the disposal site adequately and sufficiently without such waste being blown, dropped, or spilled and so that neither objectionable odors, noxious gases, and putrescent liquid shall escape during or after the process of collection to the extent of constituting a public nuisance.

3.04 TIME OF COLLECTIONS

The Contractor shall be required to perform collection service daily except Saturdays or Sundays and the following holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Unless waived by the Township, at least one (1) week prior to any holiday, the Contractor shall notify customers of any revised schedule by the same advertising as in Section 3.01 above

Collections shall be made at least once weekly.

Collections shall be made between the hours of 5:30 a.m. and 7:00 p.m., prevailing time, unless special collection times are requested by the Contractor and approved by the Township.

With the last invoice of the calendar year, the Contractor shall identify the holiday schedule for the next year. When the day of collection requires a change due to weather or acts of God, etc., the Contractor shall collect double volume on the next scheduled pick-up date. The Contractor shall give announcements of such changes on its website, to all local radio stations and, when time permits, to the Delta Star (Star Printing Publications).

3.05 COLLECTION SCHEDULES

Prior to commencing any work, the Contractor shall submit a detailed schedule and map by districts and showing routes to the Township for approval. This schedule shall provide for the requirements of Article 3.04, Time of Collection.

3.06 PICK-UP POINTS

Refuse containers, recycling containers, Toters/Carts or units will be placed, as directed, either immediately adjacent to customer's back of the curb line in front of the property creating the refuse or, where specified, immediately adjacent to the back fence or rear lot line of the property for pick-up by the Contractor, unless otherwise described herein.

The number of potential pick-up points in the Township is estimated to be Eight Hundred (800) but the actual number of pick-up points established will be controlling.

Within one month after work is started under the Contract, it shall be the Contractor's responsibility to determine the exact number of refuse pick-up points throughout the Township, certify the information in approved form to the Township, and upon review and approval by the Township, the number of pick-up points estimated shall constitute the number of pick-up points on the contract date. Pick-up points will be added or deleted as required during the term of the Contract.

3.07 CHANGES IN SPECIFIED PICK-UP POINTS

The Contractor, after making a careful survey of the collection routes, may request in writing, changes in the pick-up points, on any route or portion thereof. The Township may, after investigation, give written approval of such change.

The Contractor, after receiving written approval of any requested change, shall be responsible for properly notifying all residents and Township authorized places of business affected by such change.

3.08 REFUSE TO BE PICKED UP; PAY BY VOLUME

The Contractor shall be required to pick up all municipal waste and recyclables specified herein put out for collection throughout the Township on the collection day as specified below:

- a. The Contractor shall pick up and dispose of all municipal waste from refuse containers or units at collection points on collection day regardless of the number placed for collection.
- b. Toter/Cart Service - The Contractor shall pick up and dispose of all municipal waste from Toters/Carts, if that alternate has been chosen by the Township and the customer. The Contractor shall, in such event, install Toters at the pick-up point of any resident, any authorized Commercial Establishment, or any authorized Institutional Establishment which requests such Toter(s).
- c. If the Township elects not to require individual residential recycling, the Contractor, at no cost to the Township, shall, at least 2 times per month but no more than 4 times per month, collect and dispose of all commingled recyclables from the Township Building Recycling Bin at the Township Building whereat residents may deposit recyclables. The commingled recyclable bin shall be as specified for the Township which shall be initially

forty (40) cubic yards. Additionally, the Contractor shall provide weekly pick-up of Township waste on an unlimited option basis at no cost to the Township.

- d. Large Item Pick-Up - the Contractor shall have one (1) large item pick-up per customer per week. (see, Section 2.01 definitions).
- e. Christmas Tree Pick up – December 26 through the first two (2) full weeks of January each year, at curbside.
- f. Township Service -The Contractor will provide weekly residential waste collection at the Township Building at the unlimited option basis, at no cost to the Township.
- g. BASIC SERVICE — Each customer will be provided recycling and allowed a maximum of 3 Units or containers with a 32-gallon capacity each or one Toter per collection day for basic service relating to municipal waste, other than recyclables. Yard Waste, if properly bundled or placed in a Toter or properly bagged, can be part of Basic Service volume. A Toter shall be considered equivalent to three (3) such containers. It is the Contractor's responsibility to sell to its customers tags to attach to containers or Units in excess of the above limit or if such customer has not elected three (3) units or the low volume option. The Contractor is not required to collect the refuse in containers or Units in excess of the above limit that are not tagged.
- h. LOW VOLUME SERVICE — Each customer will be provided recycling and shall be given an option of a maximum of 1 Unit or container with a 32-gallon capacity, only, per collection day for low volume service relating to municipal waste, other than recyclables. It is the Contractor's responsibility to sell to its customers tags to attach to containers or Units in excess of the one (1) 32 gallon limit. The Contractor is not required to collect the refuse in containers or Units in excess of the one (1) 32 gallon limit that are not tagged.
- i. TAG SERVICE - Each Customer shall be given an option of a purchased tag only program for low volume customers, one (1) tag each for a 32 gallon container. It is the Contractor's responsibility to sell its customers tags to be attached to containers. The Contractor is not responsible to collect untagged containers.
- j. UNLIMITED SERVICE - Each customer shall be given the option of a level of service where the number of containers per week is unlimited so long as the waste is contained in container(s), Units or Toters/Carts approved in the Ordinance and includes recycling, if elected.
- k. RANGE OF SERVICE - Curbside recycling, large item pick-up, and Christmas tree pick-up shall be available to only the customers subscribing to the Basic Service, Low Volume Service and Unlimited Service.

3.09 SUPERVISION AND PERSONNEL

The Contractor shall employ and designate as the superintendent, a competent supervisor who shall be at all times in charge of the Contractor's operation in the Township. It shall be the duty of the superintendent to contact the Township if he or she becomes aware of any collection problems.

The Contractor shall employ only competent persons, skilled in their various job requirements. The Township may require progressive disciplinary action including suspension or discharge of any employee for one or more of the following offenses during working hours:

1. Intoxication.
2. Use of loud, profane, vulgar, or obscene language.
3. Soliciting or accepting gratuities or tips from the public for services to be performed pursuant to this Contract.
4. Refusal to collect or handle refuse as herein required.
5. Wantonly or maliciously damaging or destroying containers or receptacles.
6. Wantonly or maliciously scattering or spilling of refuse.
7. Wanton, willful, or reckless disregard of safety or sanitary requirements.

3.10 HANDLING COMPLAINTS

All complaints regarding services provided under the Contract shall be responded to by the Contractor within two (2) working days after the receipt of the complaint.

The Contractor may be required to submit a report to the Township each month by the fifteenth (15th) day of the following month listing all complaints received by the Contractor during the previous calendar month. The Contractor shall draft such report form. The report shall be on forms approved by the Township and shall include, at minimum, the following information:

- Date of complaint
- Name, address, telephone number of person making complaint
- Description or nature of complaint
- Date of resolution of complaint
- Description of resolution of complaint
- If the complaint has not been resolved, the reason it has not been resolved.

3.11 COLLECTION PRACTICES

The Contractor shall provide for each collection vehicle unit a minimum crew as it deems necessary to effect an efficient, safe, and sanitary operation.

Each collection vehicle unit shall be provided with a shovel and a broom with which to pick up any spillage of refuse.

The collectors or throwers shall clean up any spillage of municipal waste and recyclables caused by them but shall not be required to clean up any spillage on the sidewalk or street surface caused prior to their arrival or caused by improperly placed municipal waste and recyclables. Contractor must clean up all leakage from the truck itself which is not actually spillage in a method that eliminates any liquid spillage.

The Contractor shall be responsible for properly handling refuse containers which shall be carried (not thrown) to the curb line and the lids, if any, shall be placed on the containers upside-down to indicate that the container was emptied. Containers shall not be placed in driveways in a manner that blocks their use by a motor vehicle.

Each Contractor's vehicle, if parked in the Township, shall be parked overnight on an approved off-street parking site or garage, and in no event shall any such vehicle remain parked on any

Township thoroughfare for a continuous period exceeding two (2) hours. Vehicles shall be emptied on a daily basis and be in a clean and sanitary condition for overnight parking.

Collection personnel shall be required to perform all work in a quiet and orderly manner and shall not interfere with the safe passage of pedestrian or vehicular traffic. The Contractor shall make a reasonable effort to avoid major or congested routes during rush periods.

If the Contractor does not pick up municipal waste or recyclable items from any residential or allowed unit due to non-compliance with the rules and regulations regarding the placement of containers or the proper containerization or separation of the recyclables, the Contractor shall place, either in the container or at the door of the residence, a notice indicating the reason that the municipal waste or recycled items were not picked up on that day. A copy of that notice, indicating the address of the recipient, shall be forwarded to the Township within two (2) working days after the notice is issued by the Contractor.

3.12 OWNERSHIP OF REFUSE

Immediately upon the Contractor's loading municipal waste or recycled materials into any collection vehicle, ownership of such municipal waste or recycled materials shall be vested in the Contractor, and it shall become his responsibility to haul, handle, process, and dispose of.

3.13 TRANSPORTATION OF REFUSE

Routes used by the Contractor in travel to and from disposal site shall be subject to approval and change by the Township.

The Contractor's operation between the Township and the disposal site are subject to the same requirements and control by the Township within the Township, as are the operations of collection and disposal. Contractor shall not pick up solid waste from other municipalities or unauthorized commercial waste from East Hopewell Township with trucks carrying municipal waste or recyclables from East Hopewell Township. Load "mixing" is prohibited.

3.14 DISPOSAL OF REFUSE: ADJUSTMENT OF CONTRACT PRICE

The disposal site for disposition of municipal waste shall be the facility operated by the York County Solid Waste Authority located at 2653 Blackbridge Road, York, Pennsylvania, or any other landfill, site or incinerator designated by the Township.

In addition, in the event a transfer station is established or a more economical method of collection, transporting, or disposal of solid waste becomes available, and is approved by the Township, any savings in costs shall be shared equally by the Contractor and its customers.

In the situation where the Contractor has resource recovery methods and/or facilities available, these facilities may be used for recyclables provided all residue from such operations is disposed of at the site approved by the Township and provided that all requirements of Article 2.07 regarding recycling of materials still apply, if applicable, and take precedent over such operations. Use of any such resource recovery methods shall be approved by the Township.

The Contractor will pay the tipping fees incurred in carrying out the work under this Contract. The Contractor may adjust his contract price with his customers commensurate with any change in Contractor's Tipping Fees charge from the current seventy-two dollars (\$72.00) per ton in 2023. Any proposed change must be submitted to the Township for approval no less than ninety

(90) days prior to its proposed effective date, unless this time is shortened by the Township. The Township will approve such change or determine the appropriate amount of change used upon the change in tipping fees and will not unduly delay nor unreasonably withhold such approval or modification of the request.

Drivers shall be instructed to and shall accurately report to the disposal facility the waste being delivered under the Contract, including the fact that it comes from East Hopewell Township.

Any practice or providing of information to the disposal facility which results in waste not collected under the Contract which is in fact waste under the contract, shall be grounds for nullification of the Contract.

3.15 DISPOSAL REPORTS

If demanded by the Township, the Contractor may be required to submit to the Township monthly reports showing detailed information separately reported on municipal waste and recyclables disposed of under the Contract. This report shall be on forms approved by the Township and shall include information on a calendar month basis. The reports shall be submitted to the Township by the fifteenth (15th) day following the end of each month. The report shall be signed by the appropriate designated official of the Contractor and shall include, but not be limited to, the following information:

- Beginning and ending dates of report.
- Listing (log) of each load of municipal waste disposed of at the waste facility by truck number, date, time of each load dumped, and the weight and volume of each load dumped.
- Total weight and volume of all waste dumped during the month.
- Residential Recycling shall be separated into the following materials:
 - Newsprint
 - Commingled (including what materials are commingled)
 - Christmas Trees

Failure of the Contractor to submit this report in the time specified above or failure to provide complete information on all waste dumped during the course of the month of the report shall be a violation of the Contract and the Contractor shall be subject to a penalty of two hundred dollars (\$200.00) per day, with each day being a separate violation.