

CONTRACT FOR COLLECTION AND DISPOSAL OF SOLID WASTE

AN AGREEMENT made and entered into this 30th day of May, 2023 by and between:

THE BOROUGH OF SCOTTTDALE, a municipal corporation
of the Commonwealth of Pennsylvania, hereinafter
Referred to as "BOROUGH"

AND

WESTMORELAND SANITARY LANDFILL, LLC, a limited liability company, whose address is
901 Tyrol Boulevard, Belle Vernon, PA 15012
Being a wholly owned subsidiary of Noble Environmental, Inc.
hereinafter referred to as "CONTRACTOR"

WHEREAS, the BOROUGH, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and having its domicile in the County of Westmoreland and Commonwealth of Pennsylvania, duly ordained and enacted an Ordinance to safeguard the public health in said Borough by regulating the collection, removal and disposal of garbage, ashes, rubbish, Christmas trees and other solid waste, providing for the award from time to time of a contract for the collection, removal and disposal of said garbage, ashes, rubbish, Christmas trees and other solid waste in compliance with the Acts of General Assembly in such cases made and provided; and

WHEREAS, pursuant to the terms and provisions of said Ordinance, Council of said Borough caused to be prepared specifications for the exclusive right to collect said garbage, ashes, rubbish, Christmas trees and other solid waste within the geographical limits of said Borough and disposal of the same; and

WHEREAS, CONTRACTOR was the only bidder to provide such collection services; and

WHEREAS, pursuant to the terms and provisions of said Ordinance and upon advertising for bids, the proposal of CONTRACTOR was accepted by Council of said Borough on the 23rd Day of May, 2023 subject to the entry of a Contract with the Borough detailing and confirming the terms, conditions and provisions under which such services would be provided; and

WHEREAS, under and by virtue of a Resolution of the Council of said Borough passed at a duly advertised public meeting held on the 30th Day of May, 2023 a quorum being present, the Council of Scottdale Borough approved those terms, conditions and provisions set forth hereafter and, by virtue of same, said CONTRACTOR was granted the exclusive right to collect garbage, ashes, rubbish, Christmas trees and other solid waste within the geographical limits of said Borough and the appropriate officers of said Borough were authorized and directed to execute this contract with said CONTRACTOR for a period commencing June 1, 2023 and ending May 31, 2026; and

WHEREAS, by execution of this Contract, the parties hereto incorporate herein by reference thereto, both the terms of the Borough's Ordinance and the bid submitted by CONTRACTOR as if same were set forth hereafter and make same a part of this Agreement.

NOW, THEREFORE, WITH THE FOREGOING RECITALS BEING INCORPORATED HEREIN BY REFERENCE THERETO, THE PARTIES HERETO AGREE AS FOLLOWS:

I. DEFINITIONS

The following words and phrases as used in this Agreement shall have the meaning ascribed herein, unless the content clearly indicates a different meaning:

ACT 97 – The Pennsylvania Solid Waste Management Act of 1980
(P.L. 380, No. 97, July 7, 1980)

ACT 101 – The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act
(SB528, Act 1988-101, July, 1988)

Borough – shall mean the Borough of Scottdale, Westmoreland County, Pennsylvania

Bulky Waste – means large items of solid waste including, but not limited to, appliances, furniture, large auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Container – a portable device in which waste is held for storage or transportation.

County – shall mean the County of Westmoreland or the Westmoreland County Board of County Commissioners.

Department or DEP – shall mean the Pennsylvania Department of Environmental Protection (DEP).

Disposal – means the deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste enters the environment, is emitted into the air or is discharged to the waters of the Commonwealth of Pennsylvania.

Domestic Waste or Household Waste – means solid waste, comprised of garbage and rubbish, which normally originates in the residential private household or apartment house.

Garbage – means any solid waste derived from animal, grain, fruit or vegetable matter that is capable of being decomposed by micro-organisms with sufficient rapidity to cause such nuisances as odors, gases, or vectors.

Licensed Hauler or Licensed Collector – shall mean any municipal waste hauler or collector possessing a valid and current County License issued by the Westmoreland County Solid Waste Authority pursuant to the County Ordinance No. 2.

Municipal Waste – means any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semi-solid or contained gaseous material resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; and any sludge not meeting the definition of residual or hazardous waste under Act 97 from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant, or air pollution control facility. The term does not include source-separated recyclable materials.

Person – means any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, Federal government or agency, State institution and agency, or any other legal entity which is recognized by law as the subject of rights and duties. In any provisions of this Ordinance which prescribe a fine, imprisonment or penalty, or any combination of the foregoing, the term person shall include the officers and directors of any corporation or other legal entity having officers and directors.

Refuse – means all solid waste materials which are discarded as useless.

Residual Waste – means any garbage, refuse, other discarded material or other waste including solid, liquid, semi-solid, or contained gaseous materials resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, waste water treatment facility or air pollution control facility, provided that it is not hazardous. The term residual waste shall not include coal refuse as defined in the "Coal Refuse Disposal Contract Act." The term shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to the Act of June 22, 1937, (P.L. 1987, No. 394) known as the Clean Streams Law.

Rubbish – means all non-putrescible municipal waste except garbage and other decomposable matter. This category includes but is not limited to ashes, bedding, cardboard, cans, crockery, glass, paper, wood and yard cleanings.

Solid Waste – means any waste, including, but not limited to, municipal, residual or hazardous wastes, including, solid, liquid, semi-solid or contained gaseous material.

Storage – means the containment of any waste on a temporary basis in such a manner as not to constitute disposal of such waste. It shall be presumed that the containment of any waste in excess of one year constitutes disposal. This presumption can be overcome by clear and convincing evidence to the contrary.

Transportation – means the off-site removal of any solid waste at any time after generation.

Transfer Station – means any supplemental transportation facility used as an adjunct to waste collection route vehicles.

In this Agreement, the singular shall include the plural and the masculine shall include the feminine and the neutral.

II. EXCLUSIVE CONTRACT

Contractor is granted the exclusive right to collect ashes, rubbish, Christmas trees and all other solid waste within the geographical limits of the Borough, at convenient pick-up locations set forth herein. This contract applies to all regular collection and disposal of garbage, refuse, ashes, Christmas trees and other solid waste accumulating in the Borough from private and public premises. The Borough acknowledges that Contractor's bid proposal was based on Contractor being the sole and exclusive provider of those waste disposal services referenced herein and Borough covenants and agrees that it shall enforce the exclusivity rights granted to Contractor under this Agreement.

III. TERM OF CONTRACT

The term of the contract shall be from June 1, 2023 through May 31, 2026.

IV. CONTRACT SCOPE

CONTRACTOR shall collect any and all solid waste, acceptable for disposal at a licensed Pennsylvania solid waste landfill, accumulated at all residential and non-residential structures within the Borough on a weekly or other required basis during the period of the contract as set forth hereafter.

V. RATES AND COLLECTIONS

The rates which the Contractor shall charge for the collection, removal and disposal of garbage, ashes, rubbish and Christmas trees and other solid waste within the geographical limits of said Borough shall be as follows:

A. RESIDENTIAL RATES

Each residential unit shall have unlimited waste disposal service for weekly collection of solid waste, and monthly collection of bulky waste from all residential units at CONTRACTOR's fixed bid price for alley collections for the 3-year term as set forth below. It is expressly understood that this service shall include the removal of one (1) large item (such as appliances, etc.) once each month from each residential unit, even if such unit is part of a structure containing more than one (1) residential unit. Any appliances containing freon must have the freon removed and the appliance must be properly tagged prior to collection. All bulk items shall be placed at the same location as weekly collections.

Residential Unlimited Service will be defined as the equivalent of ten (10) bags or less of a capacity of thirty-five (35) gallons or less. Bags or containers shall not weigh in excess of fifty (50) pounds and bundled refuse shall not be in excess of four (4) feet in length. All collections shall be made in the rear alleyways unless access is restricted. The cost for amounts in excess of ten (10) bags will be worked out between the contractor and resident. If a negotiated price/settlement cannot be agreed upon, the

Borough Council will have the final determination of the cost incurred by the resident/property owner.

Contract Period	Monthly Rate
6/1/2023 – 5/31/2024	\$ 35.22
6/1/2024 – 5/31/2025	\$ 38.54
6/1/2025 – 5/31/2026	\$ 42.13

B. Non-Residential Rates

With regard to non-residential customers, rates shall be fixed price per month based upon type of collection (i.e. hand stop or container), container size, and frequency of collection, as detailed on the Bid Form.

Contract prices for all container types shall assume that the price includes the providing of the container itself to the non-residential customer. Non-Residential Rates for alley collection for the term of this Contract are contained with the Bid Documents attached hereto, made a part hereof and marked Exhibit "A".

Note: Unless access is restricted, all residential and non-residential customers will be collected at the rear alley.

C. SENIOR CITIZEN RATE

With regard to senior citizen residential accounts, Contractor shall provide a fifteen percent (15%) discount to any senior citizen. Any person who elects to proceed under a senior citizen discount must provide sufficient proof to the Contractor that they are sixty-five (65) years of age or older and are the head of household in which they reside. Thereafter, the Contractor shall bill them on a monthly basis with the fifteen percent (15%) discount.

D. DISPUTES/APPEALS

In all cases where Contractor and the person to whom services rendered cannot agree on the number and type of collections per week, the Public Services Committee of Borough Council shall have the right to fix the number of collections to be made and the rate to be charged. Either party may appeal to the Borough Council for the final decision.

For any service rendered by the Contractor for which no price or rate is provided in this contract, should Contractor and person to whom each service is rendered be unable to agree on a proper charge or rate therefore, the Public Services Committee shall have the right to decide such rate. Either party may appeal to Council for the final decision.

VI. CONSIDERATION

Contractor agrees to pay to the Borough for the privilege of collecting garbage, ashes, rubbish, Christmas trees and all other solid waste within the geographical limits of said Borough, the following sums per month, in advance on the first day of each month during the term of the said agreement beginning June 1, 2023 and ending May 31, 2026:

June 1, 2023 through May 31, 2024	\$9,000.00 /month
June 1, 2024 through May 31, 2025	\$9,000.00 /month
June 1, 2025 through May 31, 2026	\$9,000.00 /month

VII. BILLING/NON-TERMINATION OF SERVICE

- A. Contractor shall be responsible for all billing and bill collecting and shall not bill the Borough for any services rendered.
- B. The Contractor shall bill on a quarterly basis and collect the fees charged under the terms of the contract. The due date for each quarterly billing must be clearly noted on the invoice and can be no earlier than midway in a quarter. Contractor shall allow at least thirty (30) days between the invoice date and the due date for payment. The Contractor will allow for payment on an annual basis with a two percent (2%) annual discount for such payment. The Contractor shall be entitled to charge a late fee of \$15.00 for each invoice that is not paid by the date listed on the invoice. In the event service is terminated as set forth hereafter, Contractor may charge a \$25.00 reactivation fee and the delinquent account will be required to be made current prior to the restart of the service.
- C. For all multi-unit residential structures containing in excess of four (4) residential units, the Contractor shall bill the owners of the real property who shall be responsible for payment of the account. Billings shall be made as follows: (a) if the units accumulate solid waste individually, each unit shall be billed at the fixed residential collection rate; (b) if the units accumulate solid waste at a common site for all units, billing shall be at the fixed cost per container pickup for non-residential customers. Contractor shall be prepared to accept one (1) bulky item per month from each unit of all multi-unit residential customers.
- D. Contractor may terminate or suspend service for the non-payment of bills during the term of this contract, **provided:** (a) the delinquent payment is at least 90 days past due; (b) the Contractor has provided the customer **AND** the Owner of the Property (if they are not the same) with at least two (2) notices, not less than 30 days apart, of the intent to terminate services for non-payment at the end of such 90-day period; (c) such notices provide the customer/Owner with an opportunity to avoid suspension/termination by making payment of amounts due; and (d) the Contractor has provided the Township with copies of all notices sent to the customer/property owner, along with the names and addresses of the customer and property owner, and the tax map parcel number of the property as determined from

the Westmoreland County Tax Assessment Office, not less than thirty (30) days prior to the date termination or suspension of service is set to occur. The Borough may, in its discretion, exercise any remedies it may have against the tenant and/or owner of the property for violation of any ordinance associated with or arising from the termination of service.

- E. In addition to the suspension or termination of service, Contractor shall be entitled to file an Action at Law to collect any unpaid service charge within or after the 90-day period. The provisions enabling the Contractor to suspend or terminate service for non-payment shall only apply to accounts that become delinquent as a result of the failure to pay charges during the term of this Agreement (i.e. June 1, 2023 to May 31, 2026). Any delinquency or failure of payment which occurred prior to June 1, 2023 shall not be the basis for the suspension of service. However, nothing shall prevent the Contractor from collecting any debt incurred prior to June 1, 2023, through all means otherwise authorized by law or in equity.

VIII. REFUNDS

The Contractor shall provide a customer that is paid in advance, who moves or otherwise changes residence, a pro rata refund of any amounts paid in advance, effective upon the date the customer's status change occurs or upon the date of notification by the customer of their status change whichever occurs last. The Contractor shall provide the customer a refund within thirty (30) days of the effective date of their change of status or notification by the customer of the change of status, whichever applies last.

IX. MANDATORY PICKUP OF SOLID WASTE

The Borough has adopted an Ordinance that provides for the mandatory pick up of solid waste of all residential and non-residential units within the Borough. Contractor agrees to comply with the terms of such Ordinance.

X. HOURS OF COLLECTION

Contractor shall limit collections and removals of any and all solid waste to only between the hours of 6:00 a.m. and 5:00 p.m. Monday through Saturday, with the principal schedule being set forth hereafter.

XI. COLLECTION SCHEDULE

- A. Contractor has been the Borough's Collector since 2018 and has an existing Agreement to act as the Borough's Contractor through May 31, 2023. Contractor agrees to continue collections on the same schedule, and using the same routes, as Contractor maintained under the Contract expiring on May 31, 2023. This same schedule and routing shall continue to be implemented to provide pickup days for the collection of solid waste and shall operate as the collection schedule for the

Borough throughout the term of this Agreement. This Collection Schedule may not be amended without the express consent of Borough Council as set forth hereafter. Collections shall be made consistent with the Plans and Specification Proposal included with Contractor's Bid Documents for alleyway pickup.

- B. The Contractor shall deliver a written notice to all residents informing them of their scheduled day of pickup and shall also be required to insert the same pickup schedule into two (2) local newspapers: The Tribune Review and the Daily Courier, on not less than three (3) consecutive days, at least two (2) weeks prior to the effective date of the contract period.

XII. COLLECTION SCHEDULE CHANGES

- A. Collections shall be made by the Contractor in accordance with the published schedule agreed upon by the Borough and the Contractor herein. When a holiday occurs on a scheduled collection day, that day's collections and those of the remaining days of the week shall each be delayed one (1) day. Any collections scheduled on a Friday will then be made on Saturday to complete the week. Sunday collections will not be permitted at any time.
- B. Prior to implementation, any changes in the schedules of collection or in the routing of vehicles shall be approved by Borough Council, such approval not to be unreasonably withheld, conditioned or delayed. In the event changes are approved by Borough Council, the Contractor must publish any change in the collection schedule at least two (2) weeks in advance of the change, in a newspaper with general circulation within the Borough limits.

XIII. COLLECTION OF NEW CUSTOMERS

Upon Contractor being notified of a new customer, Contractor shall provide services to said new customers on the next regular pickup schedule.

XIV. SPECIAL COLLECTIONS

- A. Contractor shall provide refuse collection and disposal services at the following Borough public buildings, parks and public areas at no charge to the Borough:
 - 1. Central Fire Station – 317 Pittsburgh Street
 - 2. Second Ward Fire Station – 99 Homestead Avenue
 - 3. Fourth Ward Fire Station – 811 South Broadway
 - 4. Scottdale Public Library – 106 Spring Street
 - 5. Borough Building – 10 Mount Pleasant Road – Contractor to provide one (1), eight (8) cubic yard container
 - 6. Borough Recycling Building – Crescent Street – Contractor to provide one (1), eight (8) cubic yard container
 - 7. South Chestnut Street Park – Bounded by South Chestnut Street, Walnut Avenue, South Hickory Street, and George Street

8. Kendi Park – Mount Pleasant Road
 9. Garfield Park – Bounded by Church Street and Garfield Avenue
 10. Loucks Park – Bounded by North Chestnut Street, Spring Street, Arthur Avenue, and Park Street
 11. Pittsburgh Street Park – Bounded by Homestead Avenue, School Street and Pittsburgh Street
 12. Barclay (West) Park – Park Avenue
- B. Waste from the Borough Recycling Building (See Paragraph XIV.A.6 above) shall be collected three (3) times a week. All other locations shall be collected at least once per week or more frequently, if necessary and reasonably required by the Borough.
- C. Contractor shall be required to provide, on an as-needed basis, additional containers and removal of solid waste during special annual events conducted on Borough owned property, (i.e. Scottdale Volunteer Fire Department Street Fair, Scottdale Fall Festival, Scottdale Community Picnic at Loucks Park and other special events) as requested. Said special collections shall be without cost to the Borough.
- D. Contractor shall make adequate provisions to provide special collections when garbage, refuse and other waste have not been collected during the regularly scheduled trip. Special pickups for missed collections shall be made by the Contractor when ordered by the Borough at no cost to the Borough or the occupant and shall be made within twenty-four (24) hours of notice by the Borough. Special pickups for missed collections shall not apply when the resident failed to put out their trash.
- E. If the Contractor is delayed from picking up garbage due to inclement weather conditions, Contractor shall still provide the service during that same week. No skipped weeks shall be permitted.
- F. Contractor shall provide emergency collection service, as necessary and reasonably determined by the Borough, for the Borough during any storms, hurricanes, or other act of God, that has caused an excess amount of garbage to be accumulated in the Borough. Said service shall be of no expense to the Borough.
- G. Without cost to the Borough, Contractor shall collect, remove and dispose of the garbage, ashes, rubbish and Christmas trees found on any street, alley or public property located in the Borough. Any and all spillage shall be immediately collected by the Contractor.

XV. COLLECTION OF BULKY WASTE

- A. Contractor agrees to collect one (1) large or bulky waste item per month per residential unit; examples of large or bulky items are washers, dryers, refrigerators, hot water tanks, stoves, furniture, etc. All CFC (freon) must first be properly removed and documented in accordance with applicable law prior to collection.

Building material, concrete, hazardous material, pesticides, automotive parts, tires, paint, liquids, etc. are unacceptable waste and are not included in this classification. As used herein, "Acceptable Waste" means municipal waste, as defined in Section 103 of the Pennsylvania Solid Waste Management Act, 35 P.S. SS6018.010 et seq. (the "Pennsylvania Solid Waste Management Act") and the regulations applicable thereto, that is permitted to be disposed of at a facility under applicable law and permits, and that is not "Unacceptable Waste" as defined herein.

- B. Bulk items shall be collected only once a month and shall occur on the same day as the first pickup date of the month for regular garbage collection. All bulk items shall be placed curbside, in the alley (if accessible and designated as the place for trash collection by the Borough) or at the end of the driveway.

XVI. COLLECTION OF YARD WASTE

Small amounts of grass clippings and other yard waste (which are incidental to a residential customer's regular garbage) hedge/shrub cuttings, limbs and branches from trees, not exceeding three (3) inches in diameter and only if securely tied in bundles not exceeding forty-eight (48) inches in length, shall be collected by the Contractor.

XVII. REPLACEMENT OF SOLID WASTE CONTAINERS

The Contractor is required to instruct all employees that garbage cans, after being emptied, are to be placed upright in the same locations as placed by the resident or customer prior to pick-up. These containers are not to be tossed, or thrown, or placed in any other position. Lids should be secured.

XVIII. PERFORMANCE BOND AND BID BOND

Within thirty (30) days after notification by the Borough that the contract has been awarded, Contractor shall furnish to the Borough, a Performance Bond in the sum of one hundred percent (100%) of the first year's contract amount, with a corporate surety to be approved by Borough Council. Said bond shall be for a one (1) year period to cover the first year of the contract. Contractor shall provide a new bond each year thereafter, no later than May 31st of that year, during the term of this contract, in the amount of 100% of the contract price of that year. Accordingly, the Performance Bond amounts for each year of the Contract shall be as follows:

6/1/23 – 5/31/24	\$662,699.52
6/1/24 – 5/31/25	\$725,168.24
6/1/25 – 5/31/26	\$792,718.08

XIX. FORFEITURE OF BID BOND

If the CONTRACTOR shall fail within the times and in the precise manner specified either to furnish the insurance certificates, to file the Performance Bond or to execute and deliver the contract, the Borough may, following five (5) business days written notice to

Contractor, in addition to exercising any other rights or remedies otherwise available under applicable laws, declare a forfeiture of the bid bond submitted with the CONTRACTOR'S bid and may re-advertise for proposals.

XX. EXECUTION OF AGREEMENT

The person, persons, firm or corporation to whom the contract is awarded shall file within seven (7) days after receipt of notification that the contract has been awarded three (3) properly executed copies of the contract with the Borough.

XXI. REJECTION OF ALL BIDS – WAIVER OF INFORMALITIES

The Borough has reserved the right, at its sole option, to reject any and all proposals and waive any and all technicalities, informalities, or other deviations from the proposal documents, and further reserves the right to modify all bid requirements which were set forth in the bidding and contract documents. In entering this agreement, the Borough believes CONTRACTOR has complied with all bidding requirements. In the event it is subsequently determined that the CONTRACTOR has not complied with a specific bid requirement, the Borough reserves the right to compel CONTRACTOR'S compliance with same. The failure of CONTRACTOR to comply with a specific bid requirement within thirty (30) days of receipt of notice from the Borough to do so shall be a breach of this agreement.

XXII. INSPECTION CONDITIONS

It is the Contractor's responsibility to make a complete inspection of the Borough so that Contractor will be familiar with all conditions under this agreement.

XXII. TRUCK OPERATION

The operator of the truck shall stay in or near the vehicle at all times during the collection process and shall locate the truck so that traffic is not disrupted or is blocked as little as possible. The operator of the truck shall report spills or leaks of oil, hydraulic fluid, paint, etc., to the Borough Manager immediately upon notice of such leak or spill.

XXIII. TELEPHONE COMMUNICATION / HOURS OF OPERATION

Contractor shall maintain telephone service with sufficient personnel available to answer calls at all times between the hours of 8:00 a.m. to 5:00 p.m., prevailing time, Monday through Friday. The telephone maintained by the Contractor shall be in an exchange that may be called on a local, toll-free basis from the Scottdale Borough Building.

XXIV. EQUIPMENT AND LABOR

- A. Throughout the term of this Contract, the Contractor must own and have in operable condition, with current operating licenses and approved certificates of inspection issued by the Commonwealth of Pennsylvania, a minimum of four (4) trucks, equipped with devices or equivalent type of closed bodies and enclosed cargo

space, necessary to the collection of solid waste. The Contractor shall submit to the Borough copies of approved certificates of inspection, copies of current licenses, proof of compliance with the Federal Highway Administration Standards for Drug and Alcohol Testing for CDL drivers and notify the Borough of any revocations or loss of CDL licenses.

- B. Contractor shall use leak-proof steel bodied motor vehicles, including back loading trucks, equipped with water tight beds, constructed of a material so that the top is covered, and the collection, transportation and disposal will be done in such a general and reasonable manner that no litter, garbage, or refuse shall be blown from or collect from said trucks on said streets and alleys in said Borough. Any special load shall be covered by tarpaulin. Said vehicles shall be duly licensed, operated and maintained as required by any and all laws applicable to same.
- C. All trucks of the Contractor shall be uniformly painted, shall be numbered in sequence on both sides and shall have the name of the collector on both sides. All trucks shall be washed with water at the end of each week's use and shall be kept in a clean and sanitary condition.
- D. Contractor agrees to furnish, maintain and operate vehicles, machinery and equipment necessary for the proper performance of this contract at its own expense. Said vehicles, machines and equipment shall be kept in good repair.
- E. Contractor shall supply all labor necessary for the proper performance of this contract at its own expense. The work contemplated shall be done in a workmanlike manner and accordance with the health laws of the Commonwealth of Pennsylvania and under the supervision of the Public Services Committee of the Borough of Scottdale. Contractor shall agree to save the Borough harmless from its failure to comply with said health laws.

XXV. CONTRACTOR EMPLOYEES

- A. Contractor shall require all employees to be courteous at all times and not to use loud or profane language and to do their work as quietly as possible.
- B. Contractor shall require all of their employees, in collecting garbage and refuse, to follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty cans. They shall also replace all garbage cans and covers and close all gates opened by them.
- C. Contractor shall require all of their employees to not trespass or loiter, cross property to adjoining premises, or meddle with property that does not concern them.
- D. Contractor shall require their employees to take extra care in the loading and transportation of garbage and refuse so that none of the material collected is left either on private property or on the streets or alleys. Any garbage or refuse left on

private property or on streets or alleys by the Contractor shall be cleaned up upon notice from the Borough.

XXVI. DUMPING

- A. Contractor shall, at his own expense, provide for dumping of all garbage, ashes, rubbish, Christmas trees and other solid waste outside the Borough. Contractor shall pay any related charge for said dumping.
- B. Contractor shall dispose of all garbage, ashes, rubbish, Christmas trees and other solid waste in accordance with the standard practices and laws of the Commonwealth of Pennsylvania, as well as other local, state, and federal health and safety laws, and said dump shall not be operated or maintained in such a manner as to cause a nuisance, private or public, or to be detrimental to the public health, or constitute a fire hazard.
- C. Any dump site that is used by the Contractor shall be a state DEP approved dump site, and, in the event said dump site shall ever be determined by the DEP to be unacceptable, Contractor agrees to provide a dump site that is DEP approved at no additional cost to the Borough or its residents. Contractor shall provide proof to the Borough of a DEP approved dump site and said proof shall accompany Contractor's bid proposal.

XXVII. LIABILITY / DEFAULT

- A. Contractor shall be an independent contractor and shall have and maintain entire and complete charge, control and supervision of the collection of the garbage and refuse in accordance with the terms and provisions herein and the Borough shall not in any manner be answerable or accountable for any violation of any law or any injury, loss or damage arising from the neglect or carelessness of the Contractor or anyone in its employ, to any person or persons or their property, and Contractor shall hold harmless, indemnify and defend the Borough on the same.
- B. Should Contractor fail to or neglect to collect or remove and dispose of garbage, ashes, rubbish, Christmas trees, recyclables and other solid waste, Contractor will make available to said Borough all equipment and the dump used by Contractor for such purposes, for a period of ninety (90) days to enable said Borough to make other arrangements for the collection of the same so as to protect the public health. During such time, said Borough shall not be liable to the Contractor for the use of said equipment and dump, and said Borough shall be entitled to all charges and fees from the persons to whom they render service.
- C. Should Contractor default in the performance of any of the covenants, terms and conditions to be kept and performed by Contractor under the terms of this Agreement or any other contract entered into by Contractor which would have a material effect on Contractor's performance under this Agreement, or neglects or refuses to abide by any rule or regulation made by the Borough, the Borough shall

give Contractor ten (10) days within which to remedy such default, and, in the event Contractor refuses to or neglects to do so, Borough may, upon thirty (30) days written notice to the Contractor, cancel or terminate the contract. The right of the Borough to terminate this Agreement shall be in addition to any other right, claim or cause of action the Borough may have against Contractor, at law or in equity, in addition to any proceedings initiated against Contractor's performance bond. It is the intent that all remedies available to the Borough following a default by Contractor shall be cumulative.

- D. Contractor shall indemnify, save harmless and defend the Borough of, from and against all claims or causes of action of any kind arising out of the collection, removal and disposal of garbage, ashes, rubbish, Christmas trees and other solid waste within the Borough or otherwise, and the operation, maintenance or use of its dump.
- E. Contractor agrees that on every default of payment of either the total sum or any monthly installment by the Contractor, or on Contractor's failure to make any payment provided for herein, or on any breach of any of the covenants herein made by the Contractor, Contractor hereby empowers any attorney of any Court of Record within the United States of America or elsewhere to appear for said Contractor, and after one or more declarations filed, confess judgment against Contractor, and in favor of Borough, its successors or assigns, as of any term for the sum due by the reason of said default or breach of covenant, together with costs of suit and reasonable attorney's fees incurred for collection, with release of all errors, and without stay of execution, and inquisition and extension upon any levy on real estate is hereby waived, and condemnation agreed to, in the affidavit of Borough shall be sufficient proof of such default, failure or breach.

XXVIII. INSURANCE

- A. During the term of this contract, Contractor shall maintain in full force and effect, at its sole expense, insurance coverage with minimum limits as follows:

Worker's Compensation

Coverage A	Statutory
Coverage B-Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Umbrella Liability

Each occurrence	\$2,500,000 each occurrence
Aggregate	\$5,000,000 aggregate

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000 Combined-Single Limit Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers)
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

- B. All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by the Borough. All policies herein shall be written by insurance carriers with a rating of A.M. Best of at least "A" – and financial size category of at least VII. Contractor shall furnish and keep in place with the Borough an ACORD Certificate of Insurance, evidencing that such coverages are in effect and naming the Borough as an additional insured. Such certificate: (i) will also provide for thirty (30) days prior written notice of cancellation to the Borough; and, (ii) shall contain waivers of subrogation in favor of Borough (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Borough. In addition, the following requirements apply:
1. The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of Borough herein.
 2. Coverage must be provided for Products/Completed Operations. The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.
 3. Certificate of Insurance shall be issued to the Borough prior to June 1st of each year said contract is in effect

XXIX. INDEMNITY

- A. Contractor shall be responsible for any loss, personal injury, death and/or other damage that may be done to or suffered by any employees of the Contractor or any other persons in connection with the operations to be carried out pursuant to this Contract, and shall indemnify and save the Borough and/or any of its officers, agents or servants harmless, and indemnify and defend them against any claims for any such loss, injury,

death and/or other damages including claims or causes of action for loss, injury, death and/or damages for which either or both of the parties hereto may or shall be liable.

- B. Any person or persons under the direction or control of the Contractor or his agents, or servants, or any person or persons performing the duties of the Contractor that arise or result from the performance of any term or obligation under this Contract, shall be deemed to be employees of the Contractor.

XXX. TERMINATION

If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, then the Borough may without prejudice to any other right or remedy, terminate this agreement and re-advertise the work covered by the same. The provisions in this section are in addition to any other provision for termination or cancellation of the Contract, as provided by the specifications or other sections in such Contract

XXXI. WAIVERS

No party hereto shall be deemed to have waived any right, power or privilege under this Contract or any provision thereof unless such waiver shall have been duly executed in writing and acknowledged by the party to be charged with such waiver. The failure of any party hereto to enforce at any time any of the provisions of this contract shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of any party to thereafter enforce each and every such provision. No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

XXXII. INTEGRATION

This Contract and understandings between the parties contained herein, the Contractor's Bid Documents and in those other documents incorporated and/or referenced herein, constitute the entire understandings between the parties and supersede all prior agreements, commitments, representations, writings and discussions between them and that no other promises have been made by either party to the other to act as inducement for the entry of this agreement,

XXXIII. RESERVATIONS

- A. The Borough reserves the right to cancel or terminate the contract at any time if the Contractor fails or neglects, after ten (10) days prior written notice to Contractor specifying the nature of such default, to perform or adhere to any provision, term or regulation of the Contract or fails to abide by any of the conditions or covenants herein contained.

- B. The Borough reserves the right to construct any improvement or permit any construction in any street or alley in such manner as it may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. Contractor shall, however, by whatever method he elects, continue to collect the garbage and rubbish to the same extent as though no interference existed upon the streets or alleys formerly traversed. It shall be done without extra cost to the Borough.

XXXIV. COMPLAINTS

- A. All complaints shall be made to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection within twenty-four (24) hours, or as soon thereafter as reasonably possible, after the complaint is received.

XXXV. If the Contractor has missed stops, the Contractor must give a list of these stops to the Borough by 4:00 p.m. that day.

XXXVI. VALIDITY OF COMPLAINTS

The parties hereto agree and stipulate that the Borough Manager, and/or his agents, shall have the right to properly verify any incidents of missed pickup or carelessness on the part of the Contractor, as provided herein. Such verification shall be final and binding upon the Contractor in the assessment of any penalties provided in this Contract.

XXXVII. CUSTOMER LIST

At the end of the contract period, the Contractor shall provide the Borough, upon request, a complete list of all customers, their addresses and the status of their accounts. At the conclusion of the contract period, any uncollected fees from any customer shall be and remain the sole and absolute property of the Contractor who may collect them pursuant to law as permitted under these specifications.

XXXV. EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

The experience and equipment questionnaire, attached hereto in the Bid Documents shall be and is hereby made a part of this Contract, has been filled out in detail and signed by the Contractor and, as so completed, shall constitute a representation that the data contained therein is true and correct.

XXXVIII. EQUITABLE ADJUSTMENT

Throughout the life of this contract, the parties understand that the provisions of said contract may be affected by change or modification of existing laws, ordinances, resolutions,

or executive actions which would result in a substantial change in the circumstances under which this contract is being awarded. In such an event, the parties seeking to claim a modification and adjustment to the contract provisions shall set forth, in writing, the nature of the adjustment desired, the cause for said adjustment, and all documentation in support of the claim for equitable adjustment. The other party shall then be afforded ninety (90) days to review and respond to said request. All such reviews shall be conducted in good faith. The rights to "equitable adjustment" shall be deemed to include a one (1) time extension of this agreement for a period not to exceed one (1) quarter (i.e. 3-months) at the invoice rates set forth for the last three (3) months of this Agreement (March, April & May 2026).

XXXIX. BID FORM

The bid forms submitted by Contractor and attached hereto as Exhibit "A" and those representations of Contractor contained therein, shall be and become a part of this contract.

XL. FINANCIAL STATEMENT

The Contractor must submit a copy of its 2022 or other most recent audit or financial statement or that of the Business Division of its Parent Company upon execution of this Contract and shall provide its most recent audit or financial statement to the Borough on an annual basis thereafter, within fifteen (15) days of the request of the Borough for same.

XLI. ASSIGNMENT

Any contract or contract options which arise pursuant to proposals submitted in accordance with these specifications shall be not be assigned, sold, transferred, or set over to any other person or persons firm or firms, corporation or corporations, without the prior written consent of the Borough.

XLII. COMPLIANCE WITH EXISTING LAW

The Contractor shall comply with (a) Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act, Act 101 of 1988; (b) provisions of Pennsylvania Stat. Ann. Tit. 16 SS 5175 et seq., as amended, relating to the transportation and disposal of garbage; (c) with all applicable ordinances and resolutions of the borough, (d) with all applicable ordinances and resolutions of other municipalities (including the payment of all applicable fees and charges) through which the Contractor's trucks and equipment will travel, (e) with all applicable rules, regulations, and requirements of the County of Westmoreland, the Commonwealth of Pennsylvania, and the Federal Government. The Contractor shall also comply with all provisions of the Solid Waste Management Plan as adopted by Westmoreland County, and must obtain a waste hauling license from Westmoreland County.

XLIII. LIQUIDATED DAMAGES

- A. Contractor specifically acknowledges that providing prompt and reasonable services to the customers of the Borough of Scottdale, as well as providing adequate reporting and documentation to the Borough itself, is critical for the proper

performance of this contract. The parties further understand and agree that Contractor's failure to maintain reasonable service to Borough customers, or to provide adequate reporting and documentation, disrupts, adversely affects and damages the reputation and operations of the Borough in ways that cannot be adequately measured in damages. Accordingly, if during the contract period, the Contractor shall fail to provide reports of documentation required, or if the Contractor shall violate the provisions of the agreement relating to the hours of collection or responsiveness to customer calls and complaints, the Contractor shall be liable and pay over to the Borough liquidated damages for said violations in each calendar year of the Contract Period upon the following schedule:

1. For the first technical violation, the Borough shall provide written notice to the Contractor in the form of a warning of violation and the Contractor shall take such reasonable actions necessary to address the problem.
 2. Upon a second violation, the Borough shall direct a written notification to the Contractor who shall, in addition to undertaking steps to remedy the violation and to provide written evidence of the same to the Borough be liable and pay over to the Borough the sum of five hundred dollars (\$500.00).
 3. For each subsequent violation in each calendar year, the Borough shall provide written notice of the violation and the Contractor shall be liable and pay over to the Borough the sum of one thousand dollars (\$1,000.00).
- B. The Contractor shall make payment to the Borough within thirty (30) days from the date of any such notice. The failure of the Contractor to make any such payment of liquidated damages when due shall constitute cause for the cancellation of this agreement.

XLIV. REPORTS

- A. The Contractor shall submit monthly reports to the Borough Manager no later than ten (10) days after the end of each calendar month. The report shall show the total weight in tons of items picked up for that month for each category and shall include the individual weigh slips. This information is to be used for statistical purposes by the Borough and may be used to meet any requirements of the Pennsylvania Department of Environmental Protection relating to Act 101 of 1988. A report of annual activities is due by January 20th of each year, showing a breakdown on individual items collected from residential, commercial, municipal and institutional pickups.
- B. Contractor shall also provide an annual written statement to the Borough of the total number of residential customers being collected, and the total number of non-residential customers being collected. The number of customers and frequency of service for each of the following non-residential customer types shall also be provided by the Contractor to the Borough:

Hand Stop (per # of bags)
96 Gal. Toter
2 Yd. Container
3 Yd. Container

4 Yd. Container
6 Yd. Container
8 Yd. Container

- C. These reports shall be filed with the office of the Borough Manager no later than January 20th of each year.

XLV. GENERAL CONDITIONS

- A. Contractor agrees to comply with all the terms and provisions of the bid specifications. The bid specifications shall be deemed to be incorporated into and be a part of the contract between the Borough and Contractor.
- B. Contractor shall not discriminate against any persons because of race, sex, age, creed, color, handicap, religion or national origin.
- C. Contractor agrees to appear in person, or by representative, at such regular or special meetings of Borough Council, as Council may from time to time designate.
- D. The Borough shall, at any time after reasonable notice is given to the Contractor, have the right to examine the Contractor's books, accounts and other records regarding the collection of solid waste in the Borough. Such examination may be for the purpose of obtaining information and data required for the completion of any reports required by or of the Borough.
- E. All municipal waste collected within the Borough shall be conveyed by the collector or hauler to a transfer station, processing facility, and/or disposal site designated by the Westmoreland County Solid Waste Authority pursuant to the approved Municipal Waste Management Plan for Westmoreland County and designated by Resolution of the Borough.
- F. Any trucks or other vehicles used for the collection and transportation of municipal waste must comply with the requirements of Act 97 and Act 101 any Department regulations adopted pursuant to Act 97 and Act 101, including the Title 25, Chapter 285, Subchapter B Regulations for the Collection and Transportation of Municipal Waste.
- G. Contractor shall maintain a current, valid county license issued by the Westmoreland County Solid Waste Authority, pursuant to the requirements of County Ordinance No. 2.
- H. The Contractor shall materially comply with all requirements of federal, state and local laws, ordinances and regulations applicable to the collection of Acceptable Waste. The Contractor shall also obtain and materially comply with all orders of and permits and conditions required by any federal, state and local agency that has jurisdiction in such matters.

- I. Any notice, request or other communication to any party by another as provided for herein shall be given in writing and shall be deemed received upon the earlier of receipt or three (3) days after mailing if mailed postage prepaid by registered mail to the Contractor or the Municipality, as the case may be at the address that either party may specify in writing:

If to Contractor:

Westmoreland Sanitary Landfill, LLC
901 Tyrol Boulevard
Belle Vernon, PA 15012
Attn: _____

If to Borough:

Borough of Scottdale
10 Mount Pleasant Road
Scottdale, PA 15683
Attn: Borough Manager

XLVI. SEVERABILITY.

The terms and provisions of this Contract are severable. In the event any term or provision contained herein is determined to be void or invalid by a Court of competent jurisdiction, the remaining terms and provisions shall continue in full force and effect.

XLVII. CONSTRUCTION, JURISDICTION AND VENUE.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and any disputes arising hereunder shall be raised in the Court of Common Pleas of Westmoreland County, Pennsylvania.

XLVIII. APPROVAL BY COUNCIL.

This Agreement shall not be effective unless approved by the Council of the Borough of Scottdale at a duly advertised public meeting.

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SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officers of their respective organizations and their corporate seals and hands to be hereunto affixed the day and year first above written.

ATTEST


Angelo Pallone, Secretary

THE BOROUGH OF SCOTTTDALE

BY: 
Donald Stansak,,
President of Council

WITNESS:


Michael Liscinski

**WESTMORELAND SANITARY
LANDFILL, LLC.**

BY: 
(Signature)
Richard Walton
(Print Name)
President / CEO
(Title)