

WASTE SERVICES AGREEMENT

This Waste Services Agreement (the “**Agreement**”) is made and entered into as of June 1, 2026 (the “**Effective Date**”) by and between the Borough of Scottdale, Pennsylvania (hereafter “**Borough**”), and Greenridge Waste Services, LLC dba Republic Services of Scottdale a Pennsylvania limited liability company qualified to do and actually doing business in the State of Pennsylvania (hereafter “**Contractor**”). Borough and Contractor shall be referred to herein individually as “**Party**” and together as “**Parties**.”

RECITALS

WHEREAS, Borough desires that Contractor provide the Services set forth in this Agreement and Contractor desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement begins on June 1, 2026 and expires on May 31, 2031.
2. Scope of Work. Borough grants to Contractor the sole and exclusive franchise, license, and right within the geographic limits of the Borough to provide the waste collection, disposal, and recycling Services more fully described in the exhibits attached and incorporated herein (“**Services**”). Contractor shall furnish all personnel, labor, equipment, trucks, containers, and all other items necessary to perform the Services as set forth in this Agreement. If additional services related to the Services not expressly included in the scope of this Agreement are requested or become necessary, such services will be charged at Contractor’s current rates when the additional services are performed. Services not subject to franchise under this Agreement may be sold to customers in the open market at rates agreed to between said customers and Contractor. In carrying out the work hereunder, Contractor also agrees to comply with the terms of Chapter 20 of the Code of Scottdale Borough, as amended and restated by Ordinance No. 2123 enacted April 13, 2026. 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.
3. Borough Expansion. If the Borough develops new areas within the Borough’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The Borough shall provide Contractor with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Contractor shall provide the Services as set forth in this Agreement in such newly developed area(s). If the

Borough annexes any new areas that it wishes for Contractor to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).

4. Warranty; Compliance with Laws. Contractor warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the Borough, Contractor and Borough agree that Contractor shall not be fined, punished, or otherwise sanctioned under such ordinance. Contractor has and will maintain all required licenses and permits to perform the Services. Contractor reserves the right to decline to perform Services which, in its judgment it cannot perform in a lawful manner or without risk of harm to human health, safety, or the environment.

5. TERMINATION & 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 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) calendar 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 this Agreement. 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.
- C. 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

6. Pricing; Invoicing. Pricing for the Services is set forth in EXHIBIT C. Such rates are subject to adjustments and additional fees and costs as set forth herein. Invoicing terms are set forth in EXHIBIT B.

7. Payment. Contractor shall be responsible for all billing and the collection of payments from individual customers. Invoices for Contractor's services shall be sent to the Record Owners of the property that receives the service. No bills or invoices shall be sent to a tenant for payment. Invoices shall be sent by Contractor to the property owners on a (quarterly/monthly) basis. The property owner/customer shall pay each of Contractor's invoices without offset within twenty (20) days of Contractor's invoice. Payments not made on or before their due date will be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If any payment is withheld and it is later determined that the withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid. If any amounts due remain unpaid for more than sixty (60) days from the date Contractor's invoice, Contractor may suspend the corresponding Services until the outstanding balance is paid in full. If Contractor suspends and reinstates Services under this provision, the customer, shall pay a service interruption fee at Contractor's current rate.

8. Franchise Fee. Contractor will pay Borough a Franchise Fee in the amount of nine thousand (\$9,000) dollars per month during the term of the Agreement. Such fee shall commence on the 20th day of June, 2026 and shall be due and payable on or before the 20th day of each month thereafter. Any payment made after the due date shall be subject to a penalty equal to 10% of the payment due. Contractor shall be deemed in default of this Agreement if the payment of the Franchise fee and any payment of same, shall be more than twenty (20) days delinquent.

9. RATES. Rates shall be charged consistent with the rate Schedule attached hereto as Exhibit "C"

10. 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 2031.). In the event the parties cannot agree then the original terms of this Agreement shall remain unchanged and continue to apply.

11. Insurance. During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as set forth in EXHIBIT D. The Commercial General Liability and Automobile Policies maintained by Contractor shall include the Borough as an Additional Insured via a blanket endorsement for coverage purposes. Contractor shall provide the Borough with not less than thirty (30) days prior written notice of any change in its insurance carriers.

12. Indemnification. Contractor will release, indemnify, hold harmless and defend the Borough from and against any and all third-party claims, losses, damages, suits, judgments, civil penalties, costs, liabilities or expenses, including reasonable attorney fees and costs ("Losses") that the Borough may be responsible for or incur on account of death or bodily injury to any person, damage to any property, injury to destruction of, or loss of natural resources, or violation of any federal or state law, regulation, or municipal ordinance to the extent caused by Contractor's negligence, willful misconduct, or breach of this Agreement.

13. Affiliates and Subcontractors. Contractor may utilize its affiliates and/or qualified subcontractors to perform the Services; however, Contractor shall remain responsible for the performance of all such Services and obligations in accordance with this Agreement.

14. Independent Contractor. Subject to the provisions of this Agreement, Contractor is an independent contractor and shall have the full power and authority to select the means, manner and method of performing its obligations hereunder without control or direction by Borough. Compliance by Contractor with Borough's directions, practices, instruments, or orders as to any matter desired by Customer shall not be deemed to alter Contractor's status as an independent contractor or be deemed or construed to cause Contractor, or any of its workmen or employees to be considered as employees of the Borough,

15. Force Majeure. Neither Contractor nor Borough shall be liable for damages for its failure to perform due to contingencies beyond its control including but not limited to strikes, riots, flooding, terrorism, fires, disease, government orders, or acts of God (a "Force Majeure Event"). During any period when performance of a Party's obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided the Party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The Party claiming inability to perform shall notify the other Party as soon as practical upon the beginning and ending of the Force Majeure Event. No contingency under this section shall excuse the Borough or customers, as applicable, from their obligation to make prompt payment for Services rendered.

16. Assignment. Neither Party shall assign this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement without the Borough's consent to its parent company or any of its subsidiaries, or to any person or entity that purchases Contractor's

operations. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns.

17. 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.

18. LIQUIDATED DAMAGES

- A. Contractor specifically acknowledges that providing prompt and reasonable services to the customers of the Borough of Scottsdale, 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.

19. 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:

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. All disputes arising hereunder shall be brought in the Court of Common Pleas of Westmoreland County, PA.

21. Waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement or of the rights and obligations of the Parties shall be effective unless in writing and signed by the Party waiving compliance.

22. Severability. The terms of this Agreement are severable. In the event a court of competent jurisdiction issues a final order determining that any term or provision herein is void, invalid, illegal or unenforceable, the invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of this Agreement void shall in no way affect the validity or enforceability of any other provision(s) of this Agreement.

23. Notices. Any and all notices required hereunder to be in writing shall be sent postage prepaid, by any reputable nationally recognized express courier service, with a return receipt requested, to the Parties at their addresses shown below:

To Contractor: Greenridge Waste Services LLC dba Republic Services of Scottdale
234 Landfill Rd
Scottdale, PA 15683
Attn: Renee Shipley

To Borough: Borough of Scottdale
10 Mount Pleasant Rd
Scottdale, PA 15683
Attn: Stacey Coffman/Borough Manager

24. Survival. Any terms of this Agreement that could apply to either or both Parties after expiration or termination of this Agreement shall survive.

25. Entire Agreement; Amendment This Agreement, and its attached Exhibits, constitute the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter in this Agreement, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the undersigned Parties.

26. Exhibits. All BID DOCUMENTS submitted by Contractor are incorporated herein by reference hereto and become a part of this Agreement as if same were set forth at length herein. In addition, the following EXHIBITS attached to this Agreement are an integral part of the Agreement and the terms of same are incorporated herein by reference thereto:

- EXHIBIT A Scope of Work
- EXHIBIT B Pricing Terms & Invoicing
- EXHIBIT C Services Pricing
- EXHIBIT D Insurance
- EXHIBIT E Performance Bond

27. This Agreement is subject to approval by the Council of Scottdale Borough by Resolution approved and adopted at a duly advertised public meeting.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Borough of Scottdale, Pennsylvania

By: 
Name: ANDY PINSKEY
Title: COUNCIL PRESIDENT
Date: MAY 11, 2026

Greenridge Waste Services, LLC dba
Republic Services of Scottdale

By: 
Name: William Jenkins
Title: General Manager
Date: May 11, 2026

EXHIBIT A SCOPE OF WORK

The Services described in this Scope of Work are included under this Agreement. All other services shall be deemed outside the scope of this Agreement and/or subject to additional charges.

A. Waste Hauling and Disposal:

1. Contractor's Duty. Contractor shall make a commercially reasonable effort to educate Customers regarding acceptable and unacceptable Waste management practices including, but not limited to, sharing: (a) how to set up Services with Contractor; (b) applicable rates; (c) descriptions of the types of Waste covered (and not covered) by this Agreement and encouraging that only Conforming Waste be placed in each Waste container; (d) Customers' assigned collection day and Contractor's hours of operation; (e) proper container placement practices on collection day; (f) how to contact Contractor's Customer Service; and (g) the proper procedures for Bulk Waste and/or Household Hazardous Waste collection, if included. Contractor's collection practices shall follow the procedures set forth in the Borough's Solid Waste Management Ordinance. The Borough will assist in this effort by posting the information provided by Contractor at the Borough Office, on the Borough's Website and on its Facebook Page.
2. Waste Services. 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 basis during the period of the contract as set forth hereafter. Contractor will collect, transport, and dispose or process all Conforming Waste properly placed in its designated collection container. Contractor will provide each household with one (1), sixty-five (65) gallon cart for Conforming Waste. Customers can purchase an additional cart outright for seventy-five dollars (\$75) per additional cart. Customers must use the issued cart first. Existing carts in addition to the issued cart may be used; this should be used only as necessary, as these additional carts will not be replaced by Contractor in the event they are damaged. Contractor shall not be obligated to collect Waste that is not properly contained. If Contractor spills any properly contained Waste during its collection, Contractor will clean up such Waste. All disposal and processing facilities selected by Contractor will be permitted to accept and dispose or process the Conforming Waste.
3. Collection Hours. Contractor's collection hours are generally 6:00 a.m. to 6:00 p.m., Monday through Friday (except Holidays), with residential routes starting no earlier than 6:00 a.m.. Exceptions to collection hours may be made by Contractor if and when Contractor determines in its reasonable judgment that circumstances warrant a temporary extension to complete collection routes (*i.e., recovering from a Holiday or weather-related delays*).

4. Holidays. Contractor may suspend collection Service on Holidays and resume collection routes the next operating day. Contractor shall provide a schedule of Holidays to customers, in advance of the holiday, to provide notice of when trash is to rescheduled for collection. As it may take Contractor a couple of days to catch up following a Holiday, all routes may be adjusted or pushed back one day during the week of a Holiday.
5. Collection Routes. 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. Collection routes shall be established by Contractor. Contractor will submit proposed and/or modified routes to the Borough at least thirty (30) days before the commencement date of each new and/or modified route. If Borough does not request any changes to the proposed or modified routes within a week of receipt, Contractor will commence the route as scheduled. Borough shall promptly give written or published notice to the affected Customers of all route information applicable to them.
6. Waste Collection Equipment. Any equipment that Contractor furnishes or uses to perform the Services under this Agreement (including, without limitation, waste containers and collection vehicles) shall remain Contractor's property. All vehicles and equipment used by Contractor in performance of its services under this agreement shall be maintained in good working order. Contractor shall use the equipment only for its proper and intended purpose (for the collection of Conforming Waste) and shall not overload (by weight or volume), move or alter the equipment, or allow any third-party compaction. Any Customer in possession of Contractor collection equipment shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Contractor's handling. It shall be the Customers' responsibility to ensure access to their Waste collection equipment on their scheduled day of service. Contractor shall not be responsible for any damages to any property or equipment located adjacent to the collection containers, nor to any pavement, curbing, or other driving surfaces resulting from Contractor's providing the Services under this Agreement except to the extent caused by Contractor's negligence. Although it is anticipated that collection will take place mechanically, Contractor shall have a live employee available and on the truck during collections to adjust carts, and provide other assistance to facilitate collection and avoid damage.
7. Location of Residential Waste for Collection. All Waste shall be properly containerized or bundled, as applicable, and placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Borough roadways. Waste containers or bundles, as applicable, shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Waste containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Waste that is not properly containerized or placed appropriately for efficient and safe collection. If Bulk Waste, Yard Waste, and/or White Goods are included in the scope of this Agreement, these items shall be placed at curbside for collection on the scheduled collection day. Where curbside collections are

not possible or impractical, alleyway collections may be used. The property owner and Contractor shall coordinate any rear yard or alleyway service.

8. Location of Commercial Waste for Collection. Commercial Customers shall cooperate with Contractor's recommendations regarding Waste container sizes, the safe placement of containers, and haul schedules necessary to properly address their available space for containers and the type and volume of Waste generated each week. Properly contained Waste keeps the Borough cleaner and deters the attraction of pests. Containers shall be placed in a location on Customers' sites that does not interfere with or endanger the movement of vehicles or pedestrians, and which allows for safe access by Contractor's collection vehicles. Contractor may decline to collect any Waste that is not properly containerized or placed appropriately for efficient and safe collection.
9. Ownership of Waste. Title to Waste shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Non-Conforming Waste shall remain with the generator and at no time pass to Contractor.
10. Non-Conforming Waste. If Non-Conforming Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the container that contains the Non-Conforming Waste. In such situations, Contractor shall notify the customer and promptly undertake appropriate action to ensure that Non-Conforming Waste is removed and properly disposed of by the depositor or generator of such Non-Conforming Waste. In the event Non-Conforming Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion: (a) leave the Non-Conforming Waste in place or continue to process it if not in violation of its permits, does not create a nuisance or cause a threat to the public health, safety and welfare, and charge the Customer, as applicable, a contamination fee and/or additional processing costs; or (b) remove, transport, and dispose of such Non-Conforming Waste at a facility authorized to accept such Non-Conforming Waste in accordance with Applicable Law and, in Contractor's sole discretion, charge the Customer, for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Non-Conforming Waste. The Borough shall provide all reasonable assistance to Contractor in investigating the identity of the depositor or generator of the Non-Conforming Waste to facilitate the recovery of the costs incurred by Contractor in managing such Non-Conforming Waste.
11. Storm Debris. The service levels and pricing set forth in EXHIBIT C contemplate a volume of waste and recyclable material generated in the course of normal day-to-day residential and business activities. If included in the scope, Bulk Waste Services are available for those occasional instances when waste volumes are higher or bulky items need to be disposed of. If included in scope, pricing and the parameters for Bulk Waste Services are also set forth in EXHIBIT C.
12. Additional volumes of Waste created from a storm, natural disaster, or other uncontrollable event that damages or destroys real and personal property ("Storm

Debris”) are not included in the service levels and pricing set forth in this Agreement. If Storm Debris is generated, Contractor will provide the Customer a quote to haul and dispose of Storm Debris if requested.

13. Customer Service. Customers have access to and will be encouraged to set up online accounts with Contractors, where information is available about the Services and Customers can access many account self-service features. Customer Service is available by telephone from 7:30 a.m. to 5:00 p.m. local time Monday through Friday. Customer service inquiries can also be submitted online via Contractor’s website 24 hours a day. 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 Scottsdale Borough Building. 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.

Contractor shall require all of their employees, in collecting garbage and refuse, to follow the established pedestrian walkways 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. 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. 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.

14. Complaints; Missed Collections. All service-related complaints must be made directly to the Contractor at the Customer Service number provided herein (i.e. 724-887-9400) or through Contractor’s online Customer self-service portal. Contractor will give prompt and courteous attention to each contact received. If a Customer reports a missed collection, Contractor may investigate to determine whether the collection was in fact missed and, if confirmed, whether it was missed due to inaccessibility or due to Contractor’s fault. If Contractor confirms that the equipment and/or Waste was set out too late, blocked or otherwise not accessible, such Waste will not be collected until the next regularly scheduled pick-up, unless the Customer requests an extra pick-up, in which case an extra service charge will apply. If Contractor confirms that the collection was missed due to no fault of the Customer, Contractor shall arrange for the collection of the missed container within one (1) business day after the complaint is received for no additional charge unless another time frame is communicated to the Customer.
15. Bulk Waste Services. Contractor will create a Bulk Waste routing and scheduling program that delivers adequate bulk waste Services for the Customers while also achieving the most operational efficiency for Contractor. Contractor agrees to provide bulk waste collection services to each Borough customer at least one (1) week per month.

Bulk Waste Services are included in the scope of this Agreement and shall be included with the standard monthly charges for solid waste removal.

16. Yard Waste Services. For Yard Waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than forty-eight inches (48") in length and less than three (3) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box. Yard Waste Services are included in the scope of this Agreement and shall be included with the standard monthly charges for solid waste removal.

17. Out of Scope Services. For any types of waste material not included in the scope of this Agreement, Borough agrees that Contractor may provide collection and disposal or recycling services for such waste material to Customers pursuant to terms and conditions that are mutually agreed between Contractor and such Customers. This Agreement does not require Customers to use Contractor for such services, but they may do so at their discretion. Contractor may use any information received from the Borough to market all of its available services to Customers, whether included in the scope of this Agreement or not.

B. Dumping.

1. 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.
2. 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.
3. Any dump site 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.

C. Definitions. For purposes of this Agreement, unless otherwise defined in Chapter 20 of the Code of Scottsdale Borough relating to "Solid Waste", the following terms shall have those meanings set forth hereafter. If defined in Chapter 20, those meanings set forth in Chapter 20 shall be controlling.

1. **“Bulk 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.
2. **“Business Day”** shall mean every weekday, except Holidays.
3. **“Conforming Waste”** consists of any Waste that fully conforms to the description of such Waste provided by the Customer, including an approved Waste Profile, manifest or other waste documentation.
4. **“Customer”** means the record owner of any type of premise within the Borough that will receive Services under this Agreement.
5. **“Holidays”** shall mean: New Year’s Day, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
6. **“Household Hazardous Waste”** means any household product that contains corrosive, toxic, ignitable, or reactive ingredients and is no longer wanted or usable
7. **“Non-Conforming Waste”** means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, or material placed in a container intended for a different Waste (such as Solid Waste in a container designated for Recyclable Material).
8. **“Recyclable Material”** is any material or substance that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; and ferrous and non-ferrous metals.
9. **“Solid Waste”** is any useless, unwanted, or discarded nonhazardous material (trash or garbage) with insufficient liquid content to be free flowing that results from residential, commercial, governmental, and/or community operations. Solid Waste specifically excludes all other waste streams with definitions herein.
10. **“Waste”** includes all waste streams included within the scope of this Agreement for collection and disposal or processing, including Recyclable Material. Waste shall not include any Non-Conforming Waste. For purposes of this Agreement, “Waste” shall include both Garbage, Rubbish and Municipal Waste as defined in Chapter 20 of the Code of Scottsdale Borough.

11. **“White Goods”** means stoves, refrigerators, ranges, water heaters, freezers, unit air conditioners (all CFC and other refrigerants must be removed prior to collection), water tanks, washing machines, clothes dryers, and other similar appliances. For purposes of this Agreement, the term “White Waste” shall include “Bulky Waste” as defined in Chapter 20 of the Code of Scottsdale Borough.

12. **“Yard Waste”** means organic waste materials generated from the maintenance or removal of residential vegetative landscaping including, but not limited to, grass clippings, pine needles, leaves, flowers, stalks, stems, small tree trimmings, and small branches.

D. Collections for Borough Properties. 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. Scottsdale 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

E. Miscellaneous.

1. Waste from the Borough Recycling Building 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.
2. 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. Scottsdale Volunteer Fire Department Street Fair, Scottsdale Fall Festival, Scottsdale Community Picnic at Loucks Park and other special events) as requested. Said special collections shall be without cost to the Borough.

3. Contractor shall make adequate provisions to provide special collections when garbage, refuse and other waste has 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.
4. 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.
5. 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.
6. 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.

EXHIBIT B
PRICING TERMS & INVOICING

A. PRICING TERMS

1. Overage Fees for Commercial Customers. Commercial customers will incur an overage fee for each container containing waste that exceeds the container's intended capacity. Intended capacity is the amount of waste that will fit within the container while still allowing the lid to shut completely. Overage may be measured visually by the driver or electronically by cameras and/or other technology. Photos of overage may be provided by Contractor's Customer Service upon request but may not be available in all locations. In the event Overages occur, Customer may purchase an additional container from Contractor and use same for their overage. Any additional container shall then be collected for the same charge as the collection of a single container.

B. INVOICING

1. Invoicing Commercial Customers Directly. Contractor shall invoice each individual Commercial Customer for Services rendered to such Customer under this Agreement on the 20th of each month, and the Customer shall pay Contractor's invoices.
2. Invoicing Residential Customers. Residential customers shall be invoiced quarterly. Contractor shall invoice only the Owners of the properties to which services are provided. Contractor shall not invoice tenants in residentially occupied properties. 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.
3. Customers will have the following payment options available:
 - a. Mail a check or money order to the remittance address on the invoice;
 - b. Pay with check or credit card over the phone through customer service;
 - c. Set up one-time or recurring online payment through republicservices.com using a card or checking account; and/or
 - d. Download the Contractor's app through the app store or Google Play and pay with credit card

4. With regard to senior citizen residential accounts, Contractor shall provide a ten percent (10%) 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 ten percent (10%) discount.
 5. Payments not received by the due date shall be subject to a 1.5% late fee. Invoices not paid in 60 days will cause service to be interrupted, after reasonable attempts to contact the customer.
- C. **TERMINATION OF SERVICE.** 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 60 days past due; (b) the Contractor has provided the Owner of the Property 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 60-day period; (c) such notices provide the Owner with an opportunity to avoid suspension/termination by making payment of amounts due; and (d) the Contractor has provided the Borough 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 owner of the property for violation of any ordinance associated with or arising from the termination of service.

In addition to the suspension or termination of service, Contractor may file an Action at Law to collect any unpaid service charge within or after the 60-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, 2026 to May 31, 2031). Any delinquency or failure of payment which occurred prior to June 1, 2026 shall not be the basis for the suspension of service,

D. DISPUTES/APPEALS

1. 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.
2. 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.

EXHIBIT C
SERVICES PRICING

Residential Monthly Rates:

2026-2027	\$ 30.00
2027-2028	\$ 32.40
2028-2029	\$ 34.99
2029-2030	\$ 37.79
2030-2031	\$ 40.81

The monthly residential rate includes (1) 65-gallon cart for trash collection. Additional trash carts available for \$75 each, a one-time separately paid purchase. Carts stay with the property at the end of the contract.

Monthly Commercial Rates: See next page.

Overage fee: \$60 per occurrence per container for waste overflowing

Extra pickup fee: \$120 per occurrence should a non-scheduled service be requested

Lock bar fee: \$120 per device. Includes installation and lock with key. This is a one-time fee. Lock bars will be replaced at no charge if damaged.

Commercial		2026-2027						
	Once a Month	EOW	1x	2x	3x	4x	5x	
2yd	\$ 45.00	\$ 55.00	\$ 110.00	\$ 200.00	\$ 270.00	\$ 350.00	\$ 420.00	
4yd	\$ 65.00	\$ 75.00	\$ 150.00	\$ 270.00	\$ 365.00	\$ 440.00	\$ 505.00	
6yd	\$ 75.00	\$ 87.50	\$ 175.00	\$ 315.00	\$ 440.00	\$ 530.00	\$ 605.00	
8yd	\$ 90.00	\$ 100.00	\$ 200.00	\$ 335.00	\$ 520.00	\$ 625.00	\$ 720.00	
Cart		\$ 27.50	\$ 55.00	\$ 100.00	\$ 135.00	\$ 175.00	\$ 210.00	
1-3 bags		\$ 27.50	\$ 55.00	\$ 100.00	\$ 135.00	\$ 175.00	\$ 210.00	
4-6 bags		\$ 27.50	\$ 55.00	\$ 100.00	\$ 135.00	\$ 175.00	\$ 210.00	
7-9 bags		\$ 27.50	\$ 55.00	\$ 100.00	\$ 135.00	\$ 175.00	\$ 210.00	
10-12 bags		\$ 55.00	\$ 110.00	\$ 200.00	\$ 270.00	\$ 350.00	\$ 420.00	
13-15 bags		\$ 55.00	\$ 110.00	\$ 200.00	\$ 270.00	\$ 350.00	\$ 420.00	
16-20 bags		\$ 55.00	\$ 110.00	\$ 200.00	\$ 270.00	\$ 350.00	\$ 420.00	
Commercial		2027-2028						
	Once a Month	EOW	1x	2x	3x	4x	5x	
2yd	\$ 48.60	\$ 59.40	\$ 118.80	\$ 216.00	\$ 291.60	\$ 378.00	\$ 453.60	
4yd	\$ 70.20	\$ 81.00	\$ 162.00	\$ 291.60	\$ 394.20	\$ 475.20	\$ 545.40	
6yd	\$ 81.00	\$ 94.50	\$ 189.00	\$ 340.20	\$ 475.20	\$ 572.40	\$ 653.40	
8yd	\$ 97.20	\$ 108.00	\$ 216.00	\$ 361.80	\$ 561.60	\$ 675.00	\$ 777.60	
Cart		\$ 29.70	\$ 59.40	\$ 108.00	\$ 145.80	\$ 189.00	\$ 226.80	
1-3 bags		\$ 29.70	\$ 59.40	\$ 108.00	\$ 145.80	\$ 189.00	\$ 226.80	
4-6 bags		\$ 29.70	\$ 59.40	\$ 108.00	\$ 145.80	\$ 189.00	\$ 226.80	
7-9 bags		\$ 29.70	\$ 59.40	\$ 108.00	\$ 145.80	\$ 189.00	\$ 226.80	
10-12 bags		\$ 59.40	\$ 118.80	\$ 216.00	\$ 291.60	\$ 378.00	\$ 453.60	
13-15 bags		\$ 59.40	\$ 118.80	\$ 216.00	\$ 291.60	\$ 378.00	\$ 453.60	
16-20 bags		\$ 59.40	\$ 118.80	\$ 216.00	\$ 291.60	\$ 378.00	\$ 453.60	
Commercial		2028-2029						
	Once a Month	EOW	1x	2x	3x	4x	5x	
2yd	\$ 52.49	\$ 64.15	\$ 128.30	\$ 233.28	\$ 314.93	\$ 408.24	\$ 489.89	
4yd	\$ 75.82	\$ 87.48	\$ 174.96	\$ 314.93	\$ 425.74	\$ 513.22	\$ 589.03	
6yd	\$ 87.48	\$ 102.06	\$ 204.12	\$ 367.42	\$ 513.22	\$ 618.19	\$ 705.67	
8yd	\$ 104.98	\$ 116.64	\$ 233.28	\$ 390.74	\$ 606.53	\$ 729.00	\$ 839.81	
Cart		\$ 32.08	\$ 64.15	\$ 116.64	\$ 157.46	\$ 204.12	\$ 244.94	
1-3 bags		\$ 32.08	\$ 64.15	\$ 116.64	\$ 157.46	\$ 204.12	\$ 244.94	
4-6 bags		\$ 32.08	\$ 64.15	\$ 116.64	\$ 157.46	\$ 204.12	\$ 244.94	
7-9 bags		\$ 32.08	\$ 64.15	\$ 116.64	\$ 157.46	\$ 204.12	\$ 244.94	
10-12 bags		\$ 64.15	\$ 128.30	\$ 233.28	\$ 314.93	\$ 408.24	\$ 489.89	
13-15 bags		\$ 64.15	\$ 128.30	\$ 233.28	\$ 314.93	\$ 408.24	\$ 489.89	
16-20 bags		\$ 64.15	\$ 128.30	\$ 233.28	\$ 314.93	\$ 408.24	\$ 489.89	
Commercial		2029-2030						
	Once a Month	EOW	1x	2x	3x	4x	5x	
2yd	\$ 56.69	\$ 69.28	\$ 138.56	\$ 251.94	\$ 340.12	\$ 440.90	\$ 529.08	
4yd	\$ 81.89	\$ 94.48	\$ 188.96	\$ 340.12	\$ 459.80	\$ 554.28	\$ 636.15	
6yd	\$ 94.48	\$ 110.22	\$ 220.45	\$ 396.81	\$ 554.28	\$ 667.65	\$ 762.12	
8yd	\$ 113.38	\$ 125.97	\$ 251.94	\$ 422.00	\$ 655.05	\$ 787.32	\$ 906.99	
Cart		\$ 34.65	\$ 69.28	\$ 125.97	\$ 170.06	\$ 220.45	\$ 264.54	
1-3 bags		\$ 34.65	\$ 69.28	\$ 125.97	\$ 170.06	\$ 220.45	\$ 264.54	
4-6 bags		\$ 34.65	\$ 69.28	\$ 125.97	\$ 170.06	\$ 220.45	\$ 264.54	
7-9 bags		\$ 34.65	\$ 69.28	\$ 125.97	\$ 170.06	\$ 220.45	\$ 264.54	
10-12 bags		\$ 69.28	\$ 138.56	\$ 251.94	\$ 340.12	\$ 440.90	\$ 529.08	
13-15 bags		\$ 69.28	\$ 138.56	\$ 251.94	\$ 340.12	\$ 440.90	\$ 529.08	
16-20 bags		\$ 69.28	\$ 138.56	\$ 251.94	\$ 340.12	\$ 440.90	\$ 529.08	
Commercial		2030-2031						
	Once a Month	EOW	1x	2x	3x	4x	5x	
2yd	\$ 61.23	\$ 74.82	\$ 149.64	\$ 272.10	\$ 367.33	\$ 476.17	\$ 571.41	
4yd	\$ 88.44	\$ 102.04	\$ 204.08	\$ 367.33	\$ 496.58	\$ 598.62	\$ 687.04	
6yd	\$ 102.04	\$ 119.04	\$ 238.09	\$ 428.55	\$ 598.62	\$ 721.06	\$ 823.09	
8yd	\$ 122.45	\$ 136.05	\$ 272.10	\$ 455.76	\$ 707.45	\$ 850.31	\$ 979.55	
Cart		\$ 37.42	\$ 74.82	\$ 136.05	\$ 183.66	\$ 238.09	\$ 285.70	
1-3 bags		\$ 37.42	\$ 74.82	\$ 136.05	\$ 183.66	\$ 238.09	\$ 285.70	
4-6 bags		\$ 37.42	\$ 74.82	\$ 136.05	\$ 183.66	\$ 238.09	\$ 285.70	
7-9 bags		\$ 37.42	\$ 74.82	\$ 136.05	\$ 183.66	\$ 238.09	\$ 285.70	
10-12 bags		\$ 74.82	\$ 149.64	\$ 272.10	\$ 367.33	\$ 476.17	\$ 571.41	
13-15 bags		\$ 74.82	\$ 149.64	\$ 272.10	\$ 367.33	\$ 476.17	\$ 571.41	
16-20 bags		\$ 74.82	\$ 149.64	\$ 272.10	\$ 367.33	\$ 476.17	\$ 571.41	

EXHIBIT D INSURANCE

During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' 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

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 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 Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Borough. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Contractor shall furnish Borough with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the Borough, show the Borough as an additional insured under the Automobile and General Liability policies via a blanket-form endorsement, and contain waivers of subrogation in favor of the Borough (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Borough.

EXHIBIT E
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:

6/1/26 – 5/31/27	\$783,702
6/1/27 – 5/31/28	\$846,399
6/1/28 – 5/31/29	\$914,102
6/1/29 – 5/31/30	\$987,243
6/1/30 – 5/31/31	\$1,066,077

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.

