

## **SOLID WASTE AGREEMENT**

THIS AGREEMENT made this 18<sup>th</sup> day of, April 2023 by and between the TOWNSHIP OF LOWER PAXTON, Dauphin County, Pennsylvania, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at 425 Prince Street, Harrisburg, Pennsylvania, herein referred to as “The Municipality.”

### **AND**

PENN WASTE INC. a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at PO Box 3066, York, Pennsylvania hereinafter referred to as “Contractor.”

**WHEREAS**, The Municipality desires to provide means for the regular and sanitary collection and disposal of municipal solid waste materials produced within its boundaries by residential establishments, as defined in the bid specifications; and

**WHEREAS**, Contractor has submitted a bid to provide said services in accordance with an Invitation to Bid published in the Harrisburg Patriot News, and based further upon the General Stipulations and Information for Bidders, Specifications, Bid Form; and

**WHEREAS**, Contractor has been declared by The Municipality to be the successful bidder.

**NOW, THEREFORE**, in consideration of the mutual promises by and between the parties, all parties intending to be legally bound thereby, it is agreed as follows:

1. The Municipality agrees to grant to Contractor the exclusive right and obligation to collect and dispose of municipal solid waste materials from residential establishments within its boundaries, subject to the conditions and terms hereinafter set forth for a period of five (5) years, commencing on July 2, 2023 and ending July 1, 2027.
2. Contractor agrees that it will offer Regular Collection Service, 5 Year (Option Bid #4); Weekly Bulk Item Collection Service, 5 Year (Option Bid #1B); and Leaf Waste Collection Service, Manual, 5 Year (Option Bid #2B) in accordance with the attached documents, and at the prices per unit per month:

**Regular Collection Service** – Option Bid #4; MSW collection and disposal, including the delivery of one ninety-six (96) gallon wheeled container to each dwelling unit. Township shall be responsible for billing/customer service.

Year 1: \$22.45; Year 2: \$23.79; Year 3: \$25.22; Year 4: \$26.74; Year 5: \$28.34

By mutual agreement of both parties, this service may be extended for an additional three (3) years on an individual year or multi-year basis, at the following rates:

Year 6: \$30.32; Year 7: \$32.45; Year 8: \$34.72

**Weekly Bulk Item Collection Service** – Option Bid #1B; Manual collection, on a weekly basis, on the same day as the collection of solid waste, one (1) bulk item from each residential establishment that participates in the Regular Collection Service. Collection shall be pre-scheduled by resident.

Year 1: \$1.10; Year 2: \$1.17; Year 3: \$1.24; Year 4: \$1.31; Year 5: \$1.39

By mutual agreement of both parties, this service may be extended for an additional three (3) years on an individual year or multi-year basis, at the following rates:

Year 6: \$1.49; Year 7: \$1.59; Year 8: \$1.70

**Leaf Waste Collection Service** – Option Bid #2B; the Successful Bidder shall collect leaf waste on a bi-weekly basis (19 weekly collections, every other week) from all Regular Collection Service MSW customers utilizing manual collection systems.

Year 1: \$1.10; Year 2: \$1.17; Year 3: \$1.24; Year 4: \$1.31; Year 5: \$1.39

By mutual agreement of both parties, this service may be extended for an additional three (3) years on an individual year or multi-year basis, at the following rates:

Year 6: \$1.49; Year 7: \$1.59; Year 8: \$1.70

3. The Municipality understands that the above referenced prices may be increased, as referenced within the Bid Specifications and the Contractor's bid submission due to increased tipping fees, government mandated fees, and the vehicle fuel adjustor.
4. The Contractor understands that, as per the Bid Specifications and the occurrence of receiving the exclusive rights of this Solid Waste Agreement in conjunction with the Recycling Agreement, the overall annual cost of both lines of service shall be reduced by the Dual Contract Discount (Additional Item #2) as bid at 10%. The invoice as billed for all services as set forth herein (and within the separate Recycling Agreement) to the Municipality monthly in arrears by the Contractor shall be reduced by 10%.

5. The Contractor shall dispose of all MSW collected within the Municipality at a disposal site designated by the Dauphin County Department of Solid Waste Management and Recycling. The Contractor shall pay a tipping fee for the disposal of MSW to the designated facility. The Contractor shall deliver all leaf waste collected within the Municipality to its compost facility on Conway Road. The Contractor shall pay no tipping fee for the delivery of leaf waste to the Municipality's facility.
6. The Bidding Documents, including the Invitation to Bidders, General Stipulations and Information for Bidders, Specifications and Bid Form, as well as all documents which were submitted as a part of Contractor's bid submission are marked as Exhibit "A", attached hereto, incorporated herein by reference and made a part hereof. The Contractor agrees to provide the aforementioned documents.
7. Contractors agree to abide and conform to the provisions of the Second Class Township Code, Article VII-Contractors, Act of 1933, May 1, P.L. 103, Article VII, Section 801 et seq., as amended , 53 P.S. 65802 (d) relating to the furnishing of a bond guarantee performance of the Contract. The performance bond shall be in the amount of fifteen percent (15%) of the Total Bid Amount of \$954,953.55 dollars as set forth bid of the Contractor.
8. Contractor agrees to provide The Municipality with Certificates of Insurance evidencing coverages as required by the documents attached hereto. The Municipality shall be listed as a certificate holder and additional insured on all insurance policies required by the documents attached hereto.

**THIS AGREEMENT** constitutes the entire agreement between the parties hereto, and its provisions shall not be modified except in writing agreeable to both parties. The parties to this Agreement intend to be legally bound hereby.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year above written.

ATTEST:

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Chris Judd, Secretary

BY: \_\_\_\_\_

Lowman S. Henry, Chairman

TOWNSHIP OF LOWER PAXTON

ATTEST:

\_\_\_\_\_

Joel Washok

Market Development Representative

BY: \_\_\_\_\_

Mark Pergolese

Division Vice President