

SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS
FOR
RESIDENTIAL MUNICIPAL WASTE COLLECTION
CONTRACT

DATED: August 27, 2024

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SECTION 1

GENERAL PROVISIONS

1.01 DESCRIPTION OF WORK

The work and service to be performed under the Contract shall consist of providing all of the equipment and labor for the collection, transportation and disposal of residential Municipal Waste and the collection, transportation and processing for recycling of items designated as Recyclable Materials from residential units. All work and service shall be performed pursuant to contractual relationships between the Contractor and the owners of serviced properties in Newberry Township ("Township").

Non-residential waste (including, without limitation, hotels, motels, and other Commercial and Institutional Establishments) is not included in this Contract except to the extent that the Township may allow small Commercial Establishments and Institutional Establishments, due to their volume and type of Municipal Waste, to be treated as dwelling units for the collection and disposal of waste and the collection and processing of Recyclable Materials if the commercial or institutional establishment so elects.

Township Service: The Contractor shall provide at no cost to the Township the following : weekly collection of waste and recycling from the Township Administration Office, 1915 Old Trail Road, Etters. A 4 yard dumpster, provided by the Contractor at: the Newberry Township Sewer Department Building, 400 Cly Road, York Haven; Shelley Park, 420 Cassel Road, Manchester; Terry Dolan Memorial Park, 900 Cly Road, York Haven, and the Emergency Services Complex at 1895 Old Trail Road, Etters. The Contractor shall also provide two (2) 30 yard dumpsters at 1915 Old Trail Road Etters, for Township use. The Contractor shall empty the dumpsters weekly except for the two 30 yard dumpsters will be emptied upon request when full.

Owners, condominium associations, or other appropriate associations of apartment buildings or complexes or condominium buildings or complexes of six (6) or more units, or mobile home parks may opt out of the services provided under this Contract by giving written notice to the Contractor.

1.02 PERMITS AND CONTRACTS

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

1.03 OFFICE, TELEPHONE AND WORK SUPERVISION

The Contractor shall maintain a staffed office within York County or a county adjacent to York County in which both toll-free telephone service and internet-based/electronic service are available for the transmission of detailed information relative to complaints and normal operating procedures. The office shall be staffed at least eight (8) hours per day, Monday through Friday. During non-office hours of the Contractor, the Contractor shall provide an electronic answering service for this telephone number for customers to leave their name, number and any questions to be responded to by the Contractor the next working day. The Contractor shall keep a competent representative or superintendent within York County or a county adjacent to York County

overseeing the work details who shall have full authority to receive and execute orders. By way of clarification, all complaint or customer service calls or electronic mail shall be received and answered by a person physically located within York County or a county adjacent to York County.

1.04 LAWS AND REGULATIONS

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

1.05 TOWNSHIP NOT LIABLE; INDEMNIFICATION

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

1.06 EXAMINATION AND INSPECTION OF WORK

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

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

1.07 BID BOND AND PERFORMANCE BOND

Each bid shall be accompanied by a Bid Bond, with the Township, in the amount of \$100,000.00 to secure performance by the successful bidder of the following obligations prior to the start-date of the Contract:

- Furnish a Performance Bond (as described in this section below)
- Furnish to the Township certificates of insurance (as described Section 1.08)
- Execute in a timely manner the Contract Award Document (Document No. 8 of the Contract Documents)

In order to secure the successful bidder's performance after the award of the Contract, within thirty (30) days after the award of the Contract, the Contractor shall give security for the performance of its obligation by filing a Performance Bond with the Township, executed by the Contractor and by a surety or sureties authorized to do business in the Commonwealth of Pennsylvania approved by the Township, in the amount of one hundred percent (100%) of the

amount of estimated amount of the gross revenues of the Contractor for the first year under the Contract. Said bond shall be for the first year of the Contract.

For each subsequent year of the Contract, the Contractor shall file with the Township a bond in the amount of one hundred percent (100%) of the estimated amount of the gross revenues of the Contractor for that year of the Contract. Such bond shall be provided to the Township by no later than the first Thursday in October for the next contract year.

The gross revenues shall be based upon an estimated 5231 residential and 125 commercial potential regular service customers served under the Contract, multiplied by the annualized amount of the basic service bid. Notwithstanding the foregoing, all bidders are advised and cautioned that the Township makes no warranty as to the number of customers located within the Township or known to its collecting agent. As the bid under this proposal is for a quarterly rate per residential unit, nothing herein is to be construed as a warranty as to the number of residential units or the gross amount which may be received at any time by the successful bidder.

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

1.08 INSURANCE

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

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

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

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

Neither approval of the Township, nor a failure to supply insurance certificates by the Contractor, shall release the Contractor of full responsibility for all liability as set forth in the indemnification clauses herein.

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

- a. Workers' Compensation Insurance as required by the Pennsylvania Workers' Compensation Act covering all employees as defined in that Act, and/or any other applicable Workers' Compensation law and any reenactment, supplements, or amendments thereto.
- b. Commercial General Liability Insurance for bodily injury, including wrongful death, to any one person and subject to the same limit for each person, and for property damage of not less than Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence. The minimum limit requirements may be satisfied by an umbrella policy over underlying coverage with at least a One Million Dollar (\$1,000,000.00) combined single limit for each occurrence, or any combination of policies that provide, in the opinion of the Township, minimum limits of coverage.
- c. Commercial Automobile Liability Insurance to cover each truck, automobile, vehicle, or other mechanical equipment, whether owned or leased by the Contractor, used in performance of work under the Contract for bodily injury, including wrongful death, to any one person and subject to the same limit for each person, and for property damage of not less than Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence. The minimum limit requirement may be satisfied by an umbrella policy over underlying coverage with at least a One Million Dollar (\$1,000,000.00) combined single limit for each occurrence, or any combination for policies that provides, in the opinion of the Township, the minimum limits of coverage.
- d. Except for the workers' compensation insurance required in subsection a. of this section, the Township shall be listed as an additional insured on all insurance policies required by these Specifications.

1.09 STATEMENT OF FINANCIAL CONDITION

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

1.10 ASSIGNING OR SUBLETTING; SUBCONTRACTORS

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

The Contractor shall, at all times, advise the Township of any subcontractors which it has working for it on this Contract, and shall immediately advise the Township of any change in subcontractors. The Township reserves the right to reject such subcontractors for cause in its sole discretion. However, in the event the Township does reject a subcontractor, the Township shall advise the Contractor in writing of the reason for the rejection.

1.11 EMPLOYMENT OF WORKERS

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

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

1.12 ABANDONMENT OR DEFAULT BY CONTRACTOR

If the Contractor fails to begin work under the Contract within the prescribed time, or if the work to be done under the Contract is abandoned by the Contractor, or if the performance of the Contract is unnecessarily, unreasonably, or negligently delayed by the Contractor, or, if the Contractor is violating any of the conditions or covenants of the Contract or the Specifications; or is not executing the same in good faith, or in accordance with the terms thereof or evade the order of the Township; or, if the work cannot be completed within the time named in the Contract, including labor strike or work stoppage, or within the extended time as herein elsewhere provided, or if the Contractor shall become insolvent or file for bankruptcy, including Chapter 11, or commit any act of bankruptcy or insolvency, the Township may give notice in writing to the Contractor and his Surety of such delay, neglect or default, specifying the same; and, if the Contractor shall not proceed to cure such defect within a period of five (5) days after such notice, then the Township shall have full power and authority to:

- a. Declare the Contractor to be in default, and the Township may thereupon notify the Contractor, by written notice, to discontinue all work or any part thereof under the Contract and thereupon the Contractor shall discontinue the work or such part thereof, and the Township shall thereupon have the right in its sole discretion, to do one or more of the following:
 1. require the Contractor, for his account and at his risk or otherwise as the Township may determine, to award an emergency contract to another collector, to contract for the completion of the work or such part thereof;
 2. to place such and so many persons as it may deem advisable, by contract or otherwise, to work and complete the work herein described or such part thereof, and to procure materials, plant, tools, appliances, equipment, supplies and property to perform the work or such part thereof or from time to time during the course of the completion of the work or such part thereof, as the Township may require;

3. require the Contractor forthwith to pay to the Township with interest, for benefit of the owners of properties receiving service, the excess, if any, of the cost of the completion of the work or such part thereof, over the amount payable to the Contractor by his customers for the same work and materials under the term of the Contract.
- b. The completion of the work or such part thereof by the Township or another contractor shall not release or discharge the Contractor from liability with respect to the remainder of the work or any other obligations or liability hereunder, and, when any particular part of the work is being carried on by the Township by contract or otherwise under the provisions of this paragraph, the Contractor, unless he shall have been directed to discontinue all work, shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as in no wise to hinder, or interfere with other contractors or contractors of the Township or with the persons or workers employed, as above provided, by the Township by contract or otherwise, to do any part of the work or to complete the same under the provisions of this paragraph; or
- c. Declare the Contract at an end except as to the liability of the Contractor hereinafter in this paragraph provided for, and the Township shall thereupon have the right to do any one or more of the following:
 1. award an emergency contract to another collector, to contract for the completion of the work, or to place such and so many persons as it may deem advisable;
 2. to procure other materials, plant, tools, appliances, equipment, supplies and property for the completion of the same.
- d. In case the expenses of the Township, or Contractor's customers in case of an emergency contract of completing the work (including the expense of procuring materials, plant, tools, appliances, equipment, supplies and property), shall exceed the amount which would have been payable to the Contractor by his customers for the same work and materials under Contract if the Contract had been completed by the Contractor, the Contractor shall, upon completion of the work or from time to time during the course of the completion of the work as the Township may require, pay the amount of such excess, with interest, to the Township for the benefit of the owners of properties receiving service. The Contractor shall also pay the Township the amount of any claim for which the Township may be liable for injury to persons or property occurring on account of any work, done by the Contractor under the Contract, whether by reason of the negligence, fault, or default of the Contractor, and shall also pay to the Township the amount of any other expense which the Township may incur or be liable for, and the amount of any payment which the Township may be required to make, and the amount of any loss or damage which the Township may incur, or suffer, by reason of any neglect, fault or default of the Contractor; and,
- e. The Township may also proceed as it shall deem proper upon the bonds or other security in its possession; and
- f. The Township may also bring any suit or proceedings for specific performance or for injunction or to recover damages or to obtain any other relief or for any other purpose proper under the Contract.

- g. The Contractor shall also be liable for any and all costs or attorney or other professional fees incurred by the Township as a result of the abandonment or default of the Contract by Contractor.

SECTION 2

SPECIAL PROVISIONS

2.01 DEFINITIONS

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

- a. ALLEY means public or private way giving access to the rear of lots or buildings.
- b. CONTRACT means the contract granted pursuant to the Contract Documents.
- c. CONTRACT DOCUMENTS means this document, the provisions of the Township Ordinances, as amended from time to time, contract or bid of Contractor, the Contract, any bond or bonds given by Contractor pursuant to this document, Contractor's questionnaire, Contractor's certificate of insurance, Contractor's affidavit concerning Workers' Compensation, all applicable state laws, any adopted Township Solid Waste Management Plan, and any other documents otherwise material to or incorporated into the Contract.
- d. CONTRACTOR means the solid waste collector contracted pursuant to the Contract Document.
- e. LARGE ITEM shall mean items such as discarded household items and appliances, furniture, lawn mowers, automobile tires off rims (one tire shall be considered one item), and other items too large for the normal weekly trash collection; but specifically shall not include construction materials, tires on rims, tree stumps, automobile and truck parts or batteries, and hazardous materials which include but are not limited to oils, chemicals and pesticides. Scrap metal and "white goods" (appliances) shall be recycled by the Contractor with no disposal fees passed along to the Township.
- f. MOBILE CART means a mobile trash receptacle not exceeding 96 gallons equipped with wheels for ease of movement and capable of being dumped mechanically into refuse or recycling trucks. Although the Township does not require residents to use Mobile Carts for collection of refuse and/or recycling, residents may use Mobile Carts for the collection of refuse or recycling by directly contacting and, in the case of Mobile Carts for refuse, paying Contractor for such service. The cost of Mobile Cart usage will play no part in the Township's award of the contract. Residents are required to use mobile carts for their recycling and they will be provided at no cost by the contractor.
- g. MUNICIPAL WASTE shall have the same meaning as it has in the Pennsylvania Solid Waste Management Act, and in addition shall include Yard Waste as defined herein.

- h. PERSON means any individual, firm, partnership, association, corporation, authority, or other entity. The singular shall include the plural. Any gender shall include all genders.
- i. PUBLIC FACILITY means any Federal, State, County, school district, or municipal office building, public recreational facility, or any school district or municipal maintenance, repair, or service building.
- j. RECLAMATION shall mean the controlled removal of valuable materials from a solid waste processing or disposal site for reuse or sale for reuse.
- k. RECYCLABLE MATERIALS shall mean at a minimum, corrugated cardboard, plastics (marked PETE or HDPE, 1 or 2), aluminum, steel, bi-metal, aerosol cans and glass, as well as any additional materials designated by the Contractor, which Recyclable Materials are to be collected separately and disposed of in a manner which will allow reprocessing and reuse.
- l. REFUSE CONTAINER means a round sheet metal or plastic container which has these characteristics: is watertight; has a tight fitting lid; has a handle; has a capacity not exceeding ninety-six (96) gallons; and, when filled, weighs not more than fifty (50) pounds and can have wheels. Plastic bags may be substituted for metal or plastic containers. Paper bags shall not be used. A tire, removed from its rim, 32 inches or less in diameter and 12 inches or less in tread width, shall count as one refuse container.
- m. RESIDENTIAL shall mean a residential dwelling of less than six (6) units held in common ownership and contiguous.
- n. SOLID WASTE shall have the same meaning as it has in the Pennsylvania Solid Waste Management Act.
- o. STREET shall mean a public or private way used for public travel, excluding alleys.
- p. TOWNSHIP means Newberry Township.
- q. YARD WASTE shall mean leaves, garden residue, shrubbery and tree trimmings, and similar material, but not including grass clippings. Yard Waste may be placed in containers, biodegradable bags, or bundled in lengths of not more than four (4) feet long and weighing less than fifty (50) pounds.

2.02 ELEMENTS OF BID FOR CONTRACT; CONTRACTS

The Contractor shall charge no more per customer than the amount quoted in its bid for a contract. The charges quoted in the bid for a Contract shall be broken down according to the form of Bid for a Contract. For billing purposes the Contractor may combine these charges and

shall bill customers four (4) times per year. The basic service shall be for collection and disposal of Municipal Waste, including Recyclable Materials, and curbside collection of one large item per customer per week. Further details are stated in Section 3.08 of these Specifications. For purposes of calculation, the following assumptions should be used:

- 5231 potential residential customers of basic pay-by-volume service.
- 216 low-volume customers.
- Delinquency rate of 8-9% of accounts after 120 days.
- Annual collected Municipal Waste of 5712 tons.
- Annual collected Recyclable Materials of 2782 tons.
- Annual collected Yard Waste of 80 tons.

Charges to customers may be adjusted for any change in tipping fees in the future. See Section 3.14. For purposes of calculation, please assume tipping fees in the amount of Seventy-Nine Dollars (\$79.00) per ton, which is the rate that is anticipated will be charged by the York County Solid Waste Authority at the inception of this Contract period.

The Contractor shall establish or have established a refund policy to refund to customers who terminate their service during a period for which they have paid, the unused portion of their payment, prorated on a daily basis. The Contractor shall mail such refund to the customer at an address provided by the customer, or, if none, to the established billing address of the customer. It shall be the responsibility of the customer to notify the Contractor of the service termination, and the Contractor shall have no duty to refund unless so notified.

2.03 FAMILIARITY WITH THE WORK

The bidder is required to personally visit the Township and familiarize itself with the conditions to be encountered and all circumstances which may affect the nature and cost of the work.

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

2.04 DURATION OF CONTRACT

Bidders shall bid on the contract that will be for collection of Municipal Waste one (1) day per week and Recyclable Materials one (1) day per week for three (3) years from January 1, 2025 through December 31, 2027. Bidders shall also provide separate bids for Option Year 1 and Option Year 2 under the same collection schedule for the first three years, running from January 1, 2028 through December 31, 2028, and January 1, 2029 through December 31, 2029, respectively.

The Option Years shall be exercised at the discretion of the Township Board of Supervisors or the successful bidder. In the event either of the parties desires to exercise the option for a fourth or fifth year, each party shall notify the other of such election by no later than August 31, 2027 and August 31, 2028, for Option Year 1 and Option Year 2, respectively.

2.05 TOWNSHIP REPRESENTATIVE

The duly authorized representative of the Township designated to act on behalf of the Township in all matters relative to fulfillment of the Contract requirements by the Contractor shall be the Township Manager or his or her designee, unless otherwise notified by the Board of Supervisors of another designee.

2.06 PAYMENTS TO THE CONTRACTOR

The Contractor shall accept, in full consideration for the performance of its obligations under the Contract, no more than the price per customer stated in its bid for a Contract (subject to adjustment for changes in Tipping Fees and subject to any other charges provided for in Section 3.14, herein) according to the alternative accepted by the Township. The Contractor, by the grant of the contract, is entitled and required to contract with the relevant owners of residential properties located in the Township for the services contracted according to the Contract Documents. The Contractor shall be responsible for billing. Notwithstanding the foregoing, the Contractor shall collect from each customer on behalf of the Township a \$5.00 service charge each quarter. The Contractor shall retain any amounts collected above as payment for services, except as set forth herein. The Contractor shall remit to the Township, on a quarterly basis, by the 15th day of the following month, the amount collected under the Township's surcharge based on the amount of surcharge per bill multiplied by the number of bills collected. The Contractor shall continue to collect all residential and recycling during the term of the contract despite nonpayment by residential customers. The Contractor shall be required to use its best efforts, and in good faith, attempt to collect any and all delinquent accounts, including the Township's surcharge.

The form of any written contract documents between the Contractor and its customers shall be acceptable to the Township.

2.07 RECLAMATION OF MATERIAL FOR RECYCLING

The Contractor shall offer to the regular pay- per-volume residential customers, at no extra charge to the customers, Mobile Carts for the collection of Recyclable Materials. The Contractor shall provide all equipment and labor to collect, at the curbside, items specified to be separated by the residents for recycling. The Contractor shall have the exclusive right to collect, process and market designated Recyclable Materials from properties covered by this Contract. If there are any apartment buildings or complexes, condominium buildings or complexes, or mobile home parks, contiguous and of common ownership, an owner, landlord or agent may establish its or her own recycling collection, processing, and disposition program under the Municipal Waste Planning Recycling and Waste Reduction Act of Pennsylvania, verified to the Township, in which case the recycling of solid waste from such apartment buildings or complexes, condominium buildings or complexes, or mobile home parks is not part of this Contract.

For the purposes of this Contract, materials to be recycled shall be those Recyclable Materials defined in Section 2.01. The Contractor may add items to that list.

Recyclable Materials shall be collected one (1) time a week, on the same day that other Municipal Waste is collected. The Contractor shall provide vehicles for the collection for Recyclable Materials appropriate to carry out this task, including specially designed vehicles if necessary. All Recyclable Materials shall become the property of the Contractor, and it shall be its exclusive right to collect, transport, process, market, or sell these Recyclable Materials in any way that would not violate any Township ordinance or any other law or regulation.

2.08 DAILY REPORTS; NOTIFICATION OF VIOLATIONS AND PENALTIES

Contractor shall report to the Township Manager within twenty-four (24) hours after each collection, so as to be advised of any properties missed in the day's scheduled collections so that such collections can be made. Contractor shall also notify the Manager of any irregular or unusual circumstances in connection with the day's collection, including without limitation (a) refuse left standing because of not conforming to required specifications, (b) complaints made to collection crews, or (c) areas missed due to breakdown of equipment. A residential supervisor is to be in the Township overseeing collection and to handle complaints on collection day by cellular telephone or similar means of communication.

In case of any violations of the Contract, the Township shall notify the Contractor of such violation and allow a reasonable time not to exceed twenty-four (24) hours for correction prior to assessing any penalty against the Contractor. All violations and penalties therefore shall be certified by the Township and its judgment shall be final.

The Township shall have the right to assess penalties against the Contractor in the following amounts for each offense for all violations of the Contract:

Failure of truck and crew to operate and complete collections on a regular route and/or between the hours of 6:00 a.m. and 6:00 p.m., unless prevented by a labor strike or work stoppage, hurricanes, floods, significant snow or ice event, or other violence of nature or any other event which may be termed an act of God: Two Thousand Dollars (\$2,000.00) per day for each truck and crew not operating or not completing collections on a regular route within the time allotted for collections.

- a. Failure to maintain any collection vehicle in a sanitary and safe operating condition: Five Hundred Dollars (\$500.00) for each offense.
- b. Failure to replace refuse and recycling containers back of the curb line and on the sidewalk, where there is one, as required: Five Hundred Dollars (\$500.00) for each location.
- c. Willful damage to or carrying away of permanent refuse containers: Five Hundred Dollars (\$500.00) for each offense or, at the option of the Contractor, Contractor may satisfactorily replace damaged or removed containers.

- d. Failure to dispose of Municipal Waste at the site specified by the Township: One Thousand Dollars (\$1,000.00) per collection vehicle load disposed of elsewhere, plus the actual tipping fees.
- e. Dumping solid waste from another municipality and billing the Township Account for the tipping fees: One Thousand Dollars (\$1,000.00) for each load.
- f. Spilling Municipal Waste or Recyclable Materials onto any public street or private property and not properly cleaning up such spillage: Five Hundred Dollars (\$500.00) for each solid spill and Five Hundred Dollars (\$500.00) for each liquid spill.
- g. Failure to record or report complaints to the Township or to make Contractor's monthly report to the Township concerning disposal information: Five Hundred Dollars (\$500.00) for each failure.

The Contractor shall also be subject to any penalties specified in any Township ordinance.

In addition to the above penalties, if, in its sole discretion, the Township Board of Supervisors determines that the violations by the Contractor are either of such number or of such severity that justify termination of the Contract, the Supervisors shall notify the Contractor of their determination, setting forth the reasons for its determination and the alleged violations of the Contract, and shall, within forty-five (45) days after such notice, schedule a public meeting at which the Contractor shall be permitted to appear and to present its response to the notice from the Township Board of Supervisors, after which the Township Board of Supervisors shall make its final determination on whether or not to terminate the Contract. The fact that the Contractor may have been assessed and paid penalties pursuant to this Section shall not be an absolute defense to termination of the Contract, but may be considered by the Township Board of Supervisors as a factor in its determination.

2.09 AUDIT

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

SECTION 3 SPECIFICATIONS

3.01 PUBLIC INFORMATION

Prior to the effective date of the Contract, the Contractor shall develop and disseminate a public notice prepared by Contractor and approved by the Township. This notice shall include the schedules for pickup of Municipal Waste and Recyclable Materials; rules, regulations and guidelines for residents in the use of the services under the Contract; information regarding complaint handling by the Contractor; and any other information required by the Township. No less than thirty (30) days prior to the first day of collection services under the Contract for each

collection route, the Contractor shall mail a copy of this notice to each residential unit on the routes.

The Contractor shall also provide the Township at least thirty (30) days prior to the start-up of collection services under this Contract, 500 copies of the notice printed as an informational flier to be distributed by the Township.

The Contractor shall coordinate and cooperate with the appropriate Officials of the Township on preparation and content of all notices, informational brochures, and an article to be posted on the Township website.

3.02 CUSTOMER LIST

The Contractor, with the cooperation of the Township, shall develop a customer list and shall from time to time, but no more than quarterly, provide the Township with a copy of the list. Upon the Township's request, a copy of the customer list, in an electronic format, shall be provided to the Township within ten (10) days from the date of said request; at the beginning and ending of this contract; and on an annual basis in August. The customer list shall include, but is not limited to, account numbers, customer names, customer addresses, and balance due. At the termination of the Contract, the customer list shall become the property of the Township and both sixty (60) days prior to the termination of the Contract and at the termination of the Contract, the Contractor shall provide the customer list in hard copy and electronic (software) form to the Township. Contractor shall make no use of the list except for the purposes of fulfilling the terms of the Contract.

3.03 EQUIPMENT AND METHOD OF COLLECTION

All Municipal Waste material collected on a weekly basis shall be collected in motorized vehicles with completely enclosed, water-tight, metal compaction collection bodies. Vehicles or containers shall be covered at all times sufficiently to prevent collected materials from leaving, spilling out, or blowing out of the vehicle or container while in transit.

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

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

The Township reserves the right to inspect any of the Contractor's equipment at any time during normal working hours. Any deficiencies as to mechanical or sanitary conditions of the equipment shall be called to the attention of the Contractor, and the Contractor shall correct such deficiencies of said equipment within a reasonable time designated by the Township. Refusal to correct or have corrected such deficiencies in said designated time will result in assessment of penalties in accordance with Section 2.08 and applicable Township ordinances.

All Municipal Waste material shall be removed, loaded in the truck and delivered to the disposal site adequately and sufficiently without such waste being blown, dropped, or spilled and so that

neither objectionable odors, noxious gases, and putrescent liquid shall escape during or after the process of collection to the extent of constituting a public nuisance.

3.04 TIME OF COLLECTIONS

Municipal Waste collections shall be made once weekly, as set out in Section 2.04. The Contractor shall be permitted to perform collection service daily except Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Collections shall be made between the hours of 6:00 a.m. and 6:00 p.m., prevailing time, unless special collection times are required by the Contractor and approved by the Township.

In situations where the day of collection requires a change due to the above holidays, special event, acts of God, weather, or other unforeseeable circumstances beyond the Contractor's control, the Contractor shall collect from the customers whose waste was not collected as scheduled on the next permitted day, unless another day is authorized in writing by the Township Manager. If a holiday falls on a Saturday, there will be no change to the collection schedule, except with regard to Yard Waste recycling, then collection would fall on the following Saturday. The Contractor shall give announcements of such changes to all local radio stations and, when time permits, to the daily and Sunday newspapers published in York, Pennsylvania, and by posting them on Contractor's website. Any collections missed aside from the above described items shall be subject to the fines and penalties as set out in Section 2.08.

3.05 COLLECTION SCHEDULES

At the time of submission of the bid, the Contractor shall also submit to the Township for approval a schedule and map by districts showing routes. This schedule shall provide for the requirements of Article 3.04, and shall include the proposed day(s) of the week for collection, which day(s) shall be subject to approval by the Township. The Township prefers that the schedule used for the last eight years be continued. Under the schedule, the Township is divided into five sections with collections Monday, Tuesday, Wednesday, Thursday, and Friday. However, this collection schedule shall not prevent the collection of material on an emergency basis during other hours when necessitated by natural catastrophe or other conditions beyond the control of the Contractor. The extension of emergency hours shall at all times be subject to approval by the Township. The Contractor and the Township shall determine on what days the collection shall be made; provided however, that this may be changed from time to time by the Contractor only with the approval of the Township.

3.06 PICK-UP POINTS

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

For customers whose residences are on private lanes or streets, the collection point shall be at the intersection of the private lane or street with the nearest public street or road, unless the customer and the Contractor make other arrangements between them. The Township shall not be a party to, or be involved in, such arrangements.

The number of potential pick-up points in the Township is estimated at 4,749, but the actual number of pick-up points established will be controlling.

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

3.07 CHANGES IN SPECIFIED PICK-UP POINTS

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

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

3.08 REFUSE TO BE PICKED UP; PAY BY VOLUME

The Contractor shall be required to pick up all Municipal Waste and Recyclable Materials which are put out for collection throughout the Township on each collection day as specified below:

- a. The Contractor shall pick up and dispose of all Municipal Waste from Mobile Carts at collection points on collection days. Such Mobile Carts for Municipal Waste shall be directly rented by the resident from the Contractor and separately billed at the rates specified in this Contract. Mobile Carts shall be of the type and size specified in Section 2.01(f). Residential housing units that do not wish to rent Mobile Carts from the Contractor shall provide their own Refuse Containers, as defined in Section 2.01(l). The Contractor shall be required to return Mobile Carts and/or Refuse Containers upright, with lids replaced, in the same location as prior to being emptied.
- b. The Contractor shall collect, at curbside, and dispose of, one (1) large item per customer a week, which shall apply only to waste from Contractor's customers. Large items shall be collected on the regular Municipal Waste collection day, and resident must notify contractor of large item pickup prior to the regular Municipal Waste collection day.
- c. Christmas Tree pickup – On the second Saturday of January of each contract year, the Contractor shall collect and dispose of all Christmas trees placed by property owners at normal collection points. The collection of Christmas trees shall be considered as part of the normal contracted collection service provided by the collection contractor. Christmas trees shall be collected separately, shall be disposed of at an approved composting facility and shall not be part of the solid waste disposal system. Christmas trees shall not be counted as part of the customer's allotted Refuse Containers or Units as limited in

subsection f. below.

- d. Yard Waste pickup – On the second Saturday of each month (excluding the months of January (which will be designated for Christmas Tree pickup) and February), the Contractor shall make a separate collection of Yard Waste from all customers within the Township.
- e. Township Service: The Contractor shall provide at no cost to the Township the following: weekly collection of waste and recycling from the Township Administration Office at 1915 Old Trail Road, Etters. , A 4 yard dumpster, provided by the contractor, to be placed at the following locations, as specified in Section 1.01: the Newberry Township Sewer Department, Building, 400 Cly Road, York Haven; Shelley Park, 420 Cassel Road, Manchester; Terry Dolan Memorial Park, 900 Cly Road, York Haven and the Emergency Services Complex at 1895 Old Trail Road, Etters. The Contractor shall also provide two (2) 30-yard dumpsters at 1915 Old Trail Road Etters, for Township use. The Contractor shall empty the dumpsters weekly except for the 30-yard dumpsters to be emptied on request when full.
- f. Pay by Volume: Each collection day, each customer will be allowed a maximum of six (6) Refuse Containers or Mobile Carts or any combination of both not to exceed six (6). The Contractor is not required to collect the refuse in Refuse Containers or Mobile Carts in excess of the above limit.

3.09 SUPERVISION AND PERSONNEL

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

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

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

3.10 COMPLAINT HANDLING

All complaints regarding services provided under the Contract shall be responded to by the Contractor within twenty-four (24) hours after the receipt of the complaint. Complaints shall also be handled by personnel according to the requirements as set forth in Section 1.03.

The Contractor shall maintain a log of all complaints received by the Contractor during the length of the Contract, which shall be available to the Township for inspection upon request.

The log shall include, at minimum: the date of complaint; the name, address, telephone number of person making complaint; a description or nature of complaint; the date of resolution of complaint; a description of the resolution of complaint; and, if the complaint has not been resolved, the reason it has not been resolved.

3.11 COLLECTION PRACTICES

The Contractor shall provide for each collection unit a minimum crew as it deems necessary to effect an efficient, safe, and sanitary operation. Each collection unit shall be provided with a shovel and a broom with which to pick up any spillage/breakage of refuse or recycling.

The Contractor will be responsible for cleanup and disposal of any hydraulic oil leaks caused by their equipment. Eg failed hydraulic hoses.

The collectors or throwers shall clean up any spillage of Municipal Waste and Recyclable Materials caused by them, but shall not be required to clean up any spillage on the sidewalk or street surface caused prior to their arrival or caused by improperly placed Municipal Waste and Recyclable Materials. Contractor must clean up all leakage from the truck itself which is not actually spillage.

The Contractor shall be responsible for properly handling containers, which shall be carried (not thrown) to the curb line. Containers shall not be placed in driveways in a manner that blocks their use by a motor vehicle.

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

If the Contractor does not pick up Municipal Waste or Recyclable Materials from any unit due to non-compliance with the rules and regulations regarding the placement of containers or the proper containerization or separation of the Recyclable Materials, or for any other legitimate reason, the Contractor shall place, either in the container or at the door of the residence, a notice indicating the reason that the Municipal Waste or Recyclable Materials items were not picked upon that day. A copy of this notice, indicating the address of the recipient, shall be forwarded to the Township within two (2) working days after the notice is issued by the Contractor.

3.12 OWNERSHIP OF REFUSE

Immediately upon the Contractor's loading Municipal Waste or Recyclable Materials into any collection vehicle, ownership of such Municipal Waste or Recyclable Materials shall be vested in the Contractor, and it shall become its responsibility to haul, handle, process, and dispose of.

3.13 TRANSPORTATION OF REFUSE

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

3.14 DISPOSAL OF REFUSE; ADJUSTMENT OF CONTRACT PRICE

The disposal site for disposition of Municipal Waste shall be any facility operated by the York County Solid Waste and Refuse Authority.

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

In the situation where the Contractor has resource recovery methods and/or facilities available, these facilities may be used for Recyclable Materials provided that all requirements of Section 2.07 regarding recycling of materials still apply and take precedence over such operations. Use of any such resource recovery facilities and/or methods shall be approved by the Township, which approval shall be presumed if such facilities and/or methods are licensed or approved by the Pennsylvania Department of Environmental Protection.

The Contractor shall pay the tipping fees incurred in carrying out the work under this Contract. The Contractor may adjust its contract price with its customers commensurate with any change in Contractor's tipping fees. Any proposed change must be submitted to the Township for approval no less than ninety (90) days prior to its proposed effective date, unless this time is shortened by the Township. The Township will approve such change or determine the appropriate amount of change used upon the change in tipping fees, and will not unduly delay or unreasonably withhold such approval or modification of the request.

Drivers shall be instructed to and shall accurately report to the disposal facility the waste being delivered under the Contract, including the fact that it comes from the Township. Any practice or providing of information to the disposal facility which results in waste not collected under the Contract being considered waste collected under the Contract shall be grounds for nullification of the Contract.

3.15 DISPOSAL REPORTS

The Contractor shall submit to the Township monthly reports showing detailed information separately reported on Municipal Waste and Recyclable Materials disposed of under the Contract. This report shall be on forms approved by the Township and shall include information on a calendar month basis. The reports shall be submitted to the Township by the fifteenth day following the end of each month. The report shall be signed by the appropriate designated official of the Contractor and shall include, but not be limited to, the following information:

- Beginning and ending dates of report.

- Listing (log) of each load of Municipal Waste disposed of at the waste facility by truck number, date, time of each load dumped, and the weight and volume of each load dumped.
- Total weight and volume of all waste dumped during the month.
- Residential Recycling shall be separated into the following materials:
 - Newsprint
 - Co-mingled (including what materials are co-mingled)
 - Christmas trees

Failure of the Contractor to submit this report in the time specified above or failure to provide complete information on all waste dumped during the course of the month of the report shall be a violation of the Contract and the Contractor shall be subject to penalty provided otherwise in these specifications.

**NEWBERRY TOWNSHIP 2020 RESIDENTIAL
MUNICIPAL WASTE COLLECTION CONTRACT BID**

Having examined the Contract Documents, as defined in the Specifications and Instructions to Bidders for Residential Municipal Waste Collection Contract dated August 27, 2019 (the "Specifications"), the undersigned hereby applies for a Contract to perform all of the work and service stated in the Specifications. The amount to be charged per residential unit per year, based on tipping fees of \$62.00 per ton for all contract years, will be no more than as stated below. ALL TOTALS SHALL BE PER RESIDENTIAL UNIT PER YEAR. "Pay By Volume" (pursuant to Section 3.08.g of the Specifications) shall include:

One (1) Municipal Waste collection per week, with one (1) collection of Recyclable Materials (including a Mobile Cart for Recyclable Materials for no additional charge if requested by customer), one (1) large item per week (pursuant to Section 3.08.c), Christmas tree pickup (pursuant to Section 3.08.d), Yard Waste collection (pursuant to Section 3.08.e), and dumpster service (pursuant to Section 3.08.f);

and

Bidder shall also include below a cost per bag for the Recycling-Only/Tag-a-Bag Option (pay-per-bag, per Section 3.08.h of the Specifications). The Township **will not** include Recycling-Only/Tag-a-Bag Option when considering the low bidder for the Contract; however, notwithstanding the foregoing, the Township reserves the right to reject any or all bids if the Recycling-Only/Tag-a-Bag Option bid price is, in the Township's sole discretion, unacceptably high. The Township will calculate the low bidder by adding the cost per Pay by Volume customer per year for the three base years of the contract.

CONTRACT PRICE FOR EACH RESIDENTIAL UNIT PER YEAR:

THREE YEARS, ONE (1) COLLECTION OF MUNICIPAL WASTE AND RECYCLABLE MATERIALS PER WEEK:

Date: 1/1/25-12/31/25	<u>Bid Amt.</u>	<u>Service Charge</u>	<u>Total Bid</u>
Pay by Volume service per customer per year	\$ <u>413.76</u>	+ \$10.00 =	\$ <u>423.76</u>
Recycling-Only service per customer per year	\$ <u>263.52</u>	+ \$10.00 =	\$ <u>273.52</u>

Date: 1/1/26-12/31/26

Pay by Volume service per customer per year	\$ <u>434.40</u>	+ \$10.00 =	\$ <u>444.40</u>
Recycling-Only service per customer per year	\$ <u>276.72</u>	+ \$10.00 =	\$ <u>286.72</u>

Date: 1/1/27-12/31/27

Pay by Volume service per customer per year \$ 456.12 + \$10.00 = \$ 466.12

Recycling-Only service per customer per year \$ 290.52 + \$10.00 = \$ 300.52

OPTION YEARS 1 AND 2, ONE (1) COLLECTION OF MUNICIPAL WASTE AND RECYCLABLE MATERIALS PER WEEK:

Date: 1/1/28-12/31/28

Pay by Volume service per customer per year \$ 483.60 + \$10.00 = \$ 493.60

Recycling-Only service per customer per year \$ 307.92 + \$10.00 = \$ 317.92

Date: 1/1/29-12/31/29

Pay by Volume service per customer per year \$ 512.52 + \$10.00 = \$ 522.52

Recycling-Only service per customer per year \$ 326.40 + \$10.00 = \$ 336.40

AS SET FORTH ABOVE, THE LOWEST BID WILL BE DETERMINED BY ADDING THE PAY BY VOLUME SERVICE, INCLUDING COLLECTION OF RECYCLABLE MATERIALS, FOR EACH OF THE FIRST THREE (3) YEARS.

SECTION 3.08.b — MOBILE CART RENTAL SERVICE FEES:

Mobile Cart rental for Municipal Waste will be directly between the successful bidder and individual residents wishing to rent Mobile Carts. Mobile Cart rental fees will not be considered in awarding the Contract.

Year	Yearly Rental per Mobile Cart for Municipal Waste
1/1/25 – 12/31/25	\$ <u>72.00</u>
1/1/26 – 12/31/26	\$ <u>72.00</u>
1/1/27 – 12/31/27	\$ <u>72.00</u>
1/1/28 – 12/31/28 (Option Year 1)	\$ <u>72.00</u>
1/1/29 – 12/31/29 (Option Year 2)	\$ <u>72.00</u>

Accompanying this bid are: (1) the fully answered Registration Questionnaire supplied by the Township (Document No. 5); (2) the Bid Bond as required by Section 1.07 of the Specifications; and (3) the statement of financial condition required by Section 1.09 of the Specifications. By submitting this Contract Bid, the undersigned agrees that within ten (10) days of the award of a Contract to the Undersigned, the Undersigned will enter into a performance bond with a corporate surety in the amount specified in Section 1.07 of the Specifications, will supply the Township with a Certificate of Insurance as specified in Section 1.08 of the Specifications, and will do all other acts required by the Contract Documents, as defined in the Specifications.

THE UNDERSIGNED FURTHER SUBMITS WITH THIS BID A SCHEDULE AND MAP BY DISTRICTS SHOWING SERVICE ROUTES IN THE TOWNSHIP, AS REQUIRED BY SECTION 3.05 OF THE SPECIFICATIONS.

The undersigned also understands that the above stated contract prices may be adjusted for changes in tipping fees in accordance with Section 3.14 of the Specifications.

The undersigned also certifies that it will utilize the following subcontractors will fill in the terms of the Contract (list names and addresses of all subcontractors):

None

Attest:


(title) Sales Supervisor

(Seal)

Penn Waste Inc.

(Name of Corporation or Entity)

BY:


(title) District Manager

Date of Signing: 09/19/2024

**NEWBERRY TOWNSHIP
REGISTRATION QUESTIONNAIRE**

1. Describe the methods, apparatus, and equipment to be used for the elimination and control of nuisances that may arise during the process of collection, treating, and transporting of Municipal Waste and Recyclable Materials: All trucks are in good condition, located at our

Manchester facility. Trucks are rear and side load compaction type and are leak proof.

Please see photos attached

2. Describe the equipment proposed to be used for the collection of Municipal Waste as follows:

a. Number of vehicles: 2 - 3

b. General description of vehicle type:

See #1 above, Attachment I and vehicle photos

c. List of vehicles planned to be used if known:

Make/Year Model	Body Type (Metal/Wood)	Capacity	Condition (Poor, Fair, Good)	Present Location
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See Attachment I and photos attached. All vehicles are in good condition and are located at or Manchester facility.

3. Equipment proposed to be used for the collection of Recyclable Materials, if applicable:

a. Number of pieces of equipment: 2 - 3

b. General description of equipment type:

See #1 above, Attachment I and vehicle photos

c. List of equipment planned to be used if known:

Make/Year Model	Body Type (Metal/Wood)	Capacity	Condition (Poor, Fair, Good)	Present Location
--------------------	---------------------------	----------	---------------------------------	---------------------

See Attachment I and photos attached.

4. Provide a Certificate of Insurance showing limits of liability.

5. NOTE: You must maintain records as to collection of Municipal Waste and customers in Newberry Township and to provide such information to the Township within ten (10) days if requested.

NAME: Ronald Tudor TELEPHONE: 717-767-4456

The undersigned hereby avers that the answers to this questionnaire are true and correct and, further, agrees that the said answers shall be considered as an integral part of the Contract Bid and Contract Documents, if the Contract is awarded to the below company.

Penn Waste, Inc.

Company



Authorized Signature

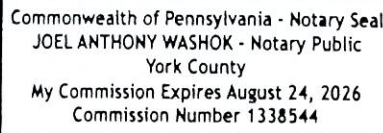
09/19/2024

Date

ATTEST

Personally appeared before me this 19th day of September,
2024, Ronald Tudor and executed the foregoing
questionnaire, being the District Manager of, and duly authorized to do so by,
Penn Waste, Inc.
(company)


Notary Public



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that Penn Waste Inc., as Principal, and HARCO NATIONAL INSURANCE COMPANY, as Surety, are held and firmly bound unto the Township of Newberry, York County, in the Commonwealth of Pennsylvania, in the just and full sum of **One Hundred Thousand and 00/100 (\$100,000.00)** Dollars, lawful money of the United States of America, to be paid to the Township of Newberry, its certain attorney or assigns; to which payment, well and truly to be made, we do bind ourselves, our heirs, personal representatives, successors and assignees, and each of them jointly and severally, firmly by these presents.

SEALED with our seals and dated this 16th day of September, 2024

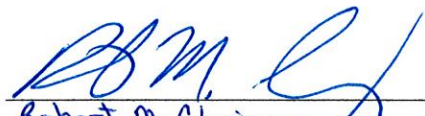
WHEREAS, the said Principal is herewith submitting to the Township of Newberry a bid to be contracted to collect municipal solid waste and recyclables in the Township of Newberry pursuant to ordinances, resolutions, specifications and all Contract Documents incorporated into said proposal by reference; and it is a condition of the Township of Newberry's receipt and consideration of said bid that the bid be accompanied by a Bid Bond securing the performance of the following obligations prior to the start-date of the Contract:

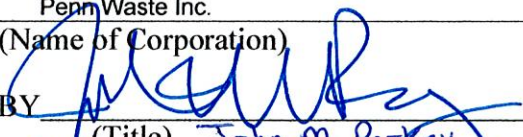
- Furnish a Performance Bond (see Section 1.07 of Document No. 3)
- Furnish to the Township certificates of insurance (see Section 1.08 of Document No. 3)
- Execute in a timely manner the Contract Award Document (see **Document No. 8**).

THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal shall furnish a performance bond and insurance certificates to the Township of Newberry within ten (10) days of the award of the contract to Principal, and shall execute the Contract Award Document in a timely manner, then this obligation shall be void, but otherwise it shall remain in full force, and the Principal and Surety will pay to the Township of Newberry the above sum.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

Attest:


Robert M. Clinger
Senior Vice President, Deputy General
Counsel and Assistant Secretary

Penn Waste Inc.
(Name of Corporation)
BY 
(Title) John M. Perkey
Vice President, Deputy General Counsel - Compliance and
(Corporation Surety) Government Affairs

Witness or Attest:

HARCO NATIONAL INSURANCE COMPANY
(Name of Corporation)

SEE ATTACHED CA NOTARY ACKNOWLEDGMENT

(CORPORATION SEAL)

**BY


(Title) Donna Borja - Attorney-In-Fact



** Attach an appropriate power of attorney, dated the same date as the Bond, evidencing the authority of the Attorney-in-Fact on behalf of the Corporation.

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # N/A

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

DAVID W. GARESE, LISA BETANCUR, MARIA RUFINO, A. CATHERINE SKEEN, BROOKE A. SKEEN, DONNA BORJA

Sacramento, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

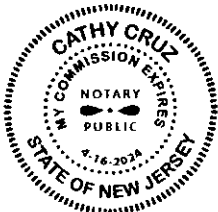

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 16, 2024

A00711



Irene Martins, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On September 16, 2024 before me, Lisa Betancur, Notary Public
(insert name and title of the officer)

personally appeared Donna Borja,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**NEWBERRY TOWNSHIP
2024 RESIDENTIAL MUNICIPAL WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL CONTRACT AWARD**

In compliance with the Contract Documents as defined in Specifications and Instructions to Bidders for Residential Municipal Waste Collection Contract dated August 27, 2024, which is incorporated as part of this Contract by reference,


Penn Waste
85 Brick Yard Road
Manchester, PA 17345

is hereby authorized to exclusively collect, transport, and dispose of residential municipal waste in Newberry Township, Pennsylvania pursuant to and incorporating herein the yearly price per residential unit in Contractors Bid.

General Conditions:

1. This Contract is not transferable.
2. This Contract is awarded for three (3) years, from January 1, 2025 to December 31, 2027, with Township options for a fourth and fifth years, pursuant to Section 2.04 of the Specifications of the Township.
3. This Contract is conditioned upon all provisions of the Contract and the Specifications being observed in their entirety.

ATTEST:



Anthony Miller, Secretary

CONTRACT AWARDED

9/24/24

Date



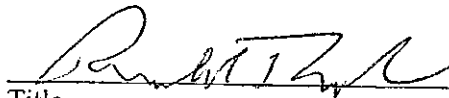
Rob Harkins, Chairman
Newberry Township Board of Supervisors

We, Penn Waste Inc., accept the terms of this Contract and Award, together with all the incorporated documents, and agree to be bound by them. We certify we are authorized by the above to sign on behalf of, and bind, them.

ATTEST/WITNESS:

District Manager

Title



Title

Date of Signing: 9/30/24

Ronald Tudor

Printed Name

**NEWBERRY TOWNSHIP
2024 RESIDENTIAL MUNICIPAL WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL CONTRACT AWARD**

In compliance with the Contract Documents as defined in Specifications and Instructions to Bidders for Residential Municipal Waste Collection Contract dated August 27, 2024, which is incorporated as part of this Contract by reference,

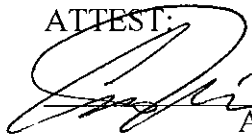
Penn Waste
85 Brick Yard Road
Manchester, PA 17345

is hereby authorized to exclusively collect, transport, and dispose of residential municipal waste in Newberry Township, Pennsylvania pursuant to and incorporating herein the yearly price per residential unit in Contractors Bid.

General Conditions:

1. This Contract is not transferable.
2. This Contract is awarded for three (3) years, from January 1, 2025 to December 31, 2027, with Township options for a fourth and fifth years, pursuant to Section 2.04 of the Specifications of the Township.
3. This Contract is conditioned upon all provisions of the Contract and the Specifications being observed in their entirety.

ATTEST:

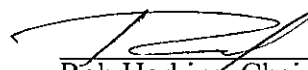


Anthony Miller, Secretary

CONTRACT AWARDED

Date

9/24/24



Rob Harkins, Chairman
Newberry Township Board of Supervisors

We, _____, accept the terms of this Contract and Award, together with all the incorporated documents, and agree to be bound by them. We certify we are authorized by the above to sign on behalf of, and bind, them.

ATTEST/WITNESS:

Title

Title

Date of Signing: _____

Printed Name


**UNANIMOUS WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
PENN WASTE INC.**

The undersigned, being the sole director of Penn Waste Inc., a Pennsylvania corporation (the "Company"), hereby consents to the following actions and adopts the following resolution pursuant to the Bylaws of this corporation:

BE IT RESOLVED that Ronald Tudor, District Manager of the Company, be, and he hereby is, authorized to sign and submit the Company's bids, and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to the Invitation to Bid to provide Residential Municipal Waste Collection for Newberry Township, Pennsylvania, as well as any contract documents that may result from the submission of this bid, and that any such action taken to date involving the above bid is hereby ratified and approved

IN WITNESS WHEREOF, the undersigned sole director of Penn Waste Inc. has duly executed this Written Consent in The Woodlands, Texas on the date set forth below.

Dated: September 6, 2024



Ronald Mittelstaedt, Director

Attachment I

Vehicle #	Type	Lic Plate	Year	Make-Model	DEP Decal #	YCSW Waste Decal
3	Misc.	ZGR-2846	2017	Chevy Silverado	N/A	N/A
6	Misc.	ZLE-4900	2018	Ford F150	N/A	N/A
15	Misc.	ZMW-0876	2018	Chevy Silverado	N/A	N/A
16	Misc.	ZMJ-2115	2018	Ford F150	N/A	N/A
R16	Misc.	ZWC-6660	2004	Chevy Silverado	N/A	N/A
18	Misc.	ZLJ-0397	2019	Honda Ridgeline Truck	N/A	N/A
19	Misc.	ZRR-1225	2020	Ford F550 Box Truck	N/A	N/A
20	Misc.	ZSW-4398	2021	Ford F150 Crew Cab	N/A	N/A
49	Misc.	ZGP-3346	2010	Chevy Silverado	N/A	N/A
57	Misc.	DME-0522	2011	Chevy Traverse	N/A	N/A
78	Misc.	YCA-5621	2014	Chevy Silverado	N/A	N/A
81	Misc.	ZGH-1592	2015	Ford Box Truck	N/A	N/A
82	Misc.	JTF-4441	2014	Honda CRV	N/A	N/A
85	Misc.	JXP-0850	2016	Ford Explorer	N/A	N/A
92	Misc.	ZJA-7054	2016	Ford Box Truck	N/A	N/A
93	Misc.	KBZ-2633	2016	Honda CRV	N/A	N/A
94	Misc.	YPV-4707	2016	Silverado 4WD Dbl Cab	N/A	N/A
95	Misc.	zch-1212	2016	Silverado 4WD Dbl Cab	N/A	N/A
98	Misc.	ZHV-4176	2016	Chevy Silverado	N/A	N/A
707	Misc.		2014	Ford		
19						
R12	Roll Off	ZWS-6661	2000	Internatinal 4700	960230081	
112	Roll Off	ZHT-0380	2009	Peterbilt 388	960234541	C644
114	Roll Off	ZDJ-4676	2012	Mack Granite	960231231	E1230
116	Roll Off	ZXR-5569	2013	Mack GU713	960234391	C821
117	Roll Off	ZTC-4379	2015	Mack GU713	960238441	D232
118	Roll Off	ZNE-0391	2015	Mack GU713	960238451	E007
119	Roll Off	ZHG-0994	2015	Mack GU713	960234371	D508
120	Roll Off	ZPX-5612	2017	Peterbilt 337	960233431	D699
121	Roll Off	ZWN-8308	2017	Mack GU713	960238451	E149
122	Roll Off	ZVH-9487	2017	Mack GU713	960238461	D697
123	Roll Off	ZDZ-4612	2017	Mack GU713	960248471	D736
124	Roll Off	ZKR-6426	2017	Mack GU713	960238481	D737
125	Roll Off	ZJZ-4343	2017	Mack GU713	960239381	D847
126	Roll Off	ZJZ-4344	2017	Mack GU713	960239391	D848
127	Roll Off	ZKM-8719	2018	Mack GU713	960231291	D958
128	Roll Off	ZKM-8720	2018	Mack GU713	960231301	D959
129	Roll Off	ZKZ-2544	2018	Mack GU713	960233641	D981

Vehicle #	Type	Lic Plate	Year	Make-Model	DEP Decal #	YCSW Waste Decal
130	Roll Off	ZLF-1253	2019	Mack GR64F	960232041	E193
131	Roll Off	ZRG-9020	2020	Mack	960234241	E659
132	Roll Off	ZSW-4309	2020	Mack Gu813/64BR	960233721	E973
133	Roll Off	ZTA-1181	2022	Mack MD7	960233781	E971
134	Roll Off	ZTW-0919	2022	Mack	960235201	E1167
136	Roll Off	ZTW-0918	2022	Mack	960246061	E1168
137	Roll Off	ZWC-1867	2019	Mack	960239791	E1447
138	Roll Off	ZMK-0359	2012	Mack		E1448
139	Roll Off	ZWG-3880	2024	Mack	960231101	E7258
25						
216	Front Load	ZRB-9580	2012	Mack	960239151	C678
218	Front Load	ZCD-7322	2013	Mack MRU 613	960237661	C793
219	Front Load	ZVP-9659	2013	Mack MRU 613	960237671	C815
220	Front Load	ZVP-9646	2013	Mack MRU 613	960237681	C888
221	Front Load	ZTN-0498	2014	Mack MRU 613	960238481	D65
222	Front Load	ZVP-9658	2014	Mack MRU 613	960235661	E1499
223	Front Load	ZVP-9643	2015	Mack MRU 613	960245691	D245
224	Front Load	ZGG-3026	2015	Mack MRU 613	960235701	D262
225	Front Load	ZHG-0993	2016	Mack MRU613	960236901	E1182
226	Front Load	ZGX-1311	2015	Peterbilt 320	960231181	D488
227	Front Load	ZJA-1558	2017	Mack MRU 613	960235861	D719
228	Front Load	ZJL-5225	2017	Mack MRU613	960245871	D732
229	Front Load	ZJL-5228	2017	Mack MRU613	960245881	D738
230	Front Load	ZKJ-9799	2017	Mack MRU613	960236211	D896
231	Front Load	ZKJ-9800	2017	Mack MRU613	960236221	D897
232	Front Load	ZKM-8717	2018	Mack MRU613	960236561	D941
233	Front Load	ZVP-9657	2018	Mack MRU 613	960232341	D947
234	Front Load	ZKR-5792	2018	Mack MRU 613	960232371	E1183
235	Front Load	ZKZ-2545	2018	Mack MRU613	960238751	D986
236	Front Load	ZMD-3980	2019	Mack TE64	960230791	E218
237	Front Load	ZMD-3979	2019	Mack TE64	960230801	E219
238	Front Load	ZNM-5692	2018	Peterbilt 372	960236871	E434
239	Front Load	ZPA-1629	2020	Mack TE64	960235041	E588
240	Front Load	ZPA-1630	2020	Mack TE64	960235031	E593
241	Front Load	ZPA-1631	2020	Mack TE64	960235051	E594
242	Front Load	ZTF-0552	2022	Mack TE64	960234161	E989
243	Front Load	ZTZ-5786	2022	Mack	960232621	E1181
244	Front Load		2024	Mack		
245	Side Load	ZXJ-1512	2024	Mack FEL Truck		

Vehicle #	Type	Lic Plate	Year	Make-Model	DEP Decal #	YCSW Waste Decal
246	Side Load	ZXJ-1510	2024	Mack FEL Truck		
30						
R14	Rear Load	ZWC-6659	2006	Kenworth T300	960233131	
R15	Rear Load	ZWC-6655	2011	Peterbilt 320	960244061	
R18	Rear Load	ZWC-6658	2008	Peterbilt 320	960232151	
R20	Rear Load	ZWC-6657	2008	Peterbilt 340	960234941	
R21	Rear Load	ZWC-6656	2007	Sterling	960239461	
R22	Rear Load	ZWN-2506	2020	Kenworth	960239281	
R23	Rear Load	ZWG-3843	2020	Peterbilt	960247421	
372	Rear Load	ZCH-1205	2013	Mack GU213	960235231	E419
374	Rear Load	YNZ-2072	2013	Mack GU213	960235271	D899
375	Rear Load	ZCH-1206	2013	Mack GU713	960235241	D900
376	Rear Load	ZCH-1207	2013	Mack GU713	960235251	E019
377	Rear Load	ZDF-6928	2014	Mack GU713	960236471	D902
379	Recycling	YKC-2651	2014	Mack GU713	960236491	E1166
380	Recycling	ZDF-6930	2014	Mack GU713	960236501	E1159
381	Recycling	ZFS-1822	2014	Mack GU713	960236511	E1379
382	Recycling	YWJ-0072	2014	Mack GU713	960236521	E1137
383	Recycling	ZCL-2769	2014	Mack GU713	960236531	E1380
384	Recycling	ZDZ-9042	2013	Peterbilt 320	960249731	E1381
385	Recycling	ZDZ-9041	2013	Peterbilt 320	960239741	E1382
386	Recycling	ZDR-6637	2014	Mack MRU613	960236371	E1383
388	Recycling	ZFX-4682	2015	Mack GU713	960238431	E972
389	Rear Load	ZGB-5591	2014	Mack MRU 613	960237681	E427
390	Recycling	ZDZ-4610	2016	Mack GU713	960235691	E1384
391	Recycling	ZJA-1555	2017	Mack GU713	960238271	E1385
392	Recycling	ZJA-1556	2017	Mack GU713	960238281	E1161
393	Recycling	ZJA-1557	2017	Mack GU713	960238291	E1162
394	Recycling	YTC-4364	2017	Mack GU713	960238301	E1169
400	Pup Truck	ZDN-5897	2013	Freightliner M2 106	960236061	D63
401	Pup Truck	ZWC-1851	2013	Freightliner M2 106	960236071	D64
402	Rear Load	ZGG-3022	2015	Mack GU173	960248961	D248
403	Rear Load	ZGG-3024	2015	Mack GU173	960238971	D253
405	Rear Load	YTP-1067	2015	Mack GU173	960238991	D255
406	Rear Load	ZGL-3028	2014	Mack MRU613	960238491	D335
408	Rear Load	ZGT-5839	2016	Mack GU713	960235671	D489
409	Rear Load	ZGT-5840	2016	Mack GU713	960235681	D490
410	Rear Load	ZJA-1554	2017	Mack GU713	960238311	D700
411	Rear Load	ZJL-5222	2017	Mack GU713	960238321	D718

Vehicle #	Type	Lic Plate	Year	Make-Model	DEP Decal #	YCSW Waste Decal
412	Rear Load	ZJL-5226	2017	Mack GU713	960238331	D733
413	Rear Load	ZJL-5227	2017	Mack GU713	960238341	D739
414	Rear Load	ZJT-6042	2017	Mack GU713	960238351	D745
415	Rear Load	ZJT-6043	2017	Mack GU713	960238361	D746
416	Rear Load	ZJZ-4349	2017	Mack GU713	960239351	D879
417	Rear Load	ZKJ-9794	2017	Mack GU713	960239361	D880
418	Rear Load	ZKJ-9795	2017	Mack GU713	960239371	D881
419	Pup Truck	ZLZ-7678	2019	Kenworth T370	960232181	E209
420	Pup Truck	ZLZ-7677	2019	Kenworth T370	960232191	E210
421	Rear Load	ZDZ-4614	2019	Mack GR64F	960235461	E199
422	Rear Load	ZLF-1256	2019	Mack GR64F	960235451	E200
423	Rear Load	ZMD-3981	2019	Mack GR64F	960235331	E220
424	Rear Load	ZLF-1255	2019	Mack GR64F	960235321	E201
425	Rear Load	ZSA-3187	2020	Hino	960237141	E724
426	Rear Load	ZSE-3021	2021	Mack	960238601	E1138
427	Rear Load	ZSP-3731	2021	Mack	960238801	E1139
428	Rear Load	ZTS-6884	2022	Mack	960233621	E1121
429	Rear Load	ZTS-6886	2022	Mack	960233641	E1122
430	Rear Load	ZTS-6885	2022	Mack	960233671	E1123
431	Rear Load	ZVP-3118	2022	Mack	960237161	E1387
432	Rear Load	ZVP-3152	2022	Mack	960237191	E1388
433	Rear Load	ZVP-9645	2021	Mack	960238671	
434	Rear Load	ZWT-5031	2022	Mack		
474	Rear Load	ZTJ7506	2012	Mack Granite	960238781	E978
475	Rear Load	YZZ-5953	2012	Mack Granite	960238791	C601
476	Rear Load	YZZ-5957	2012	Mack Granite	960236601	C614
477	Rear Load	ZWC-1868	2012	Mack Granite	960236611	C615
478	Rear Load	YXH-3990	2013	Mack GU713	960235131	C783
481	Rear Load	YXH-3988	2013	Mack GU713	960235111	E148
482	Rear Load	YXH-3989	2013	Mack GU713	960235121	C785
483	Rear Load	ZCM-9660	2013	Mack GU713	960235151	C822
484	Rear Load	ZCM-9661	2013	Mack GU713	960235161	C823
485	Rear Load	ZCM-9659	2013	Mack GU713	960235141	C824
486	Rear Load	ZCM-9663	2013	Mack GU713	960245171	C835
488	Rear Load	ZCM-9665	2013	Mack GU713	960235191	C837
489	Rear Load	ZCM-9667	2013	Mack GU713	960235201	E217
490	Rear Load	ZCM-9668	2013	Mack GU713	960235211	E1184
491	Rear Load	ZCM-9669	2013	Mack GU713	960235221	C891
492	Rear Load	ZCM-9672	2013	Mack GU713	960235121	C972

Vehicle #	Type	Lic Plate	Year	Make-Model	DEP Decal #	YCSW Waste Decal
493	Rear Load	ZCM-9673	2013	Mack GU713	960235131	C973
494	Rear Load	ZCM-9674	2013	Mack GU713	960235141	C974
495	Rear Load	ZCZ-6650	2014	Mack GU713	960236441	D41
496	Rear Load	YKB-7244	2014	Mack GU713	960236451	E979
497	Rear Load	YZF-2885	2014	Mack GU713	960236461	D56
498	Rear Load	ZGG-3023	2015	Mack GU173	960238941	D252
499	Rear Load	ZFX-4685	2015	Mack GU713	960238951	D249
505	Split Body	ZHG-0995	2016	Mack GU713	960236251	D541
507	Split Body	ZJT-6038	2016	Mack MRU613	960232481	D743
523	Split Body	ZNG-3544	2020	Peterbilt 520	960238091	E529
79						
504	Side Load	ZFX-4683	2015	Mack LEU613	960231831	D244
506	Side Load	ZJG-3814	2016	Mack LE613	960230731	D702
508	Side Load	ZKJ-9796	2018	Mack LR613	960238251	D882
509	Side Load	ZKJ-9801	2018	Mack LR613	960238261	D894
510	Side Load	ZKM-8712	2018	Mack LR613	960238271	D927
511	Side Load	ZJZ-4347	2018	Mack LR613	960238281	D873
512	Side Load	ZJZ-4348	2018	Mack LR613	960238291	D874
513	Side Load	ZKJ-9797	2018	Mack LR613	960238301	D883
514	Side Load	ZKM-8713	2018	Mack LR613	960238311	D928
515	Side Load	ZKM-8714	2018	Mack LR613	960238321	D929
516	Side Load	ZKJ-9798	2018	Mack LR613	960238331	D884
517	Side Load	ZKM-8715	2018	Mack LR613	960238341	D930
518	Side Load	ZKJ-9802	2018	Mack LR613	960238351	D895
519	Side Load	ZKM-8716	2018	Mack LR613	960238361	D931
520	Side Load	ZLF-1254	2019	Mack LR64R	960230121	E194
521	Side Load	ZLF-1251	2019	Mack LR64R	960230131	E202
522	Side Load	ZMD-3983	2019	Mack LR64R	960230141	E980
524	Side Load	ZPA-1627	2020	Mack LR613	960239061	E560
525	Side Load	ZPA-1628	2020	Mack LR613	960239051	E587
526	Side Load	ZLB-7845	2014	Peterbilt	960238191	
527	Side Load	ZRB-5414	2019	Mack	960231821	E656
528	Side Load	ZPS-9225	2020	Mack LR64R	960239041	E654
529	Side Load	ZSL-5865	2021	Mack	960245541	E876
530	Side Load	ZSL-5866	2021	Mack	960235551	E877
531	Side Load	ZTJ-8006	2022	Mack	960233051	E998
532	Side Load	ZTJ-8017	2022	Mack	960233011	E1028
533	Side Load	ZTP-6362	2022	Mack	960233031	E1144
534	Side Load	ZTP-6361	2022	Mack	960232971	E1145

Vehicle #	Type	Lic Plate	Year	Make-Model	DEP Decal #	YCSW Waste Decal
535	Side Load	ZTP-6332	2022	Mack	960233061	E1146
536	Side Load	ZTW-9474	2022	Mack	960237011	E1171
537	Side Load	ZTW-9443	2022	Mack	960236491	E1386
538	Side Load	ZVP-3119	2022	Mack	960232021	E1510
539	Side Load	ZVW-4501	2022	Mack	906237631	E1417
540	Side Load	ZVW-4552	2022	Mack	960237661	E1449
541	Side Load	ZVW-4558	2022	Mack	960237781	E1450
542	Side Load	ZVY-4999	2022	Mack	960237741	
543	Side Load	ZWC-6602	2022	Mack	960230471	
544	Side Load	ZWC-6623	2022	Mack	960230381	
545	Side Load	ZWG-3836	2022	Mack	960237701	E1511
546	Side Load	ZWG-3884	2023	Peterbilt	960239211	E1551
547	Side Load	ZWG-3885	2023	Peterbilt	960239231	E1552
548	Side Load	ZWJ-8516	2023	Peterbilt	960239221	E1553
549	Side Load	ZWJ-8517	2023	Peterbilt	960239241	E1554
550	Side Load	ZWJ-8518	2023	Peterbilt	960239191	E1555
551	Side Load	ZWJ-8523	2023	Peterbilt	960239201	E1556
701	Side Load		2024	Mack		
702	Side Load		2024	Mack		
703	Side Load		2024	Mack FEL Truck		
48						
607	Stake Body	ZNE-0394	2011		960238211	C503
609	Stake Body	ZCA-1058	2012	Freightliner M2 106	960235131	E452
610	Stake Body	ZCK-4767	2012	Freightliner M2 106	960239091	C804
611	Stake Body	ZKK-1445	2018	Peterbilt 337	960239411	D978
612	Stake Body	ZMG-6286	2019	Kenworth T270	960236431	E295
613	Stake Body	ZTA-1321	2022	Mack	960236011	E990
R19	Cont Deliv	ZWC-6662	1990	International 4700		
6						

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30
79
48
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19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 4675 MacArthur Court Suite 750 Newport Beach CA 92660	CONTACT NAME: Certificate Unit PHONE (A/C, No, Ext): (949)-474-1550 FAX (A/C, No): E-MAIL ADDRESS: WCNCerts@epicbrokers.com														
INSURED Penn Waste Inc. 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: ACE Property and Casualty Insurance Co</td><td>20699</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Property and Casualty Insurance Co	20699	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 1702756148**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDOG47346447	8/1/2024	8/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH10755268	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XEUG27614620010	8/1/2024	8/1/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WLRC50723781	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,500,000 E.L. DISEASE - EA EMPLOYEE \$1,500,000 E.L. DISEASE - POLICY LIMIT \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

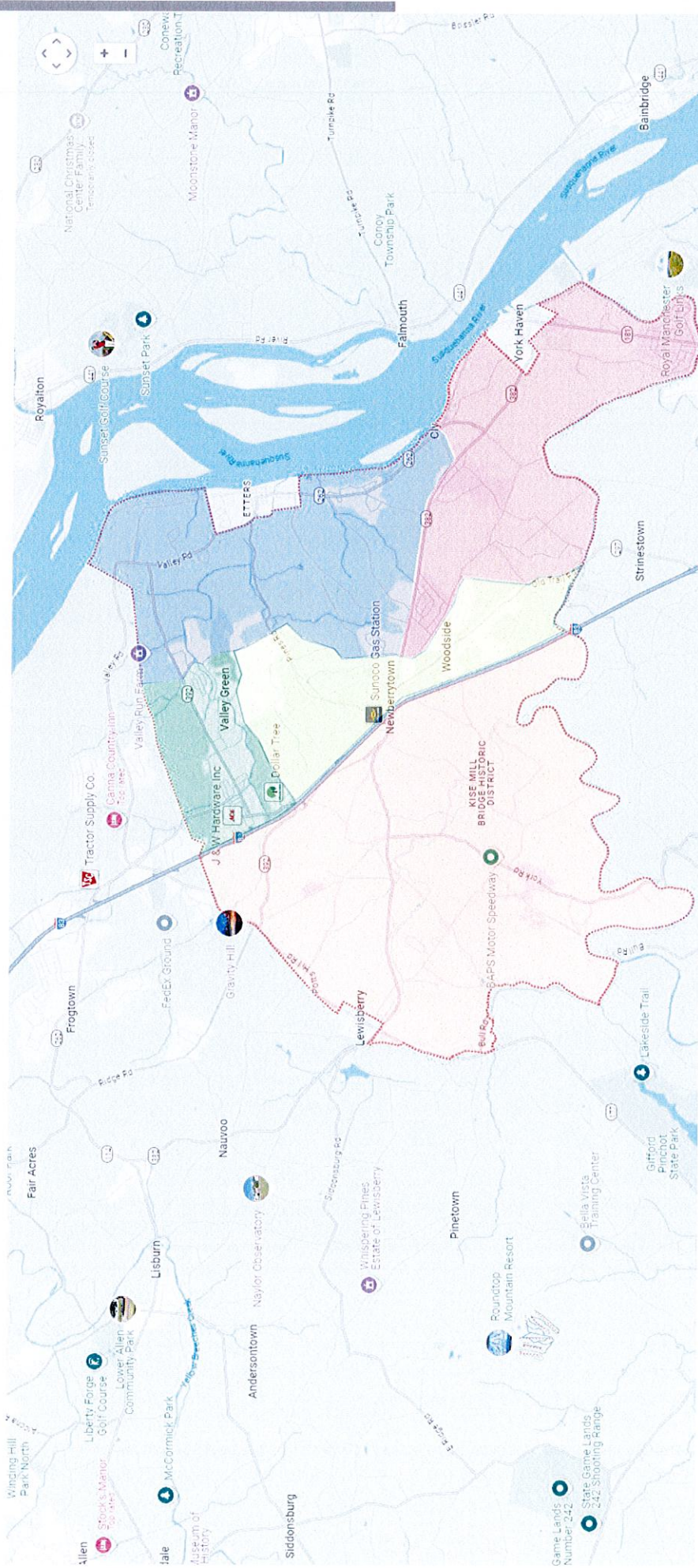
Newberry Township is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**Newberry Township
1915 Old Trail Road
Etters PA 17319

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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- Key:
- Monday
 - Tuesday
 - Wednesday
 - Thursday
 - Friday

Trash Days by Road for Newberry Township

<u>ROAD</u>	<u>Route #</u>	<u>TRASH DAY</u>
Allen Drive	940	Monday
Apache Trail	718	Thursday
Apple Orchard Court		Wednesday
Ashton Drive	887	Thursday
Aspen Drive	891	Friday
Bald Cypress Circle	908	Friday
Bamberger Road	922	Tuesday
Barbara Lane	709	Thursday
Bass Lake Road		Monday
Beaver Lane	816	Tuesday
Ben Hogan Drive	697	Thursday
Bill Dugan Drive	896	Friday
Birdie Lane	966	Monday
Bittersweet Lane	TWP	Thursday
Black Walnut Drive	840	Friday
Bluegrass Way	(new)	Wednesday
Boat Landing Avenue	982	Wednesday
Bobby Jones Drive	908	Monday
Boundary Avenue	990	Wednesday
Boyles Drive	853	Monday
Bridle Court	960	Thursday
Brooks Circle	701	Thursday
Bull Road	925	Tuesday
Bunker Lane	834	Monday
Burning Brush Circle	907	Friday
Byron Nelson Circle	956	Thursday
Cardinal Drive	TWP	Tuesday
Cartref Road	804	Monday
Cassel Road	SR1017	Wednesday
Cedar Drive	918	Tuesday
Cedar Hill Drive	839	Tuesday
Center Court	715	Wednesday
Champions		Wednesday
Cherokee Trail	689	Thursday
Cherry Avenue	978	Wednesday
Cheyenne Court	693	Thursday
Church Road	874	Monday
Claraton Drive	720	Wednesday
Cly Road	SR0262	1195-Thurs 1205+Wed
Conewago Avenue	985	Wednesday
Conewago Drive	994	Tuesday
Conley Lane	912	Friday

Corn Hill Road	841	Friday
Crabapple Drive		Thursday
Cragmoor Road	SR0295	Wednesday
Creek Road	959	Wednesday
Crestview Court	TWP	Wednesday
Crystal Court	TWP	Thursday
Culhane Road	904	Tuesday
Deardorff Drive	965	Tuesday
Debra Drive	TWP	Thursday
Deer Run Drive	700	Thursday
Delaware Drive	712	Thursday
Diane Court	TWP	Thursday
Diven Drive	945	Wednesday
Dubbers Drive	998	Thursday
Eagle Lane	909	Friday
Eden Drive	976	Monday
Erney Road	938	Tuesday
Fairmount Avenue	988	Wednesday
Fairway Drive	977	Monday
Fallsview Avenue	958	Wednesday
Fargreen Court	TWP	Thursday
Fielding Way	702	Friday
First Avenue	980	Wednesday
Fisher Drive	931	Friday
Fisher Road	971	Monday
Front Street	817	Tuesday
Garriston Road	820	Tuesday
Gary Player Drive	698	Thursday
Grandview Drive	825	Wednesday
Hale Erwin Drive	TWP	Thursday
Harvest Drive	TWP	Thursday
Hemlock Lane	975	Friday
High Street	993	Monday
Highland Avenue	886	Wednesday
Highland Circle	838	Friday
Hill Avenue	947	Monday
Hill Drive	937	Monday
Hillcrest Circle	902	Friday
Hilldale Road	857	Tuesday
Hillside Lane	943	Monday
Hilltop Drive	704	Thursday
Holly Lane	TWP	Thursday
Horseshoe Avenue	983	Wednesday
Hunter's Chase		Thursday
Iroquois Trail	692	Thursday
Jack Nicklaus Drive	955	Thursday

Joan Drive	TWP	Thursday
Jory Drive	TWP	Commercial
Juniper Drive	951	Thursday
Kennedy Lane		Monday
Killinger Road	876	Friday
Kise Mill Road	SR4016	Tuesday
Kline Avenue	987	Wednesday
Kohler Lane	967	Monday
Kristin Drive	TWP	Thursday
Lark Drive		Thursday
Leah Drive	TWP	Commercial
Lewisberry Road	SR0382	Tuesday
Linda Lane		Thursday
Locust Avenue	984	Wednesday
Locust Circle	671	Friday
Long Lane	822	Wednesday
Loop Road	914	Tuesday
Mackenzie Lane	844	Friday
Mall Road	897	Friday
Maple Drive	TWP	Tuesday
Maple Hill Court	941	Monday
Maple Hill Drive	939	Monday
Maplewood Drive	703	Tuesday
Markley Drive	694	Wednesday
Meadowlark Lane	836	Tuesday
Midway Road	826	Wednesday
Miller Road	818	Tuesday
Mohawk Court	691	Thursday
Mulligan Drive	832	Wednesday
Nancy Lopez Lane	699	Thursday
Newberry Pkwy	TWP	Commercial
N. Reeser Drive	707	Wednesday
Northcrest Drive	TWP	Wednesday
Oak Drive	996	Tuesday
Oak Hill Drive	973	Thursday
Oak Road	929	Monday
Oaklyn Drive	MHP	Monday
Oakwood Drive	885	Tuesday
Old Quaker Road	917	Tuesday
Old Rossville Road	915	Tuesday
Old Trail Road	686	1500 down-Friday, 1500-2200 Tuesday 2200-3445 Monday 3445+ Wednesday
Orchard Avenue	948	Monday
Paddletown Road	829	Monday

Paddletown Road	904	
Paddock Court		Thursday
Palmer Drive	954	Thursday
Park Avenue	991	Wednesday
Park Drive	968	Tuesday
Parks Road	926	Tuesday
Pear Avenue	986	Wednesday
Perry Drive	TWP	Commercial
Persian Lilac Drive	894	Friday
Pheasant Run	927	Wednesday
Pin Oak Lane	TWP	Thursday
Pines Road	SR1009	690 down-Thursday 715 + Monday
Pleasant Drive	933	Tuesday
Pleasant Grove Road	944	Wednesday
Pleasant Hill Road	924	Tuesday
Pleasant View Road	961	Monday
Popps Ford Road	928	Tuesday
Potts Hill Road	SR0392	Tuesday
Privet Drive	895	Friday
Quail Circle		Wednesday
Rabbit Slide Road	828	Monday
Railroad Avenue	842	Wednesday
Ramblewood Drive	835	Tuesday
Rebecca Drive	710	Thursday
Red Bank Road	936	Tuesday
Red Barberry Drive	TWP	Friday
Red Mill Road	974	Friday
Red Stone Drive	919	Tuesday
Reesers Hill Road	SR0295	Thursday
Reeser Drive	707	Wednesday
Ridge Road	970	Tuesday
Ridgeview Drive	971	Thursday
River Road	837	Wednesday
River Drive Road	SR1015	Wednesday
Robert Paul Drive	916	Monday
Robin Hood Drive	950	Commercial
Rolling Hills Court		Thursday
Rose of Sharon Drive	892	Friday
Rosstown Road	State SR0177	Tuesday
Roxberry Road	920	Tuesday
Russian Olive Drive	893	Friday
Saddlebrook Way	921	Thursday
Sam Snead Circle	910	Monday
Sanger Lane	819	Tuesday
Sarah Drive	946	Tuesday

Scarlet Oak Drive	TWP	Thursday
Second Avenue	989	Wednesday
Shady Lane	823	Monday
Shalimar Drive		Thursday
Shamrock Lane	901	Friday
Shawnee Trail	690	Thursday
Sheep Bridge Road	SR4021	325-Tuesday 475+ Monday
Shelley Drive	708	Wednesday
Short Drive	827	Thursday
Si Rode Lane	942	Wednesday
Sipe Road	953	Tuesday
South Court	722	Wednesday
South Drive	957	Wednesday
Southcrest Road	932	Monday
Spring House Circle	705	Thursday
St. Andrew's Way	688	Friday
Steinhour Road	930	Tuesday
Stevens Road	837	Monday
Stillhouse Lane	724	Thursday
Stillhouse Road	875	Thursday
Stricker Drive	913	Tuesday
Sugar Drive		Thursday
Sugar Maple Drive	906	Friday
Sunrise Drive	995	Tuesday
Susquehanna Drive	716	Thursday
Susquehannock Trail	714	Thursday
Sycamore Circle	TWP	Friday
Taylor Road	962	Tuesday
Third Avenue	979	Wednesday
Thoroughbred Drive		Wednesday
Turnberry Drive	687	Friday
Turnout Lane		Thursday
Twin Lakes Road		Tuesday
Valley Green Road	949	1490-Friday, 1530+ Thursday
Valley Road	SR0262	Thursday
Village Road	960	Tuesday
Vinlyn Drive	934	Monday
Violet Drive	856	Thursday
Vista Circle	831	Friday
Walnut Drive	MHP	Monday
Wedgewood Circle	997	Monday
Wertz Avenue	888	Wednesday
West Road	889	Friday
West Fishing Creek Road	830	Friday
Whisler Road	SR1011	Thursday
White Birch Lane	952	Thursday

White Dogwood Drive	890	Friday
White Oak Lane	903	Friday
White Oak Loop		Monday
Wilson Road	953	Monday
Winding Hill Drive	858	Thursday
Winding Hill Road	972	Thursday
Winterberry Lane	TWP	Thursday
Woodland Avenue	670	Wednesday
Wyndamere Road	SR0177	Tuesday
Yocumtown Road	SR0392	695-Thurs, 705+ Fri
York Haven Road	SR0181/SR0382	895- Wednesday
		895 - 1995 odd #s Thursday
		894 – 1996 even #s Wednesday
		2010 – 2215 Monday
		2700 – 3495 Wednesday
York Hill Road	911	Friday
Yorktown Road	975	Tuesday
York Road	SR4009	Tuesday
Zinn Drive	935	Tuesday



Penn Waste, Inc., P.O. Box 3066, York, PA 17402 ♦ 717-767-4456 ♦ Fax: 717-767-4285 ♦ www.pennwaste.com

September 19, 2024

Newberry Township
1915 Old Trail Road
Etters, PA 17319

RE: "Financial Statement"

Dear Newberry Township,

This letter is in reference to your request for full and complete statement of the financial condition of the bidder, in section 1.09 – Statement of Financial Condition.

Penn Waste Inc has the financial resources, available lines of credit, and equipment to complete the work required as per your bid specifications. Enclosed with this letter is a full and complete financial report for the year ending in 2023.

I certify that Penn Waste is in good financial condition and that the submitted financial information to be complete and correct.

I certify that Penn Waste does not have any unsatisfied judgements or any pending litigation.

I certify that Penn Waste shall pay its employees not less than the minimum wage as set by the U.S. Government during the term of the Agreement.

Sincerely,

Ronald Tudor
District Manager
Penn Waste

Ronald Tudor personally appeared before me this 19th day of September, A.D. 2024 being duly sworn

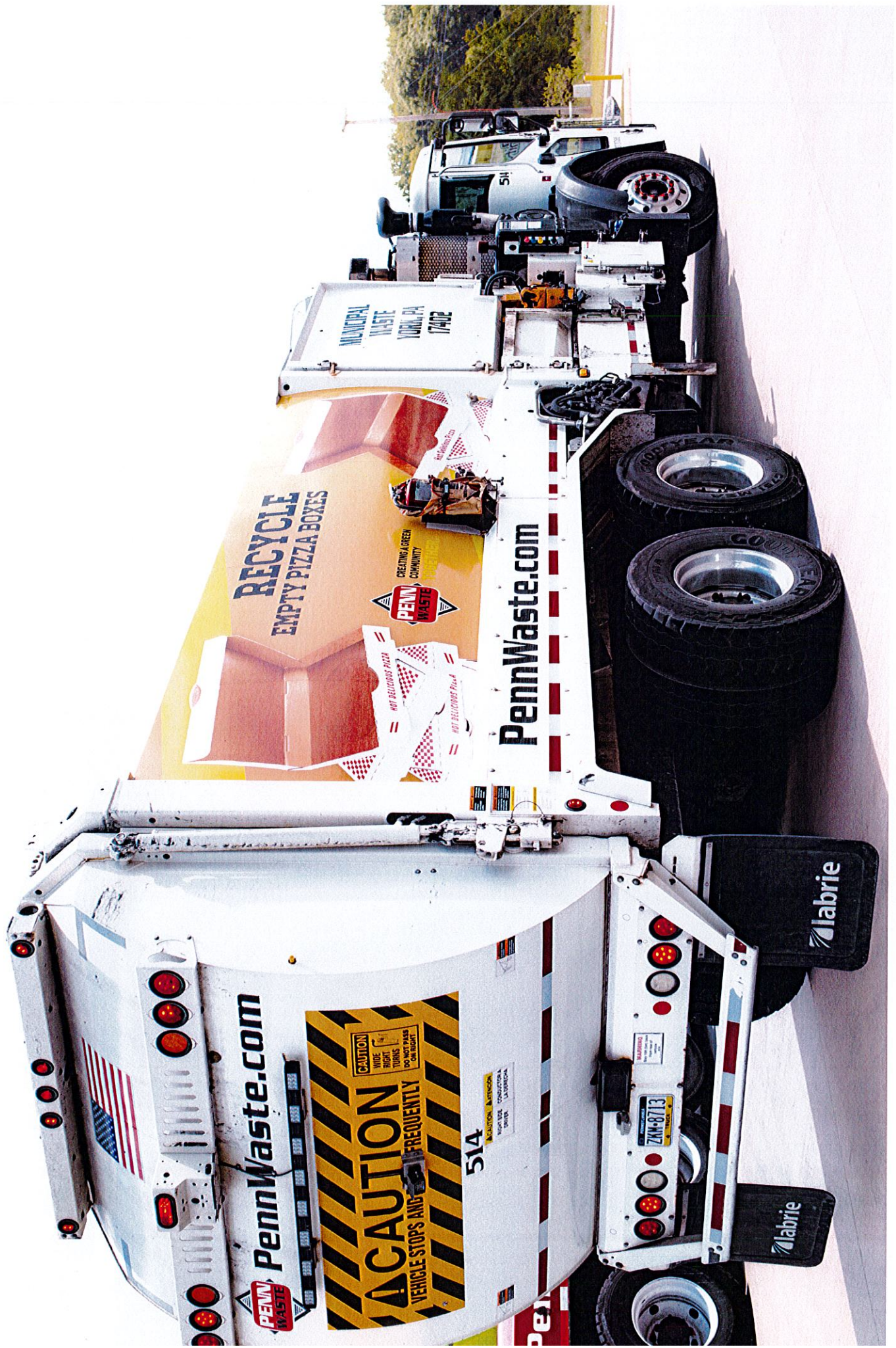
according to law.

Notary Public

Commonwealth of Pennsylvania - Notary Seal
JOEL ANTHONY WASHOK - Notary Public
York County
My Commission Expires August 24, 2026
Commission Number 1338544

Creating a green community together















ORDINANCE NO. 429

ORDINANCE OF THE TOWNSHIP OF NEWBERRY AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND COMCAST OF SOUTHEAST PENNSYLVANIA, LLC.

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any future amendments thereto (hereinafter collectively referred to as the “Cable Act”), the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”) and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing public rights-of-way and properties within the Township’s jurisdiction; and

WHEREAS, Comcast has requested that the Township approve Comcast’s franchise to maintain, construct, operate, and upgrade its cable system over, under and along the aforesaid rights-of-ways for use by the Township’s residents; and

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the Township on behalf of the citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, establish standards of customer service, maintain a technologically advanced cable system, receive franchise fees for Comcast’s use of the Township’s rights-of-ways as provided by federal law, reserve the use of an educational and governmental channel, establish certain reporting requirements, reserve certain services and provide for the current and future cable-related needs of its residents; and

WHEREAS, the Township has determined that Comcast has the financial, legal, and technical ability to provide cable services to subscribers located in the Township; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by approving a franchise with Comcast according to the terms and conditions contained in the Cable Franchise Agreement (“Agreement”), and that the process for consideration of these documents complies with all applicable federal, state and local laws and regulations.

NOW THEREFORE, BE IT ORDAINED THAT

SECTION 1: Grant of Franchise

The Township Council hereby approve the Agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such Agreement. A copy of the Agreement is attached hereto as Exhibit A.

SECTION 2: Repealer

All ordinances inconsistent with the attached Cable Franchise Agreement by and between the Township of Newberry and Comcast of Southeast Pennsylvania, LLC, are hereby repealed.

SECTION 3: Severability

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not render this Ordinance invalid.

SECTION 4: Effective Date

This Ordinance shall become effective five (5) days after enactment.

ENACTED AND ORDAINED this ____ day of _____, 2024.

ATTEST:

TOWNSHIP OF NEWBERRY:

Anthony Miller, Secretary

Rob Harkins, Chairman

CERTIFICATE

I, the undersigned, Secretary of the Board of Supervisors of the Township of Newberry, York County, Pennsylvania (the "Township"), certify that the foregoing is a true and correct copy of an Ordinance of the Board of Supervisors of the Township which was duly enacted by ____ to ____ affirmative vote majority of the members of the Board of Supervisors of the Township at an open public meeting held after notice required by law on October ____, 2024, and that said Ordinance has been recorded in the Ordinance Book of the Township; that said Ordinance was duly published as required by law; and that said Ordinance remains in effect, unaltered and unamended as of the date of this Certificate.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Township on this ____ day of October, 2024.

Anthony Miller, Secretary

Exhibit A
Comcast Cable Franchise Agreement

NEWBERRY TOWNSHIP

RESOLUTION NO. 2024-34

A RESOLUTION OF NEWBERRY TOWNSHIP,
YORK COUNTY, PENNSYLVANIA AWARDED A
CONTRACT FOR THE COLLECTION OF
RESIDENTIAL MUNICIPAL WASTE AND
RECYCLABLE MATERIALS IN NEWBERRY
TOWNSHIP

WHEREAS, the Township advertised and invited bids for the grant of a contract for the collection and disposal residential municipal waste beginning January 1, 2025 and ending December 31, 2027, with options to extend the contract for two additional years under certain conditions; and

WHEREAS, the Township has received bids from potential contractors for the above project; and

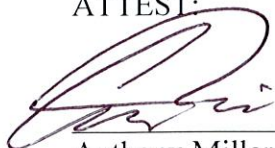
WHEREAS, the Township has determined, from the bids and investigation of the responsibility of the bidders, an appropriate party to be granted the contract; and

WHEREAS, by this Resolution, the Township awards a contract under the terms and conditions spelled out in the bid documents, as defined in the contract specifications.

NOW, THEREFORE, BE IT RESOLVED that _____
be awarded a contract for the collection of residential municipal waste under the terms and conditions of the bid documents, as defined in the Specifications and Instructions to Bidders for Residential Municipal Waste Collection Contract. The successful bidder's bid is attached hereto as Exhibit A in its entirety.

ADOPTED THIS 24th day of September, 2024.

ATTEST:



Anthony Miller, Secretary

NEWBERRY TOWNSHIP
BOARD OF SUPERVISORS

By: 

Rob Harkins, Chairman


(SEAL)



CERTIFICATE

I, the undersigned, Secretary of the Board of Supervisors of the Township of Newberry, York County, Pennsylvania (the "Township"), certify that the foregoing is a true and correct copy of a Resolution of the Board of Supervisors of the Township which was duly enacted by 5 to 0 affirmative vote majority of the members of the Board of Supervisors of the Township at an open public meeting held after notice required by law on September 24, 2024 that said Resolution has been recorded in the Resolution Book of the Township; that said Resolution was duly published as required by law; and that said Resolution remains in effect, unaltered and unamended as of the date of this Certificate.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Township on this 24th day of September, 2024.



Anthony Miller, Secretary