

RECYCLING CONTRACT

BOROUGH OF BERWICK

AND

J.A.W.S. RECYCLING

This agreement is by and between the Borough of Berwick, a Pennsylvania municipality having a principle address of 344 Market Street, Berwick, Pennsylvania 18603, Party of the first part, hereinafter referred to as the "Borough of Berwick" or "Borough" and J.A.W.S. Recycling, Inc., having a principle address at 300 Water Street, Danville, Pennsylvania 17821, party of the second part, hereinafter referred to as "Collector."

WHEREAS, the Borough of Berwick desires to have JAWS Recycling collect, transport, and market its recyclables;

WHEREAS, JAWS Recycling desires to collect, transport, and market the Borough of Berwick's recyclables;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties hereby agree as follows:

1. This agreement is for three (3) years beginning the first day of January 2009 and ending the thirty first day of December 2011. This agreement shall automatically be renewed for an additional three years, and year to year thereafter, unless either party desires to terminate or alter said agreement. Notification to terminate or alter shall be made no later than ninety (90) days prior to expiration of this agreement.
2. The first year of this agreement shall serve as a probationary period of contracted service. Both parties have the right to terminate the agreement at any time within the first full year of service. Notification to terminate or alter shall be made no later than ninety (90) days prior to December 31, 2009.
3. The Collector will provide curbside recycling collection for Berwick Borough households on the dates listed in Attachment A. Curbside collection typically occurs on the 1st Monday of each month in the First (1st) and Second (2nd) Ward and the 2nd Monday of each month in the Third (3rd) and Fourth (4th) Ward. Exceptions are ***bolded and italicized*** in Attachment A.
4. The Collector will collect recyclables in each Ward beginning at 8:00 AM on the designated recycling days. Recycling shall be placed at curbside by 8:00 AM on the designated day. The Borough of Berwick shall have no obligation to provide any minimum number of recyclables.
5. Berwick Borough residents will be instructed to contact the Berwick Borough Recycling Director at City Hall if they were missed for recycling collection by the Collector. The Collector will contact the Borough upon completion of collection to determine any missed properties prior to

leaving the Borough premises. An excessive amount of missed recyclables shall constitute a breach of this agreement by the Collector.

6. It shall be the responsibility of the Borough of Berwick to instruct residents on how to prepare on how to prepare materials for collection. Collector will “tag” materials unsuitable for collection with a rejection sticker provided by the Borough. Collector will leave a “Rejection Sticker” and mark on the sticker the reason why materials were not collected. Collector is responsible to properly inform resident(s) why the collector did not collect materials by using the rejection sticker and properly marking the reason for non-collection on the slip.

7. CURBSIDE COLLECTION

Collector will collect the following materials at curbside recycling:

Alternative 1: Clear, brown & green glass; aluminum cans and tin & bimetal food cans.

Alternative 2: Clear, brown & green glass; aluminum cans; tin & bimetal food cans and newsprint (glossy inserts not accepted).

Alternative 3: Clear, brown & green glass; aluminum cans; tin & bimetal food cans; newsprint (glossy inserts not accepted) and magazines.

Alternative 4: Clear, brown & green glass; aluminum cans; tin & bimetal food cans; Pete # 1 bottles (all types of Pete # 1 bottles accepted) and HDPE # 2 bottles (all types of HDPE # 2 bottles accepted).

Alternative 5: Clear, brown & green glass; aluminum cans; tin & bimetal food cans; newsprint (glossy inserts not accepted); Pete # 1 bottles (all types of Pete # 1 bottles accepted) and HDPE # 2 bottles (all types of HDPE # 2 bottles accepted).

Alternative 6: Clear, brown & green glass; aluminum cans; tin & bimetal food cans; newsprint (glossy inserts not accepted); magazines; Pete # 1 bottles (all types of Pete # 1 bottles accepted) and HDPE # 2 bottles (all types of HDPE # 2 bottles accepted).

All curbside recycling materials are to be source separated.

Collector will not be required to collect any materials determined to be unacceptable (minor violations accepted) for collection and will not be required to collect materials other than those listed in Alternative Number 6 above.

MANPOWER & EQUIPMENT

The Collector agrees to furnish all collection equipment and manpower for collection of curbside recyclables in the Borough of Berwick. The Collector shall provide equipment and manpower at the agreed upon bid price with the Borough of Berwick.

Collector can utilize Berwick Borough’s recycling collection equipment solely for the collection of curbside recyclables and periodic unloading of the recycling trailers at its Test Track Park facility on the curbside recycling days. If physical damage occurs to Berwick Borough’s recycling

equipment while in the control of the Collector, the Borough shall be notified immediately and the repair of physical damage to said equipment shall be the responsibility of the Collector. The Borough of Berwick assumes no liability for damage of said equipment while in the control of the Collector. At no time whatsoever shall Collector utilize the Borough owned recycling equipment for purposes other than Berwick Borough's recycling program.

Collector is responsible to return the Borough owned recycling equipment in a timely fashion. Said recycling equipment must be returned to the Berwick Borough Public Works Department Building no later than 2:30pm on the Tuesday immediately following each Monday of curbside collection.

Collector will be responsible for all wages, unemployment compensation, workmen's compensation, and all other employment benefits and expenses pertaining to the services provided under this agreement. All these services will be provided at no additional cost to the Borough of Berwick other than provided herein.

The curbside recycling program is for all residential households in Berwick Borough, which includes one-family, two-family, and multi-family dwellings. A multi-family dwelling unit is a building or portion thereof containing three (3) or more dwelling units. The list of specified multi-family dwellings serviced with curbside recycling collection by Berwick Borough shall be provided to the Collector, which may be updated by the Borough from time to time.

8. Drop-off Collection

Collector will provide drop-off service of recyclables from 3:00PM – 7:00PM every Tuesday for the months of April through October. Collector will provide drop-off service of recyclables from 1:00PM – 5:00PM every Tuesday from November through March. The drop-off location will be at the Borough of Berwick Compost Site at Test Track Park. The drop-off site is subject to change at the discretion of the Borough of Berwick.

The Borough of Berwick shall provide an attendant at the recycling drop-off site during the hours of operation. The Borough of Berwick shall ensure that all recycled materials are source-separated and appropriate for recycling purposes. Collector is not responsible to accept collection of any materials that are not suitable for recycling purposes.

The Collector shall collect drop-off containers no later than the Wednesday at 2:30PM following Tuesday drop-off collection. The Collector shall return drop-off containers no later than the following Tuesday at 10:00AM.

The drop-off will be provided by the Collector for use by the following:

1. Residents of Berwick Borough
2. Owners of multi-family dwellings (3 or more units per building) located in Berwick Borough
3. Commercial, municipal and institutional establishments located in Berwick Borough.

The Collector will collect the following materials at drop-off free of charge to the participants:

1. Clear, brown, & green glass
2. Aluminum cans
3. PETE # 1 bottles – (all types of PETE # 1 bottles to be accepted)
4. HDPE # 2 bottles – (all types of HDPE # 2 bottles to be accepted)
5. Tin & bi-metal food cans
6. Office Paper
7. Corrugated Paper
8. Newspaper – (glossy inserts not accepted)
9. Glossy Magazines
10. Chip Board

It is the responsibility of the Borough of Berwick to ensure that the drop-off is utilized by Berwick Borough residents and businesses only. If drop-off is available for non-Borough residents at the same location, the Borough must first negotiate with the Collector.

Collector will not be required to accept any materials at the drop-off that are unacceptable for collection and will not be required to collect materials other than those listed above.

Collector shall be responsible for marketing all recyclable material collected in Berwick Borough's curbside recycling program and drop-off program, and shall be responsible for the proper marketing of the materials.

9. **REPORTS**

Collector will report the following information to Berwick Borough:

MONTHLY CURBSIDE RECYCLING REPORT

1. The type of material collected at curbside each month
2. The total weight of each type of material collected at curbside each month

DROP-OFF REPORT FOR COMMERCIAL, MUNICIPAL & INSTITUTIONAL ESTABLISHMENTS

1. The Borough of Berwick shall provide a list of the commercial, municipal, and institutional establishments that utilize the drop-off each week. The list should include the name and address of the establishment and the name of the person who utilized the drop-off.
2. Collector shall provide a report to Berwick Borough indicating the total weight of material collected each week from the establishments separated by material type.

3. This report shall be separate from the residential drop-off report.
4. For commercial, municipal and institutional drop-off reporting, the Collector shall utilize the drop-off report shown in Attachment B.

DROP-OFF REPORT FOR RESIDENTIAL DROP-OFF

1. Berwick Borough shall provide a list of the Berwick Borough residents that utilize the drop-off. This report shall include the name and address of the Borough residents who utilize the drop-off.
2. Collector shall provide a report to Berwick Borough indicating the total weight of material collected at drop-off each week from Berwick Borough residents separated by material type.
3. This report shall be separate from the commercial, municipal and institutional drop-off report.
4. For residential drop-off reporting, the Collector shall utilize the drop-off report shown in Attachment C.

The reports for curbside and drop-off collection are due to the Borough of Berwick the first Monday of each month and shall represent the previous month's activities.

It is the responsibility of Berwick Borough to ensure that the drop-off is utilized only by Berwick Borough residents and commercial, municipal, and institutional establishments of Berwick Borough. The Borough of Berwick shall require persons to show proof of residence, such as driver's identification.

Under no circumstances, shall the Borough of Berwick accept recyclables from persons or commercial, municipal or institutional establishments located outside of Berwick Borough at the drop-off being provided by Berwick Borough. If the Borough of Berwick decides to allow this to occur, the Borough must first negotiate with the Collector.

The Borough of Berwick shall have no obligation to provide any minimum number of recyclables at the drop-off.

10.

CONSIDERATION

Collector will charge the Borough of Berwick the sum of Thirty Five Thousand Dollars (\$35,000) per year for services provided in accordance with this Agreement and Section 6, Alternative Number 6 as well as all Manpower and Equipment needed for proper collection of curbside materials. Payment is to be billed and payable in twelve (12) consecutive monthly installments of \$2,916.67. Each payment shall be for the preceding month's service. The first payment for the fiscal year is to be made on the fifteenth (15th) day of February and the last payment of the fiscal year is to be made on the fifteenth (15th) day of January of the following year. It is understood that payments are for the preceding month's collection of curbside.

Collector will charge the Borough of Berwick the sum of Six Thousand Dollars (\$6,000) per year for services provided in accordance with this Agreement and Section 8. Payment is to be billed and payable in twelve (12) consecutive monthly installments of \$500. Each payment shall be for the preceding month's service. The first payment for the fiscal year is to be made on the fifteenth (15th) day of February and the last payment of the fiscal year is to be made on the fifteenth (15th) day of January of the following year. It is understood that payments are for the preceding month's collection of recycling drop-off.

Cancellation of a collection due to adverse weather is at the sole discretion of the Collector. The Collector must first contact the Borough of Berwick to notify of such cancellation. A reschedule date shall be set as follows:

1. If the cancelled date is the scheduled day to collect materials in the 1st and 2nd Wards, the rescheduled date shall be the 3rd Monday of the month.
2. If the cancelled date is the scheduled day to collect the materials in the 3rd of 4th Wards, the rescheduled date shall be the 4th Monday of the month.

11.

GENERAL

Collector will comply with the provisions of all Federal, State, County, and Municipal Laws, Ordinances, and Regulations in performing services hereunder, including but not limited to, laws, ordinances and regulations pertaining to collection and disposal of the recyclables, the Federal Resource Conservation and Recovery Act and the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988.

Collector agrees to indemnify and hold harmless the Borough of Berwick from any and all liability for any claim or cause of action, including any actual Court costs, investigation fees, discovery costs and attorney's fees incurred by the Borough in defending or prosecuting any such claim or cause of action, which may arise from Collector's performance or non-performance of its obligations under this agreement.

Collector shall provide the Borough with Certificates of liability, automobile and workman compensation insurances.

Collector shall not subcontract any portion or all of this agreement, or assign any portion or all of this agreement, without the written consent of the Borough of Berwick.

This agreement shall terminate before the expiration of the term set forth in item 1, page 1 herein, for any one of the following reasons / situations:

1. In the event Collector engages in any illegal conduct or violates any municipal, county, state or federal laws, regulations or ordinances.
2. In the event Collector fails to comply with all municipal, county, state and federal laws and regulations concerning collection and disposal of recyclables.

3. In the event either party fails to perform its obligations under this contract.
4. In the event Collector engages in any conduct which is detrimental to the continued operation of the recycling program of the Borough of Berwick, such detriment to be determined by the Borough in its discretion.
5. In the event either party gives 90 days written notice to the other party of its intent to terminate this agreement. Termination under this sub-paragraph is not subject to any requirement of reasonableness or just cause.
6. In the event either party gives 90 days written notice to the other party of its intent to terminate this agreement. Termination under this subparagraph is not subject to any requirement of reasonableness or just cause.

This agreement shall interpret under the Laws of the Commonwealth of Pennsylvania and shall be deemed to have been executed in the Borough of Berwick, Columbia County, Pennsylvania. The venue for any action to enforce this Agreement or for breach of this Agreement shall be the Court of Common Pleas of Columbia County, Pennsylvania.

This agreement shall ensure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, and assigns.

IN WITNESS THEREOF, intending to be legally bound hereby, and Being duly authorized to do so, the parties hereto have executed this agreement this _____ day of _____, 2008.

COLLECTOR

WITNESS

BY: _____
OWNER / AGENT

BOROUGH OF BERWICK

ATTEST

BY: _____
COUNCIL PRESIDENT

**ATTACHMENT A
CURBSIDE COLLECTION**

2009

1st and 2nd Wards (Oak Street and East)

1st Monday of the Month unless noted with *

January 5th
February 2nd
March 2nd
April 6th
May 4th
June 1st
July 6th
August 3rd
September 21st *(due to Labor Day)
October 5th
November 2nd
December 7th

3rd and 4th Wards (West of Oak Street)

2nd Monday of the Month unless noted with *

January 12th
February 9th
March 9th
April 13th
May 11th
June 8th
July 13th
August 10th
September 14th
October 12th
November 9th
December 14th

2010

1st and 2nd Wards (Oak Street and East)

January 4th
February 1st
March 1st
April 5th
May 3rd
June 7th
July 5th
August 2nd
September 20th * (due to Labor Day)
October 4th
November 1st
December 6th

3rd and 4th Wards (West of Oak Street)

January 11th
February 8th
March 8th
April 12th
May 10th
June 14th
July 12th
August 9th
September 13th
October 11th
November 8th
December 13th

2011

1st and 2nd Wards (Oak Street and East)

January 3rd
February 7th
March 7th
April 4th
May 2nd
June 6th
July 18th * (due to July 4th Holiday)
August 1st
September 19th* (due to Labor Day)
October 3rd
November 7th
December 5th

3rd and 4th Wards (West of Oak Street)

January 10th
February 14th
March 14th
April 11th
May 9th
June 13th
July 11th
August 8th
September 12th
October 10th
November 14th
December 12th

