



CITY OF DUBOIS, PENNSYLVANIA

PO BOX 408 16 W. SCRIBNER AVE. DUBOIS, PENNSYLVANIA 15801

TELEPHONE: 814-371-2000

FAX: 814-371-1290

PUBLIC RECORD REVIEW/DUPLICATION REQUEST

Print Legibly, unreadable requests cannot be processed.

Requester's Name: Theresa Suplizio Date of Request: 9/10/24

Requester's Address: Theresa Suplizio

Requester's Telephone No. _____ Fax No. _____

I request: Review Duplication (Check applicable Box) of the following records:

IMPORTANT: You must identify or describe the records with sufficient specificity to enable the City of DuBois to determine which records are being requested. Use additional sheets if necessary. **A fee of .25¢ per page will be charged for duplication services.**

Copy of current Waste Management contract

email if possible

Theresa Suplizio

Signature of Requester

This request may be submitted in Person, by Mail to:

Shawn Arbaugh, City Manager
City of DuBois
16 W. Scribner Ave
PO Box 408
DuBois, PA 15801

By Fax: (814) 371-1290

(or)

By Email: info@duboispa.gov



CITY OF DuBOIS, PENNSYLVANIA

P.O. BOX 408

16 W. SCRIBNER AVE.

DuBOIS, PENNSYLVANIA 15801

TELEPHONE: (814)371-2000

FAX: (814)371-1290

September 16, 2024

VIA EMAIL

Ms. Theresa Suplizio
314 Hamor Street
DuBois, PA 15801

[REDACTED]
Dear Ms. Suplizio,

Thank you for writing the City of DuBois with your request for information pursuant to the Pennsylvania Right- To-Know law.

On September 10, 2024, you requested the current Waste Management contract.

Your request is granted, and the responsive documents are attached.

Respectfully,

Shawn Arbaugh
City Manager
City of DuBois, Clearfield County

Enclosures

"Gateway To Big Game Country"

CONTRACT ADDENDUM

THIS ADDENDUM, Made and entered into on this 1st day of December, 2019 by and between The City of DuBois located in Clearfield County Pennsylvania, and Advanced Disposal Services Western PA, Inc. (hereinafter called the "Contractor").

WITNESSETH, that the Contractor and the City of DuBois agree as follows:

Service Billing Fee –Beginning January 1, 2020 all waste and recycling collection charges will be billed by the City of DuBois to all City of DuBois Commercial, Business, and Residential Properties. The charges for waste collection and recycling will now appear on monthly water invoices sent from the City of DuBois. ~~The monthly rates for waste and recycling collection are reviewed~~ periodically and are determined by the City of DuBois.

Advanced Disposal Services of Western PA, Inc. is the contracted waste collection and recycling Contractor for the City of DuBois. All service changes and service issues should continue to be reported to Advanced Disposal at 800-338-8971. Any City of DuBois residential and or commercial properties that may have a current service agreement with Advanced Disposal Services, all contract terms will continue with the exception of the service rates, and billing ~~procedures which is now managed by the City of DuBois.~~

Administrative Billing Fee Payment: – Effective January 1, 2020 the Contractor shall pay up to \$1,668.66 monthly not to exceed \$20,000.00 annually to the City of DuBois for the additional billing and administrative costs incurred by the City of DuBois for completion of the monthly billing. Payment shall be submitted to the City of DuBois upon request.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents,
hereto affix our signatures and seals at DUBOIS, PA, as of this
day of DECEMBER 1, 2019.

CITY OF DUBOIS

By: 

Title: CITY MANAGER.

CONTRACTOR

By: 

Title: GENERAL MANAGER

REFUSE AND RECYCLING CONTRACT RENEWAL

THIS RENEWAL OF REFUSE and RECYCLING CONTRACT, made this 26th day of March, 2018 by and between **ADVANCED DISPOSAL SERVICES WESTERN PA, Inc.** a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located on 6330 Route 219, Brockway, Pennsylvania, hereinafter referred to as "**CONTRACTOR**"

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THE CITY OF DUBOIS, a Pennsylvania municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, and having its office at 16 West Scribner Avenue, DuBols, Pennsylvania, hereinafter referred to as "**CITY OF DUBOIS**"

WITNESSETH:

WHEREAS the parties hereto currently have a Contract dated January 8, 2007 which terms expires on March 31, 2018; and

WHEREAS, the parties are agreeable to a renewal of this Contract for an additional ten (10) years, commencing on April 1, 2018 and ending on March 31, 2028 under the rates listed on Appendix A, all other terms, and conditions remaining the same; and

WHEREAS, the parties desire to reflect this renewal in writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, and in consideration of the terms and conditions stated herein, the parties agree as follows:

1. The parties herewith agree that the **CONTRACT** dated January 8, 2007 which expires on March 31, 2018 is

herewith renewed in its entirety for an additional ten (10) year period, which shall expire on March 31, 2028.


2. As part of the consideration, the rates listed on Appendix A shall be in effect during the renewal term by the said **CONTRACTOR**.
3. The said Agreement of January 8, 2007, and any addendums is incorporated herein and attached as Exhibit "A" to the within Agreement.
4. This Agreement shall be binding upon the parties hereto, their successors and assigns, and shall be construed under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

WITNESS:

ADVANCED DISPOSAL SERVICES WESTERN PA, INC.

By *Rutten S. Beaumont*

By 

WITNESS:

THE CITY OF DUBOIS

By *Kevin Shaffer*

By *John Liphig*



CITY OF DUBOIS CONTRACT RENEWAL

APPENDIX A

March 26, 2018

The City of DuBois
16 West Scribner Avenue
DuBois, Pennsylvania 15801

Dear Herm,

Effective July 1, 2018 also included is comparative analysis with other communities receiving similar services as follows:

Regular Waste and recycling Services: Effective July 1, 2018
City of DuBois New Rate:
\$19.50 per month

Sr. Citizen Waste and Recycling Services: Effective July 1, 2018
City of DuBois New Rate:
\$12.50 per month

Future rates for Regular service will increase \$.50 per month each year.
Future rates for Sr. Citizens will increase \$1.50 per month each year.

Commercial rates will increase 10% per month effective April 1, 2018 again this is the first rate adjustment in over 10 years. Future rate increases may be proposed annually and must be approved by the City of DuBois.



March 26, 2018

Mr. John Herm Suplizio, Manager
City of DuBois
16 W. Scribner Avenue
DuBois, PA 15801

RE: Community Days Donation

Dear Herm:

Advanced Disposal and our legacy companies are really grateful for the relationship that we have fostered with the City of DuBois and its residents over the past several years. The feeling of "Community" in the City of DuBois has a strong presence and we are pleased to be part of it. We recognize that when great things happen in cities like DuBois it is due to the "will and skill" of the City leadership, business owners, and resident's. Advanced Disposal and our legacy companies are grateful for the cooperative effort always extended to us by the City of DuBois. In appreciation of this cooperative spirit Advanced Disposal Services is pleased to make the following donation: Beginning April 1, 2018 Advanced Disposal will donate \$5,000.00 monthly in four (4) quarterly payments in the amount of \$15,000.00 each made payable to DuBois Community Days. We are hopeful that this donation can be used to benefit the residents of The City of DuBois through the Community Days project's, City of DuBois Fire Departments, or other projects at the discretions of the City of DuBois.

If you have any questions or concerns, please feel free to contact me at anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Yahner", with a horizontal line drawn across the bottom of the signature.

Ed Yahner
General Manager

REFUSE AND RECYCLING CONTRACT RENEWAL

THIS RENEWAL OF REFUSE and RECYCLING CONTRACT, made this _____ day of _____, 2009 by and between **VEOLIA ES Solid Waste of PA, Inc.** a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located on 6330 Route 219, Brockway, Pennsylvania, hereinafter referred to as "**CONTRACTOR**"

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THE CITY OF DUBOIS, a Pennsylvania municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, and having its office at 16 West Scribner Avenue, DuBois, Pennsylvania, hereinafter referred to as "**CITY OF DUBOIS**"

WITNESSETH:

WHEREAS the parties hereto currently have a Contract dated January 8, 2007 which terms expires on March 31, 2013; and

WHEREAS, the parties are agreeable to a renewal of this Contract for an additional five (5) years, commencing on April 1, 2013 and ending on March 31, 2018 under the same terms, rates and conditions; and

WHEREAS, the parties desire to reflect this renewal in writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, and in consideration of the terms and conditions stated herein, the parties agree as follows:

1. The parties herewith agree that the **CONTRACT** dated January 8, 2007 which expires on March 31, 2013 is

herewith renewed in its entirety for an additional five (5) year period, which shall expire on March 31, 2018.

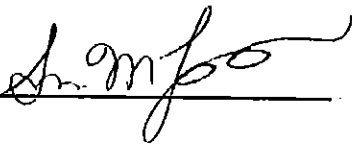
2. As part of the consideration, it is herewith agreed that all of the rates and requirements will remain the same and that there should be no increase during the renewal term by the said **CONTRACTOR**.
3. The said Agreement of January 8, 2007, and any addendums is incorporated herein and attached as Exhibit "A" to the within Agreement.
4. This Agreement shall be binding upon the parties hereto, their successors and assigns, and shall be construed under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

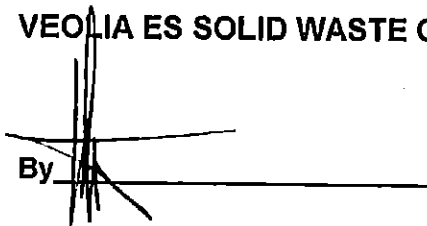
ATTEST:

VEOLIA ES SOLID WASTE OF PA, Inc.

By



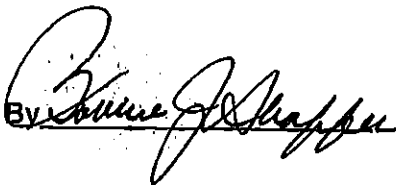
By



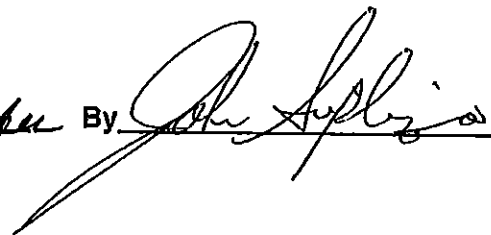
ATTEST:

THE CITY OF DUBOIS

By



By



CONTRACT

THIS CONTRACT, Made and entered into on this 8th day of January, (2008) by and between THE City of DuBois located in Clearfield County Pennsylvania, and Healie ES (hereinafter called the "Contractor").

WITNESSETH, That the Contractor and the City of DuBois for the consideration stated herein agree as follows:

1. **Term.** This Contract shall take effect on April 1, 2007, and remain in full force and effect until March 31, 2013 which includes year one of the initial term, and a five year renewal to begin immediately after the initial one year term. The contract may be renewed for successive five -year terms at the discretion and agreement of the City of DuBois and the Contractor with no less than a thirty-day notice prior to the end of the contract term.
2. **Scope.** The Contractor is granted the sole and exclusive right, to the extent provided for in the Contract Specifications, within the geographic area as described in the Contract Specifications and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide for the services as described in the Contract Documents.
3. **Component Parts of the Contract Documents.** The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:
 - A. Legal Notice
 - B. Instructions to Bidders
 - C. Specifications
 - D. Proposal
 - E. This Instrument (Contract)
 - F. Performance Bond
 - G. Worker's Compensation Affidavit
 - H. Indemnity Agreement
 - I. Non-Collusion Affidavit
 - J. Insurance Certification
 - K. CDL Compliance
 - L. Questionnaire
 - M. All other Certifications and Affidavits required to be submitted by the bid instructions or specifications.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor. This Contract is intended to conform in all respects to applicable statutes of the Commonwealth of Pennsylvania, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

This Contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. All of the terms and conditions of the Contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at _____, as of this 8th day of January, 2007

By: [Signature]
CITY OF DUBOIS

By: [Signature]
CONTRACTOR

And Frances L. Lias

Title: AREA MANAGER

Attest: Frances L. Lias

CONTRACT ADDENDUM

THIS ADDENDUM, Made and entered into on this 23rd day of November 23, 2009 by and between THE City of DuBois located in Clearfield County Pennsylvania, and Veolia ES Solid Waste of PA, Inc. (hereinafter called the "Contractor").

WITNESSETH, that the Contractor and the City of DuBois agree as follows:

Administrative Fee – Effective January 1, 2010 the Contractor shall pay to the City of DuBois a total contract administrative fee in the amount of \$5,000.00 per month. The payments consisting of four (4) quarterly payments in the amount of \$15,000.00 each shall be made payable to DuBois Community Days instead of The City of DuBois until otherwise directed by the City of DuBois on the first day of January, April, July, and October in each year of the contract. These payments shall be used for DuBois Community Days and or other activities at the discretion of the City Manager. This addendum does not create a new Administrative Fee but simply changes the amount of and the recipient of the Administrative Fee paid by the Contractor.

Friendship Volunteer Fire Company – Effective January 1, 2010 the Contractor shall provide waste collection and any requested recycling collection services to the Friendship Fire Company at 12 S Main St, DuBois, PA 15801

Little League Sponsorship – Effective January 1, 2010 the Contractor shall on a requested basis sponsor up to three (3) City of DuBois Little League teams each contract year.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents,
hereto affix our signatures and seals at CITY OF DUBOIS, as of this
day of NOVEMBER 23, 2009.

CITY OF DUBOIS

By: [Signature]

And: Frances L. Lewis

CONTRACTOR

By: [Signature]

Title: AREA MANAGER

Attest: [Signature]

CONTRACT ADDENDUM

THIS ADDENDUM, Made and entered into on this 2ND day of JANUARY, 2008 by and between THE City of DuBois located in Clearfield County Pennsylvania, and Veolla ES Solid Waste of PA, Inc.(hereinafter called the "Contractor").

WITNESSETH, that the Contractor and the City of DuBois agree as follows:

Administrative Fee - The Contractor shall pay to the City of DuBois a total contract administrative fee in the amount of \$4,400.00 per month. The payments consisting of four (4) quarterly payments in the amount of \$13,200.00 each shall be made payable to DuBois Community Days instead of The City of DuBois until otherwise directed by the City of DuBois on the first day of January, April, July, and October in each year of the contract. This addendum does not create a new Administrative Fee but simply changes the recipient of the Administrative Fee paid by the Contractor. This change was made because the City of DuBois was not ready to go to monthly billing when the contract was renewed.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at CITY OF DUBOIS as of this day of JANUARY 2ND, 2008.

CITY OF DUBOIS

By: John F. Sypzio

And: Scott L. French

CONTRACTOR

By: [Signature]

Title: Area Manager

Attest: [Signature]

CONTRACT

THIS CONTRACT, Made and entered into on this 8th day of January, (2007) by and between THE City of DuBois located in Clearfield County Pennsylvania, and Veolia ES (hereinafter called the "Contractor").

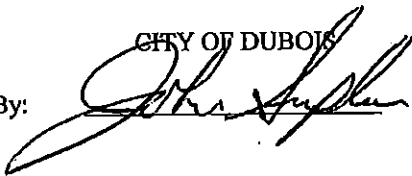
WITNESSETH, That the Contractor and the City of DuBois for the consideration stated herein agree as follows:

1. **Term.** This Contract shall take effect on April 1, 2007, and remain in full force and effect until March 31, 2013 which includes year one of the initial term, and a five year renewal to begin immediately after the initial one year term. The contract may be renewed for successive five -year terms at the discretion and agreement of the City of DuBois and the Contractor with no less than a thirty-day notice prior to the end of the contract term.
2. **Scope.** The Contractor is granted the sole and exclusive right, to the extent provided for in the Contract Specifications, within the geographic area as described in the Contract Specifications and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide for the services as described in the Contract Documents.
3. **Component Parts of the Contract Documents.** The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:
 - A. Legal Notice
 - B. Instructions to Bidders
 - C. Specifications
 - D. Proposal
 - E. This Instrument (Contract)
 - F. Performance Bond
 - G. Worker's Compensation Affidavit
 - H. Indemnity Agreement
 - I. Non-Collusion Affidavit
 - J. Insurance Certification
 - K. CDL Compliance
 - L. Questionnaire
 - M. All other Certifications and Affidavits required to be submitted by the bid instructions or specifications.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor. This Contract is intended to conform in all respects to applicable statutes of the Commonwealth of Pennsylvania, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

This Contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. All of the terms and conditions of the Contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at _____, as of this 8th day of January, 2007.

By: CITY OF DUBOIS


And Frances L. Lois

By: CONTRACTOR


Title: AREA MANAGER

Attest: Frances L. Lois

SPECIFICATIONS

The work and service to be provided under the contract shall consist of providing all equipment and labor for the weekly collection, transport, and disposal of residential municipal solid waste and items designated as recyclables from residential units in accordance with the City of DuBois Solid Waste and Recycling Ordinances. It shall also include equipment and labor for billing and collecting refuse and recycling fees.

Dumpster waste, commercial waste, and waste from industries is also included in the contract except to the extent that the City of DuBois may allow with prior permission small commercial and institutional establishments on special occasions to transport their own waste to the Greentree Landfill in Kersey, PA.

The area to be served includes the City of DuBois, Clearfield County Pennsylvania. While the City will not guarantee the accuracy of the number of refuse accounts we estimate combined residential dwelling units of 2,800.

1. **DEFINITIONS:**

Bulk Waste: all waste materials exceeding 40 pounds that are too large for collection in ordinary containers. Examples of bulk waste include: furniture, large appliances, bedding, carpeting, tires, etc. Bulk waste shall not consist of any items that may be packaged and disposed of using regular trash collection procedures. Bulk items less than 40 pounds each, numbering less than 3 items per week, easily lifted by one person, and proven not to damage the collection vehicle shall be included in regular unlimited trash collection.

Commercial: any establishment engaged in a non-manufacturing or non-processing business including, but not limited to, stores, markets, office buildings, restaurants, shopping centers, and theaters. For the purposes of these bidding and contract documents, multi-family dwellings,

hotels, motels, mixed use properties (combined business/residential on single parcel), and farms which use commercial dumpsters shall be considered commercial establishments. Does not include properties where primary permitted use is residential and accessory use is commercial (i.e., home occupations).

Contractor: the corporation, partnership, joint venture, individual, or other entity providing contract refuse and recycling collection under this contract.

Customer: the owner of any residential dwelling unit served by curbside refuse collection, or owner of a commercial business located within the City of DuBois. Each residential unit served by curbside or at-the-door collection shall be considered a collection site.

Dwelling Unit: one or more rooms on premises which have cooking facilities and are arranged for occupancy by one (1) person, two (2) or more persons living together, or one family. Each dwelling unit served by curbside or at-the-door collection shall be considered an individual customer.

Farm: a single parcel of land, which is used for normal agricultural purposes, of at least 10 acres which may include barns, greenhouses, and not more than three single family dwelling units.

Mixed Use: a single parcel of land that has a combined use of residential dwelling unit and commercial business where the permitted primary use is commercial and accessory use is residential.

Recyclables: the collection and separation of aluminum, steel, and bimetal cans; green, brown, blue, and clear glass; newsprint; #1 PET plastic bottles and #2 HDPE plastic bottles; domestic corrugated cardboard; and any other materials per the City of DuBois' Recycling Ordinances.

Refuse: all municipal waste which is regulated by State Act 101 and the Clearfield County Solid Waste Authority. For the purposes of this contract, the following categories of solid waste are exempt unless otherwise specified:

- a. bulk waste, including tires and appliances
- b. construction/demolition waste
- c. septage/sludge
- d. infectious/pathological waste
- e. friable asbestos waste
- f. source separated recyclable materials
- g. household hazardous waste
- h. oversized refuse items
- i. leaves
- j. unacceptable waste

Refuse Container Non-Dumpster: for residential curbside collection the containers shall be provided by the customers and shall be of the type and size specified by the City of DuBois' Solid Waste and Recycling Ordinances.

Residential Dwelling: the use of premises as a dwelling unit, served by curbside refuse collection, which includes detached single family dwellings, apartments, mobile homes, duplexes, and townhouses.

City: includes the municipality of the City of DuBois in Clearfield County, Pennsylvania.

Unacceptable Waste: unacceptable waste consists of the following categories of solid waste:

- a. hazardous waste
- b. residual waste (unless approved by Greentree landfill)
- c. unsterilized or unprocessed infectious or pathological waste
- d. chemotherapeutic waste
- e. gas cylinders
- f. explosives and ordnance materials
- g. liquid waste (i.e., containing less than 20% solids by weight or flowable)
- h. drums, barrels, and buckets unless lids have been removed and interiors cleaned and free of any residue
- i. radioactive materials
- j. any solid waste generated either outside of the City or within the municipality by a person other than a customer

2. COVERAGE:

This bid requests fees for weekly refuse and recycling collection, transport, and disposal from residential dwellings that have curbside collection, including single family detached dwellings, apartments, duplexes, mobile homes, and townhouses. In addition, the base level of service shall include semi-annual bulk waste collection and annual leaf collection as defined herein. Refuse, and recycling collection, transport, and disposal for commercial properties are also included in this contract.

3. TIPPING FEE ADJUSTMENTS:

There will be no rate adjustments during the term of this contract and any renewal periods for changes in tipping fees for waste disposal at Greentree Landfill, Kersey, PA. In the event after the start of this contract there are any newly created governmental taxes, or fees specifically associated with the per ton cost of waste disposal the City of DuBois will consider a rate adjustment specific to those fees.

All adjustments to the contract rate due to newly created governmental taxes, or fees specifically associated with the per ton cost of waste disposal changes in the tipping fee must be requested by the contractor after the specific governmental body finally adopts the change in the tax or fee, with implementation of the adjusted rate on or after the date of change in the tax or fee.

4. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

All municipal ordinances, county ordinances, laws of the Commonwealth of Pennsylvania, and of the federal government, and rules and regulations promulgated thereunder must be observed by the Contractor; including, but not limited to, Chapter 285, Pennsylvania Department of Environmental Resources - Municipal Waste Regulations. It is the Contractor's responsibility to be familiar with applicable laws, ordinances, rules, and regulations, and to comply with those requirements. Failure to comply with such mandates shall be deemed cause for termination of contract.

5. DISPOSAL SITE:

All refuse generated within the City of DuBois must be taken directly for disposal to the Greentree Landfill located in Kersey, PA. The City of DuBois has obtained Superfund Indemnification from Greentree Landfill along with guaranteed waste disposal capacity for all municipal waste generated within the City of DuBois associated with this contract. All recyclable materials collected in the City of DuBois must be delivered to a recycling facility owned by the Contractor. All leaves collected in the City of DuBois must be delivered to the Greentree Landfill, Kersey Pennsylvania for composting.

6. EXCLUSIVE USE OF VEHICLES:

In utilizing collection vehicles, the contractor may not mix refuse and recyclables collected under the terms of this contract with refuse and recyclables collected from other parties (i.e., non-participating municipalities). The Contractor shall be obligated to use collection vehicles exclusively committed to servicing those properties specified in the contract between the City of

DuBois and the Contractor. The purpose of this provision is to ensure that accurate records are maintained regarding the weight of the materials collected under the terms of the contract. The Contractor must provide monthly weigh slips to the City of DuBois to ensure proper compliance with and handling of refuse and recyclable materials. The Contractor shall provide monthly reports and weigh slips from certified scales for recyclables by type and quantity.

7. QUANTITY OF COLLECTION:

Unless otherwise stated, there shall be unlimited collection of refuse, recyclable materials, semi-annual bulk waste collection, and annual Leaf collection at residential dwellings located in the City, as specified within the terms of the contract between the City of DuBois and the Contractor. Special rates for Sr. Citizens and at-the-door customers shall be provided by the Contractor. Commercial establishments will be collected at a frequency rate requested by the customer.

8. MANNER OF COLLECTION:

Refuse containers and all materials for collection from dwelling units using individual refuse containers shall be placed within ten (10) feet of the curb. Where there is no curb immediately next to the paved portion of the roadway, refuse containers must be placed within the road right-of-way, as close to the roadway as possible without actually being on the roadway. In the case of a dispute, the City of DuBois shall decide as to the location to be selected for placing of containers by the customer. The customer shall provide clear and safe access to the collection containers.

All refuse shall be collected in a neat, clean, and professional manner. The Contractor shall load vehicles in such a manner as to prevent spillage. Any spillage shall be immediately cleaned up by the Contractor. The Contractor shall exercise every reasonable care in handling of refuse containers and shall not willfully break, deface, or injure the same. All refuse containers shall be handled as quietly as possible, being returned (not thrown) to the location where picked up, and all covers will be replaced on refuse containers. Recycling bins shall be placed upside-down after they are emptied.

With the exception of plastic bags, all refuse containers broken or destroyed in improper or careless handling of the same by the collector of material (normal wear and tear excepted) shall be replaced by the Contractor at his/her own expense.

9. FREQUENCY OF COLLECTIONS:

All collections from residential dwellings shall be made once a week during each calendar year of the contract period, essentially following the existing collection schedule. All changes to the existing schedule shall be approved by the City of DuBois Council.

When a holiday falls on a regular collection day, that collection will be rescheduled on a day selected by the City of DuBois, usually the next day following the holiday. Holidays may include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, First Day of Deer Season (the first Monday after Thanksgiving Day), and Christmas Day. There shall be no others without the prior approval of the City of DuBois. The Contractor shall be responsible for preparing and publishing in local media the holiday refuse collection schedules.

10. COLLECTION DAYS:

To avoid confusion to the customers, it is the intent of the City of DuBois that the Contractor essentially follows the existing collection schedule. That is, currently if a customer's refuse and recycling is collected on Monday; it will continue to be collected on Monday under the new contract. It is the sole responsibility of the bidder to determine what the collection day schedule is.

11. SCHEDULE DEVIATIONS:

In the event that as a result of mechanical breakdown, extraordinary weather, or other cause there is a likelihood of any delay or nonconformity to the collection schedule, the Contractor shall give immediate notice to the City of DuBois. Such notice shall not relieve the Contractor of liability for, nor impair the City of DuBois' rights under this bid with respect to such missed schedule.

Each bidder shall provide a plan explaining how the Contractor will deal with schedule deviations due to technical or natural problems. See Questionnaire.

12. MISSED PICK-UP:

In the event of any missed pick-up due to Contractor error, the Contractor shall collect from the missed locations within twenty-four (24) hours of notification. All calls relating to missed pick-ups which are received by the Contractor shall be reported to the City of DuBois and shall be logged by the Contractor and such log shall be available for inspection by the City of DuBois.

13. HOURS WHEN COLLECTIONS SHALL BE MADE:

For residential units using individual refuse containers, collections shall be made between the hours of midnight and noon, Monday through Friday prevailing time. When a holiday falls on a collection day and rescheduling is necessary, Saturday refuse and recycling service may be permitted with prior approval of the City of DuBois. For commercial units using a Contractor, and or customer provided refuse containers, collections shall be made between the hours of midnight and 2:00 PM, Monday through Saturday as needed by the commercial customer. Bidders should be advised that, currently, the Greentree Landfill in Kersey, PA is open 6:00 am to 4:00 pm Monday through Friday, 6:00 am to noon on Saturdays for refuse tipping, and leaf composting.

The Greentree Landfill is closed entirely on Sunday and on the following holidays during the term of the contract: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, First Day of Deer Season (the first Monday after Thanksgiving Day), and Christmas Day. The refuse 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 the emergency hours shall at all times be subject to approval of the City of DuBois.

14. REFUSE CONTAINERS:

All residential customers within the City of DuBois are required by the City to provide authorized refuse containers as defined by municipal ordinance, if their residential dwellings use individual refuse containers. For these properties, the containers shall not exceed a thirty gallon trash can or plastic bag size, and maximum weight of a filled container shall not exceed forty (40) pounds, and the maximum weight of a filled plastic bag shall be limited to such weight as will not cause the bag to break when lifted and carried to the Contractor's equipment. Tree trimmings, hedge clippings, and similar rubbish shall be cut in lengths not exceeding six (6) feet and no larger in diameter than four (4) inches, and shall be securely tied in bundles before being deposited for collection. All refuse containers or plastic bags shall be securely covered or tied, as the case may be.

All Commercial customers within the City of DuBois are required by the City to use commercial style dumpster containers provided by the Contractor unless the customer does not have room for such containers. In the case that the commercial customer does not have room for a commercial style dumpster container the customer is required to use a thirty gallon trash can or plastic bag size, and maximum weight of a filled container shall not exceed forty (40) pounds, and the maximum weight of a filled plastic bag shall be limited to such weight as will not cause the bag to break when lifted and carried to the Contractor's equipment. The Contractor provided container must be heavy duty steel construction with plastic, or metal lids, and meet NSWMA (National Solid Waste Management Association) standards for commercial containers.

15. INVESTIGATION AND REPORTING OF COMPLAINTS:

It will be the duty of the City of DuBois to investigate all complaints made by failure on the part of the customer within the City to comply with the provisions of the Ordinances requiring the use of refuse containers, the placing out of said vessels or receptacles for emptying by the Contractor, etc., and to report all violations to the appropriate municipal agency.

Should a customer have a complaint regarding the collection service (e.g., missed pickup, placement of container, damaged container, etc.) the first contact shall be with the Contractor. Should the issue remain unresolved at that level, the customer or Contractor may advise the City of DuBois of the problem. The decision of the City of DuBois shall be considered final and binding on both parties.

The successful Contractor shall agree to meet, on an as needed basis, with the City of DuBois to review complaints and/or general collection problems and procedures.

16. LICENSING:

The Contractor is responsible for obtaining all applicable licenses from the Pennsylvania Department of Transportation, and other regulatory agencies, including the Department of Environmental Protection (DEP) prior to the start of the contract period. These licenses shall be maintained during the term of the contract and any extension.

17. NON DISCRIMINATION:

In the hiring of employees for the performance of work under this contract no Contractor, or any person acting on behalf of such Contractor, shall by reason of race, color, religious creed, ancestry, age, sex, national origin, disability, or any other legally protected classification, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work for which the employment relates.

No Contractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under his/her contract on account of race, color, religious creed, ancestry, age, sex, national origin, disability, or any other legally protected classification.

18. LABOR AND EQUIPMENT:

The Contractor shall supply all labor, vehicles, tools, equipment, materials, and facilities (except non-dumpster refuse containers) for the collection, transport, and disposal of all refuse and recyclables in strict conformity with this contract. Equipment shall be maintained in good working order and shall be kept in a safe, clean, and sanitary condition. Refuse and recycling material shall be collected in vehicles which are suitable for such collection, which are dedicated for use in performance of such collections.

The Contractor is required to purchase a minimum of two new packer body style (model year 2007 or later) waste collection vehicles for this contract with a minimum gross vehicle weight of 73,280 pounds. The Contractor must also have a dedicated commercial recycling collection vehicle with a packer style body for the collection of commercial recycle materials. The successful contractor must show proof of ownership and delivery of these new vehicles within 20 days of being awarded the contract. Vehicles for the removal of such material shall meet all standards of the Pennsylvania Department of Environmental Protection, and Department of Transportation. Each vehicle shall have clearly visible on each side the identity of the Contractor, in a manner prescribed by the Pennsylvania Department of Environmental Protection and Department of Transportation, and shall have prominently displayed all mandated federal, state, county, and municipal licenses, permits, and identification signs. The vehicles shall be of metal, securely covered, watertight, strongly built, kept thoroughly cleansed and well painted. Open trucks or trucks covered with tarps will not be acceptable for the collection of weekly refuse. Open trucks may be used for the collection of bulk waste provided the truck is tarped, or otherwise covered to prevent spillage.

The Contractor shall ensure that during the collection process traffic is disrupted or blocked as little as possible. The Contractor shall provide an adequate number of vehicles and personnel for regular collection services and performance of the Contractor's obligations under this contract. The Contractor is required to have one spare (non-routed truck) waste and recycling collection vehicle for each waste and recycling collection vehicle used in this contract, this is equivalent to a minimum of three spare packer style vehicles.

It is the Contractor's responsibility to ensure that all requirements and/or standards for the equipment operator and other assigned personnel are met. Contractor must have prior experience in servicing similar municipal contracts with the same type of service specified for this Contract (see Questionnaire).

When performing neighborhood collection duties the contractor's personnel shall maintain a professional appearance, and be easily recognized as the Contractor's employees. All Contractor employees are required to be wear Contractor provided uniforms.

The Contractor's vehicles shall be stored in appropriately zoned districts when not in use. The Contractor shall specifically indicate in his/her bid where vehicles will be stored (see Questionnaire). The Contractor's vehicles shall have operable communications equipment to allow for necessary contact with the business office.

19. EXCLUSIVE RIGHT TO SUCCESSFUL BIDDER:

The exclusive right and privilege of collecting, transporting, and disposing of all refuse and recyclables from residential, and commercial units in the City will be given to the Contractor for residential dwelling units, and commercial establishments under the contract entered into between the City of DuBois and the Contractor, and said contract will provide that no person shall carry, convey, or transport through the streets, alleys, or public places of the City any of aforesaid material from residential dwelling units without being subject to the penalties prescribed by the

law of the state and ordinances of the City of DuBois, and the rules of the health departments of said City or State. The City of DuBois agrees on their part to prevent, as far as lawful, any person other than the Contractor from gathering, hauling, removing, or carrying any material from residential dwelling units, and commercial establishments within the City limits.

20. BUSINESS OFFICE:

The Contractor shall establish and maintain a permanent business office, and operations facility within a reasonable driving distance of the City of DuBois office located at 16 West Scribner Avenue for the duration of the contract period and any extension. The Contractor shall establish and maintain a current local or toll-free telephone listing which persons in the City may use to contact the Contractor during regular business hours, 8:00 am to 5:00 pm Monday through Friday, or another period approved by the City of DuBois. The Contractor shall also provide sufficient staffing to meet the needs of customers during the specified hours of operation. During non-business hours, the Contractor shall use an answering machine or service to receive customer messages and relay changes in collection schedules. The Contractor shall provide an acceptable office in the downtown area of the City of DuBois for payment of refuse bills and at no additional costs.

21. ON-SITE OPERATIONS MANAGER:

The Contractor shall provide a full-time on-site operations manager at the local office located within 10 driving miles of the City of DuBois office located on 16 West Scribner Avenue, DuBois, PA. This person shall have the authority to make decisions on behalf of the Contractor and be knowledgeable of all phases of operation within the contract specifications. The operations manager shall maintain a high level of communication with the City of DuBois.

22. INSPECTION OF VEHICLES:

The Contractor may be required to present his/her vehicles for inspection within the City limits at such reasonable time and place as may be selected by the City of DuBois.

23. RESPONSIBILITY OF CONTRACTOR:

The Contractor will be and is hereby responsible for any and all injury or damage to property or persons; or accidents which may occur to any person or persons in consequence of his/her act, or the acts of his/her agents, servants, or employees. Contractor agrees that liability and worker's compensation insurance shall be furnished protecting the City of DuBois against loss or injury occasioned by the acts of the Contractor, his/her agents, servants, or employees, in accordance with Section X, Insurance. The Contractor shall comply with the provisions of the current Worker's Compensation Act and any supplements or amendments thereto relative to worker's compensation insurance and shall furnish proof to the City of DuBois that s/he has accepted the provisions of said Act and either insured his/her liability thereunder or secured exemption therefrom. The Contractor shall indemnify and save harmless the City of DuBois against or from any and all cost, expense, damage, claim, demand, suit, injury, or loss to which the City of DuBois may be subjected by reason of any wrong-doing, misconduct, negligence, or fault of Contractor, his/her agents, servants, or employees in or about the execution or performance of the said contract.

24. DEDUCTIONS MADE FOR VACANT DWELLING UNITS:

There shall be no charge for residential dwelling units that are vacant for a period of not less than thirty (30) days and where the customer provides the Contractor or his/her designee with a minimum of ten (10) days advance notice of such vacancy.

There will be no cash reimbursements for vacant dwellings. All adjustments will be in the form of a credit to the customer's account.

25. BULK WASTE COLLECTION:

At a minimum, there will be one round of pick-ups for each customer route, semi-annually in the Spring and Fall of each contract year, which may be coordinated with the City of DuBois.

The specific timing of bulk waste collection and routing among the City shall be mutually determined by the City of DuBois and the Contractor. To provide residents with the opportunity to use this service, the selected dates shall be determined no less than one (1) months in advance.

Residents in the pick-up areas shall receive advance notice of the bulk waste collections. There shall be no obligation for the Contractor to return to a property for a "missed" pick-up if such is a result of the resident failing to heed the notice provided. Disposal of such bulk waste shall be the responsibility of the resident. Residents may negotiate with the Contractor for pick-up of "missed" bulk waste, or bulk waste pick-ups other than during collection periods.

It is the intent of the City of DuBois to prevent the abuse of bulk waste collections by non-customers. Inasmuch, during the semi-annual bulk waste collections, the Contractor shall limit the collection from each customer to one (1) of each type of household appliance collected, including, but not limited to, the following types: refrigerators, freezers, stoves, ovens, dishwashers, washing machines, dryers, air conditioners, and water heaters. The Contractor shall notify the City of DuBois of all occurrences where appliances are not collected due to an excess in the allowable number of appliances per type per customer.

In the event of a difference of opinion by the Contractor and the customer as to what material constitutes bulk waste and what material may be collected during normal weekly household collection, the City of DuBois shall be consulted. Interpretation by the City of DuBois or his/her designee shall be final and shall be accepted by both parties.

The Contractor must collect bulk waste properly prepared and situated at the curb within the designated time.

26. RECYCLING:

The Contractor shall collect and remove all recyclable materials which are segregated and placed

in or adjacent to recycling containers at the curbside on streets with public access from all residential dwelling units covered in this contract.

Collection of residential recyclable materials will be once a week on the same day of the week as household refuse collection. Recyclables shall be transported to the Contractor's owned recycling processing facility. No materials placed out for collection as recyclables shall be disposed of as refuse. Collection of recyclable materials for Commercial establishments shall be made on an as needed basis as specified by the customer using Contractor provided containers.

The proposal shall include the utilization of a recycling truck purchased by the City of DuBois and leased to the Contractor. The contractor is required to provide a maintenance schedule, and storage site of the City of DuBois vehicle as part of their proposal. In utilizing collection vehicles, the contractor may not mix refuse and recyclables collected under the terms of this contract. The City of DuBois will lease to the Contractor for the sum of \$1.00 a residential recycle collection truck to be used for residential recycle collection in the City of DuBois.

27. LEAF COLLECTION:

The City of DuBois desires to provide for disposal of discarded leaves in an environmentally acceptable manner through this contract. The Contractor shall provide for a special collection as deemed necessary by the City of DuBois during the month of November and or December to allow customers to recycle Leaves. Leaves should be delivered to the Greentree Landfill, Kersey, PA for composting. The Contractor shall be prepared to provide all equipment and labor required for the task. Any leaves placed out for collection before or after the designated recycling time shall be disposed of as normal refuse at no extra charge to the customer.

28. SPECIAL RATES:

The City of DuBois is interested in providing a one half (50% of the rate of regular waste collection service) special rate for Sr. Citizens, and other special cases for individuals meeting requirements specified below:

- Individuals comprising a single family unit, who are of the age of 65 years or over may, upon

- Application made with the refuse contractor, be granted services at the special rate, if said individuals do not receive any income from any kind of employment.
- Any widow who is head of a family unit, regardless of age, who is not gainfully employed and who's only income, would be social security or railroad retirement benefits or who is receiving assistance from the Pennsylvania Department of Assistance, upon application made to the refuse contractor, may be granted services at the special rate.

The special rate shall not apply to the collection of recyclable materials. Customers are encouraged to recycle materials designated by the City of DuBois.

29. AT-THE-DOOR COLLECTION:

The Contractor shall provide customers with the option of paying an additional fee for collecting refuse placed at the house rather than at the curb. All bidders are required to include in their bid a flat per unit rate for at-the-door collection. The additional charge for at-the-door collection, as bid by the Contractor, shall be added to the base bill for the appropriate residence and billed and collected by the Contractor in the same manner as other charges. The customer shall provide a clear and safe access to the collection containers.

The contractor is also advised that during the current contract period, an average of 40-50 elderly and/or infirmed customers have received at-the-door service for recycling at no extra charge.

30. MODIFICATION OF CONTRACT:

This contract and the specifications herein contained may be modified and changed from time to time, as may previously be agreed upon in writing, between the parties hereto, in a manner not materially affecting the substance hereof provided, however, that the consent of the City of DuBois. As necessary, the City will amend applicable ordinances to conform to the contract awarded.

31. EXTENSION OF CONTRACT:

At the sole discretion of the City of DuBois this contract and specifications herein contained may

be extended by mutual agreement of both parties that the request to extend the contract be given by the Contractor to the City of DuBois no less than 30 days in advance of the current contract term expiration. During the extension period, if any, the terms and conditions of the contract shall remain in effect. This contract can be renewed for successive five-year terms by mutual agreement of both parties at anytime prior to the expiration of the initial one-year term.

32. CANCELLATION OR TERMINATION OF CONTRACT:

If the work under this contract shall be abandoned by the Contractor, or if at any time the City of DuBois shall be of the opinion, and so certify in writing (which certificate shall be final, binding, and conclusive on the Contractor), that the performance of the contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract, or the specifications thereof, or is executing the same in bad faith, or not in accordance with the terms thereof, the City of DuBois or its designee may cancel and terminate this contract by five (5) working days prior written notice setting forth the Contractor's violations.

The said notice shall be served upon the Contractor personally or by delivering it to the Contractor's residence or office. The Contractor shall have a period of five (5) working days from receipt of such notice to correct the deficiencies or violations; and should the Contractor fail to make such corrections within such time, and in event the contract may be canceled by the City of DuBois, the City of DuBois shall then enforce the provisions of the Performance Bond furnished by the Contractor. The City of DuBois shall also have the right in the event of such default to have the contract performed by another contractor, and have damages assessed against the Contractor and/or the Contractor's surety.

33. AUTHORIZING CITY OF DUBOIS TO PERFORM CONTRACT:

If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms, and the City of DuBois decides not to cancel and terminate this contract as provided in the previous clause, the City of DuBois shall have the power and is hereby authorized

to perform or cause or procure to be performed such part of the work as the Contractor shall fail to perform at the expense of the Contractor, and to deduct such expenses and collect the cost of same out of the Performance Bond filed by the Contractor, in any legal proceedings, or any loss by reason thereof or both, at the sole option of the City of DuBois.

34. CORRESPONDENCE:

Any mass mailings (e.g., flyers, brochures, billings, etc.) between the Contractor and the customers must first be approved by the City of DuBois prior to distribution by the Contractor.

35. INDEMNITY:

The Contractor shall be responsible for any loss, personal injury, death, and/or other damage that may be done to or suffered by any employees of the Contractor or any other persons in connection with the operations to be carried out pursuant to this contract and shall indemnify and save the City of DuBois and/or any of their officers, agents, or servants harmless against any claims for any such loss, injury, death, and/or other damages including cases of loss, injury, and/or damages for which either or both of the parties hereto may or shall be liable.

Any person or persons under the direction or control of the Contractor or his/her agents or servants, or any person or persons performing the duties of the Contractor which arise pursuant to these specifications or the contract, shall be deemed to be employees of the Contractor.

36. CONTRACT SPECIFICATIONS:

These specifications shall be deemed to be incorporated into and part of the contract between the Contractor and the City of DuBois.

37. BIDDERS' RESPONSIBILITY AS TO NUMBER OF DWELLING UNITS:

The City will require, by municipal ordinance, the participation of all residential dwellings, and commercial units (as defined herein) in the refuse and recycling collection programs.

Customers shall be afforded the opportunity to select service options (unlimited, special rate, at-the-door) no less than thirty (30) days prior to the start of the contract, and at any time during the contract period with ten (10) working days' notice.

All bidders are advised and cautioned that the City of DuBois makes no warranty as to the number of residential and commercial units dwelling units within the City of DuBois now or at any time in the future. It will be the responsibility of the successful bidder to ascertain the number of residential dwellings, and commercial units, current level of service, and collection day.

38. PUBLIC INFORMATION AND ADVERTISING:

Prior to the effective date for the Contractor to begin collection of residential refuse and recyclables under the contract, the Contractor shall develop and disseminate a public notice approved by the City of DuBois. This public notice shall include the schedules for pickup of both residential, and commercial refuse and/or recyclables; 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 requested to be incorporated in this public notice by the City of DuBois. This notice shall, at minimum, be advertised three (3) times prior to the commencement of the contract. This public notice shall be at least the size of a quarter page of newspaper or, if less, as approved by the City of DuBois. It shall be published in a local paper as directed by the City of DuBois prior to the commencement of the contract period in accordance with the above schedule

The Contractor shall coordinate and cooperate with the appropriate officials of the City of DuBois on the preparation and content of all advertisements and informational brochures relating to contracted services.

39. BILLING AND PAYMENT SYSTEM:

Billing Requirements - The Contractor shall be responsible for preparing and issuing bills to customers and for receiving payments. There shall be no more than three (3) months between billings for residential customers, and no more than one (1) month between billings for commercial accounts. The Contractor's bills to the customers shall include all costs required for the collection, and disposal of refuse, and or the collection and processing of recyclable materials. The Contractor's bills to the customers shall be mailed contained within an envelope that displays the Contractor's name and local business office address as the sender. The Contractor's bills to the customers shall not be a postcard, and or a coupon book. The Contractor shall provide a return envelope for the customer to remit payment. The customer bill shall specify the type of service selected (unlimited, special rate, recycling, and/or at-the-door, commercial). In addition, the billing format shall allow for printed messages to alert customers to holiday schedule changes, special collections such as bulk waste and leaves, and helpful service information. All bidders are required to include in their bid a copy of a sample customer bill and detailed description of billing procedures, including but not limited to: frequency of billing, form of billing, and delinquency collection practices. See Questionnaire.

Collections – The Contractor agrees that all charges and collections for the collections, removal, disposal of garbage, refuse, and waste, waste matter, and recyclable materials, shall be collected solely by the Contractor without any liability or responsibility therefore on the part of the said City. Contractor will be obligated to pick up and remove all refuse, garbage, rubbish, trash, and recyclable materials from every designated site in the City of DuBois regardless of whether or not the bill of the individual customer is current. However, nothing in this agreement will prevent the Contractor from collecting payment from the customer through any legal manner.

Administrative Fee – The Contractor shall pay to the City of DuBois a total contract administrative fee in the amount of \$4,400.00 per month. The payments consisting of four (4) quarterly payments in the amount of \$13,200.00 each shall be made to the City of DuBois on the

first day of January, April, July, and October in each year of the contract, with the exception of the payment for the second quarter of 2007 which shall be due by January 31, 2007.

For any extension of the contract, the amount of the Administrative Fee shall be determined by the City of DuBois but in any case will not be less than \$4,400.00 per month required in the initial contract term. The amount of the Administrative Fee shall be furnished to the Contractor prior to his/her deadline for submitting a request for extension of the contract.

Suspension of Service - Contractor will be obligated to pick up and remove all refuse, garbage, rubbish, trash, and recyclable materials from every designated site in the City of DuBois regardless of whether or not the bill of the individual customer is current. However, nothing in this agreement will prevent the Contractor from collecting payment from the customer through any legal manner.

Checks Returned for Non-Sufficient Funds (NSF) - The Contractor may require that payment only in the form of cash, cashier's check, or money order be imposed upon customers who have paid with an NSF check.

Fees for Special Collections - The City of DuBois shall retain the right to add fees for special collections to customer bills during the course of the contract or any extension thereof. These special fees shall be billed for and collected from customers by the Contractor on behalf of the City of DuBois. In the event that the City of DuBois exercises this option, the customer bill shall contain a separate billing line for the fee, which shall be labeled in a manner to be determined by the City of DuBois. The billing message portion of the customer bill shall also contain an explanation regarding the special fees; the City of DuBois shall provide the language for this explanation to the Contractor. The Contractor shall remit to the City of DuBois the total of such fees collected from customers served by the contract; the schedule for remitting these fees shall be determined by the City of DuBois. The City of DuBois shall give the Contractor a minimum of ninety (90) days' notice if a special collection fee is to be added to customer bills.

40. **FREE SERVICES:**

The Successful bidder (Contractor) shall provide additional free services to the following locations:

1. Disposal of all City of DuBois street refuse cans.
2. Disposal of all City of DuBois parking lot refuse cans.
3. Disposal and recycling service for the City of DuBois Library.
4. Disposal and recycling service for each Fire House located in the City as follows at the following frequency and can be changed at anytime.
 - 3rd Ward Fire Hall – 4 yard container serviced two times per week.
 - 5th Ward Fire Hall – 2 yard container serviced two times per week.
 - 4th Ward Fire Hall – 1 yard container serviced two times per week.
 - Volunteer Fire Hall – 1 yard container serviced two times per week.
5. City Municipal Building located at 16 West Scribner Avenue – 6 six yard container serviced two times per week.
6. DuBois City Playgrounds – Two (2) Six (6) cubic yard containers picked up five times per week for each container.
7. DuBois City Garage – 4 yard container serviced two times per week.
8. Disposal service at Juniata Lake (Tannery Dam) from June 1 through August 31.
9. DuBois Little league Field - One (1) Six cubic yard container serviced up to five times per week.

The Contractor shall pick up, empty and dispose of material from these containers on an as needed basis, as determined by the Director of Public Works.

SPECIAL CONTAINER: Contractor will offer to the “RESIDENTIAL” customers of the City of DuBois, up to twenty (20) “FREE” 30 or 40 cubic yard roll off containers, the first Wednesday of each month, from 7:00 A.M. to 3:00 P.M.. This container shall be placed at the City Garage, 10 Parkway Drive, enabling residents to dispose of any items whatsoever (excludes construction and demolition material such as shingles) “FREE OF CHARGE”. Contractor will dispose of collected refuse from container as often as

required at no cost to the City of DuBois or its residents.

DEMOLITION CONTAINER: Contractor will provide up to twenty (20) "FREE" 30 or 40 cubic yard roll off containers annually for the demolition of undesirable structures in the City of DuBois.

10. Free service for the Relay of Life Event held at Mansell Stadium each year.
11. Free service for the American Diabetes Walk held at Mansell Stadium each year.
12. Free Container service for the Reitz Theatre, 8 cubic yard container picked up weekly..
13. Free Roll Off Service for Habitat for Humanity projects that take place inside the City of DuBois.
14. Free Roll Off Container service and up to 100 garbage containers for the annual Community Days festival.
15. Free Roll Off Container service for the St. Michaels Church Festival.
16. Free two or four cubic yard container service for DuBois Area United Way Facility.

41. SUBLETTING OR ASSIGNING THE CONTRACT:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract, or any portion thereof, or of his right, title or interest therein for any reason. In the event that the Contractor should experience an ownership change, the Contractor shall not sell, transfer, assign or otherwise dispose of the contract, or any portion thereof, or of his right, title or interest therein without the prior written consent of the City of DuBois.

42. BASIS OF AWARD:

The City of DuBois will award the contract for residential, and commercial collection of refuse, recycling, bulk waste, and leaves on the basis of compliance with the Request for Bids requirements; and determination of the most responsible bidder. Determination of the most responsible bidder will be at the sole discretion of the City of DuBois. The City of DuBois will

use information from the bid price, Contractor experience with municipal contracts, and information derived from the required questionnaire. The City of DuBois reserves the right to accept or reject any and all bids, to waive any inconsistencies in, or to accept the bid(s) deemed most advantageous to the City of DuBois, without notification to the bidder or reason for rejection.


43. TERM OF CONTRACT:

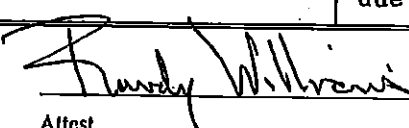
The refuse and recycling collection services to be provided under the contract shall be for twelve (12) months commencing on April 1, 2007 and ending on March 31, 2008.

(END OF BIDDING SPECIFICATIONS)

RESIDENTIAL BID PRICE FORM

Bid Prices constitute fixed prices per residence per month for the entire contract period. Enter bid prices in appropriate boxes.		04/01/07 – 03/31/08
UNLIMITED WEEKLY REFUSE COLLECTION	Total Refuse Cost <u>Per Month</u>	\$14.40
SPECIAL RATE UNLIMITED WEEKLY REFUSE COLLECTION (50% of above rate)	Total Refuse Cost <u>Per Month</u>	\$7.20
PER BAG RATE FOR REFUSE COLLECTION	Total Refuse Cost <u>Per Bag</u>	\$2.55 per bag
UNLIMITED WEEKLY RECYCLING COLLECTION	Total Recycling Cost <u>Per Month</u>	\$2.81
BACK DOOR OR AT-THE-DOOR WEEKLY REFUSE COLLECTION Additional fee per month for non-curb collection of refuse only		\$5.00
LATE FEE Penalty for late payment - show <u>either</u> dollar amount or percentage of delinquent balance		\$5.00 for delinquent balances 60 days past due.


 Bidder's Signature
 Ed Yahner, Area Manager
 Bidder's Title
 January 5, 2007
 Date


 Attest
 Veolia ES Solid Waste of PA, Inc.
 Company Name
 814-265-1975
 Phone Number

04/01/07 – 03/31/08

COMMERCIAL CONTAINER PRICING SCHEDULE FOR WASTE COLLECTION
INSERT TOTAL MONTHLY COST FOR EACH CONTAINER IN SPACES BELOW

CONTAINER	FREQUENCY OF PICK – UP DAYS PER WEEK						
SIZE	<u>1X</u>	<u>2X</u>	<u>3X</u>	<u>4X</u>	<u>5X</u>	<u>6X</u>	<u>TOTAL</u>
TWO YARD	<u>80.79</u>	<u>133.93</u>	<u>194.50</u>	<u>196.00</u>	<u>197.00</u>	<u>198.00</u>	<u>1000.22</u>
THREE YARD	<u>105.09</u>	<u>165.81</u>	<u>166.00</u>	<u>167.00</u>	<u>168.00</u>	<u>169.00</u>	<u>940.90</u>
FOUR YARD	<u>119.04</u>	<u>196.63</u>	<u>277.41</u>	<u>278.00</u>	<u>279.00</u>	<u>280.00</u>	<u>1430.08</u>
SIX YARD	<u>150.92</u>	<u>249.78</u>	<u>342.24</u>	<u>442.16</u>	<u>544.19</u>	<u>545.19</u>	<u>2274.48</u>
EIGHT YARD	<u>193.44</u>	<u>316.73</u>	<u>437.90</u>	<u>559.07</u>	<u>679.17</u>	<u>807.79</u>	<u>2994.10</u>
TEN YARD	<u>196.00</u>	<u>197.00</u>	<u>198.00</u>	<u>199.00</u>	<u>200.00</u>	<u>201.00</u>	<u>1191.00</u>

04/01/07 – 03/31/08

COMMERCIAL CONTAINER PRICING SCHEDULE FOR RECYCLE COLLECTION
INSERT TOTAL MONTHLY COST FOR EACH CONTAINER IN SPACES BELOW

CONTAINER	FREQUENCY OF PICK DAYS PER WEEK						
SIZE	<u>1X</u>	<u>2X</u>	<u>3X</u>	<u>4X</u>	<u>5X</u>	<u>6X</u>	<u>TOTAL</u>
TWO YARD	<u>51.84</u>	<u>52.00</u>	<u>53.00</u>	<u>54.00</u>	<u>55.00</u>	<u>56.00</u>	<u>321.84</u>
THREE YARD	<u>61.98</u>	<u>63.00</u>	<u>64.00</u>	<u>65.00</u>	<u>66.00</u>	<u>67.00</u>	<u>386.98</u>
FOUR YARD	<u>72.70</u>	<u>74.00</u>	<u>75.00</u>	<u>76.00</u>	<u>77.00</u>	<u>78.00</u>	<u>452.70</u>
SIX YARD	<u>87.62</u>	<u>155.90</u>	<u>156.00</u>	<u>156.00</u>	<u>156.00</u>	<u>156.00</u>	<u>867.52</u>
EIGHT YARD	<u>118.59</u>	<u>214.79</u>	<u>158.00</u>	<u>159.00</u>	<u>160.00</u>	<u>161.00</u>	<u>971.38</u>
TEN YARD	<u>119.00</u>	<u>120.00</u>	<u>121.00</u>	<u>122.00</u>	<u>123.00</u>	<u>124.00</u>	<u>729.00</u>



In accordance with the refuse contract of 2018 between the City of DuBois and Waste Management, Waste Management has the right to raise the garbage collection fee annually.

In an agreement with the City of DuBois, Waste Management elected not to increase the rates (since 2019) for the last several years.

Unfortunately, due to the rising cost of fuel and other expenses, we have no choice but to raise the rate of all **residential** garbage by \$2 monthly starting January 1, 2023.

We apologize for this inconvenience and appreciate your business



May 10, 2022

City of DuBois
16 Schribner Ave
DuBois, PA. 16801

Re: Contract Price Increase Proposal: .

Dear Herm and City Council Members:

Thank you for giving Waste Management of Pennsylvania, Inc. the opportunity to continue providing collection and disposal of residential solid waste in the **City of DuBois**. We have enjoyed our relationship with your community over the past years and have put forth our best effort to build upon that relationship moving forward. We believe we have earned and maintained our outstanding reputation over the years by providing the residents of **The City of DuBois** with dependable and high-quality service.

Your review and consideration of our proposal to increase the current pricing for both Residential and Commercial collection, is greatly appreciated. If acceptable, please sign & date this copy and return to my attention.

Should you have any questions or concerns, please feel free to reach me at 412-215-5652.

Sincerely,

Bob Burdzy

Municipal Marketing Representative
Waste Management of Pennsylvania, Inc.
625 Cherrington Parkway
Moon Twp., PA 15108
Cellular: 412-215-5652



To: The Council of the City of DuBois

Proposal:

Waste Management of Pennsylvania, Inc
625 Cherrington Pkwy
Moon Township, PA. 15108

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and disposal for the City of DuBois, does hereby offer to perform such services on behalf of the City of the type and quality and in the manner described and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth.

Terms and conditions of this contract extension to coincide with the original contract

	<u>Monthly Per Unit</u>	<u>Senior Rate</u>
Year 1 (1/1/2023)	\$21.50	\$15.50
Year 2 (1/1/2024)	\$22.00	\$17.00
Year 3 (1/1/2025)	\$22.50	\$18.50
Year 4 (1/1/2026)	\$23.00	\$20.00
Year 5 (1/1/2027)	\$23.50	\$21.50

Effective 7/1/2022 - Commercial Rate (per attached rate sheet), will increase.

- Above rate includes Regular Waste and Recycle material collection

Waste Management of Pennsylvania, Inc.

Bob Burdzy
Municipal Marketing Representative



IF ACCEPTED BY THE City of DuBois:

Date of Acceptance: June 2, 2022 - Noted as part of Contract

A handwritten signature in black ink, appearing to be 'A. A.', written over a horizontal line.

Authorized City Representative

CITY OF DUBOIS

July 1, 2022

CITY OF DUBOIS PRICING FOR COMMERCIAL CONTAINERS

FRONT & REAR LOAD WASTE REMOVAL PRICING

ALL PRICING IS DIRECTLY FROM THE WASTE REMOVAL CONTRACT

TRASH REMOVAL

CONTAINER SIZE	EOW	FREQUENCY OF PICK - UP					
		1	2	3	4	5	6
1	\$58.72	\$103.80	\$172.07	\$249.89	\$327.74	\$405.57	\$483.40
2	\$75.29	\$133.08	\$220.60	\$320.38	\$420.18	\$519.96	\$619.75
3	\$94.55	\$173.10	\$273.12	\$388.67	\$504.20	\$623.26	\$749.32
4	\$112.04	\$196.08	\$323.77	\$456.94	\$588.26	\$728.31	\$878.87
6	\$140.06	\$248.59	\$411.43	\$563.73	\$728.31	\$896.38	\$1,062.69
8	\$175.08	\$318.63	\$521.71	\$721.30	\$920.89	\$1,118.71	\$1,330.57

RECYCLING CONTAINER SIZE

CONTAINER SIZE	EOW	FREQUENCY OF PICK - UP					
		1	2	3	4	5	6
1	\$35.74	\$63.02	\$117.75	\$172.48	\$227.22	\$281.95	\$336.68
2	\$46.18	\$78.34	\$142.75	\$207.15	\$271.56	\$335.96	\$400.37
3	\$56.62	\$93.66	\$167.74	\$241.82	\$315.89	\$389.97	\$464.04
4	\$66.76	\$109.86	\$196.06	\$282.26	\$368.45	\$454.65	\$540.85
6	\$80.83	\$132.41	\$235.59	\$338.77	\$441.96	\$545.14	\$648.33
8	\$106.90	\$179.21	\$323.83	\$468.46	\$613.08	\$757.70	\$902.31



CITY OF DUBOIS CONTRACT RENEWAL

APPENDIX A

March 26, 2018

The City of DuBois
16 West Scribner Avenue
DuBois, Pennsylvania 15801

Dear Herm,

Effective July 1, 2018 also included is comparative analysis with other communities receiving similar services as follows:

Regular Waste and recycling Services: Effective July 1, 2018
City of DuBois New Rate:
\$19.50 per month

Sr. Citizen Waste and Recycling Services: Effective July 1, 2018
City of DuBois New Rate:
\$12.50 per month

Future rates for Regular service will increase \$.50 per month each year,
Future rates for Sr. Citizens will increase \$1.50 per month each year.

Commercial rates will increase 10% per month effective April 1, 2018 again this is the first rate adjustment in over 10 years. Future rate increases may be proposed annually and must be approved by the City of DuBois.

Monthly Residential \$24.00
 Monthly Senior Residential \$14.00 At Least 62 years of age with no full time working residents
 Residential Recycle \$3.50

TRASH REMOVAL

FREQUENCY OF PICK - UP

CONTAINER SIZE	<u>EOW</u>		<u>1</u>		<u>2</u>		<u>3</u>		<u>4</u>		<u>5</u>		<u>6</u>	
	Code	Rate	Code	Rate	Code	Rate	Code	Rate	Code	Rate	Code	Rate	Code	Rate
1	D1W	\$66.51	D11	\$117.56	D12	\$194.89	D13	\$283.03	D14	\$371.20	D15	\$459.35	D16	\$547.50
2	D2W	\$85.28	D21	\$150.72	D22	\$249.85	D23	\$362.86	D24	\$475.89	D25	\$588.91	D26	\$701.93
3	D3W	\$107.08	D31	\$196.05	D32	\$309.33	D33	\$440.20	D34	\$571.06	D35	\$705.90	D36	\$848.67
4	D4W	\$126.90	D41	\$222.08	D42	\$366.70	D43	\$517.53	D44	\$666.26	D45	\$824.89	D46	\$995.40
6	D5W	\$158.63	D61	\$281.55	D62	\$465.99	D63	\$638.48	D64	\$824.89	D65	\$1,015.23	D66	\$1,203.60
8	D6W	\$198.29	D81	\$360.88	D82	\$590.89	D83	\$816.94	D84	\$1,042.99	D85	\$1,267.05	D86	\$1,507.00

RECYCLING

FREQUENCY OF PICK - UP

CONTAINER SIZE	<u>EOW</u>		<u>1</u>		<u>2</u>		<u>3</u>		<u>4</u>		<u>5</u>		<u>6</u>	
	Code	Rate	Code	Rate	Code	Rate	Code	Rate	Code	Rate	Code	Rate	Code	Rate
1	R1W	\$40.48	R11	\$71.37	R12	\$133.36	R13	\$195.36	R14	\$257.35	R15	\$319.34	R16	\$381.32
2	R2W	\$52.30	R21	\$88.73	R22	\$161.67	R23	\$234.62	R24	\$307.56	R25	\$380.51	R26	\$453.46
3	R3W	\$64.13	R31	\$106.08	R32	\$189.98	R33	\$273.88	R34	\$357.78	R35	\$441.68	R36	\$525.57
4	R4W	\$75.62	R41	\$124.43	R42	\$222.06	R43	\$319.68	R44	\$417.31	R45	\$514.94	R46	\$612.56
6	R6W	\$91.55	R61	\$149.97	R62	\$266.83	R63	\$383.69	R64	\$500.56	R65	\$617.42	R66	\$734.30
8	R8W	\$121.07	R81	\$202.97	R82	\$366.77	R83	\$530.58	R84	\$694.37	R85	\$858.17	R86	\$1,021.95



July 18, 2022

City of DuBois
16 Schribner Ave
DuBois, PA. 15801

Re: Contract Price Increase Proposal

Dear Herm and City Council Members:

Thank you for giving Waste Management of Pennsylvania, Inc. the opportunity to continue providing collection and disposal of residential solid waste in the City of DuBois. We have enjoyed our relationship with your community over the past years and have put forth our best effort to build upon that relationship moving forward. We believe we have earned and maintained our outstanding reputation over the years by providing the residents of The City of DuBois with dependable and high-quality service.

Your review and consideration of our proposal to increase the current pricing for both Residential and Commercial collection, is greatly appreciated. If acceptable, please sign & date this copy and return to my attention.

Should you have any questions or concerns, please feel free to reach me at 412-215-6652.

Sincerely,

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Bob Burdzy

Municipal Marketing Representative
Waste Management of Pennsylvania, Inc.
625 Cherrington Parkway
Moon Twp., PA 15108
Cellular: 412-215-6652



To: The Council of the City of DuBois

Proposal:

Waste Management of Pennsylvania, Inc
625 Cherrington Pkwy
Moon Township, PA. 15108

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Terms and conditions of this contract extension to coincide with the original contract

	<u>Monthly Per Unit</u>	<u>Senior Rate</u>
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Year 3 (1/1/2025)	\$24.00	\$17.00
Year 4 (1/1/2026)	\$25.00	\$18.00
Year 5 (1/1/2027)	\$26.00	\$19.00

- Above rate includes Regular Waste and Recycle material collection

Waste Management of Pennsylvania, Inc.

Bob Burdzy
Municipal Marketing Representative



IF ACCEPTED BY THE City of DuBols:

Date of Acceptance:

Authorized City Representative