

CONTRACT

This AGREEMENT is made this 24th day of November, 2025, by and between **PENN WASTE, INC.**, hereinafter referred to as "Contractor," and **the BOROUGH OF SEVEN VALLEYS**, York County, Pennsylvania, hereinafter referred to as "Borough," who, in consideration of the mutual promises hereinafter contained, do hereby agree as follows:

1. Contractor, under, pursuant to and in strict and full compliance with the Specifications for the collection and disposal of solid waste and refuse, a copy of which is attached hereto and made a part hereof as if fully set forth, shall furnish all labor, equipment and appliances to collect and dispose of all garbage, ashes, refuse, paper and other debris and solid waste in and from the Borough of Seven Valleys, York County, Pennsylvania, and shall collect and dispose of the same for the term of three (3) years beginning January 1, 2026, and ending December 31, 2028. This shall include billing service to all households within the Borough of Seven Valleys.

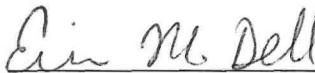
2. Contractor shall bill all households the sum as set forth in "Bid Option 2" for the Three year Contract, a copy of which is attached hereto, payable in semi-annual installments due on January 1 and July 1 of each year or on a quarterly basis on January 1, April 1, July 1 and September 1 of each year of this contract. Contractor shall notify Borough of all delinquent payments which are not made within 30 days of the date due. Contractor shall not discontinue service to any household due to non-payment, and Contractor shall be responsible collect any non-payment by owners.

3. This Contract shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, assigns and successors.

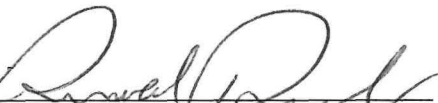
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement on the date and year first above written.

ATTEST:

PENN WASTE, INC.


Erin M. Dell
Municipal Administrator

By:

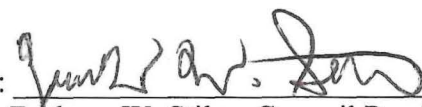

Ronald Tudor, District Manager

ATTEST:

BOROUGH OF SEVEN VALLEYS


Todd A. Zeigler, Asst. Secretary

By:


Zachary W. Stiles, Council President

SUBMITTED BY:

Penn Waste Inc.
Corporation, Partnership, Individual (PRINT)

10/31/25
Date

Ronald Tudor - District Manager
Print Name & Title of Signer

10/31/25

ATTEST: Erin M. Dell - Erin M. Dell

[Signature]
Signature

10/31/25
Date

ACCEPTED/AWARDED BID OPTION 2 BY SEVEN VALLEYS BOROUGH:

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 3rd day of

November 2025.

ATTEST:

SEVEN VALLEYS BOROUGH

Todd A. Zeigler
Todd A. Zeigler
Borough Treasurer/Asst. Borough Secretary

Zachary W. Stiles
Zachary W. Stiles
President, Borough Council

**SPECIFICATIONS FOR COLLECTION
AND DISPOSAL OF REFUSE IN THE
BOROUGH OF SEVEN VALLEYS**

GENERAL

The Contractor shall, once each week, collect, remove and dispose of refuse from all dwellings, municipal and public buildings, schools, churches, industrial plants and business places and establishments in the entire Borough of Seven Valleys in a manner and with equipment in accordance with these specifications, Chapter 96 of the Code of Ordinances of Seven Valleys Borough, and all applicable requirements of the Pennsylvania Department of Environmental Protection and any other state or federal agency having jurisdiction..

RECYCLING

In addition to the foregoing, the Contractor shall collect, at the curb or alley line, once each week all items permitted by law to be recycled which are acceptable to Contractor, and Contractor shall notify property owners of the proper items for recycling. Recycling shall be placed in properly identified co-mingled containers supplied by the Contractor, which containers shall be as specified by the Borough Council.

LARGE ITEM PICKUPS

Contractor shall be responsible for collection of not more than one large item from each customer per week.

DEFINITIONS

Refuse – The word refuse when used in these specifications shall refer to all waste materials, as follows:

- (a) Garbage, ordinary organic household wastes;
- (b) Rubbish, ordinary inorganic household, industrial and commercial waste, including, but not limited to, paper, tin cans, glass, metal, wood, grass, leaves, tree and shrubbery cuttings and yard cleanings, used Christmas trees (not including bulk Christmas trees remaining from a commercial or charitable enterprise for the sale of same), plant growth, or other non-putrescible solid wastes;
- (c) Ashes, consisting of the residue from the burning of coal, wood or other materials.

Container – 96-gallon or 32-gallon mobile containers (toters) provided by Contractor and distributed to each customer for collection of refuse, and recycling, which when filled do not weigh more than the weight limitations established by Contractor for deposit into collection trucks. Containers shall remain the property of Contractor.

Borough – The word Borough when used shall mean the Borough of Seven Valleys, York County, Pennsylvania, or its agents.

Contractor – The word Contractor shall mean the person, corporation or partnership with whom the Borough of Seven Valleys shall enter into a contract, for refuse collection.

Large Items - The term large items means discarded household items and appliances (dishwasher, washer, dryer, etc.), furniture, lawn mowers, automobile tires off rims and other items too large for the normal weekly trash collection; but specifically shall not include construction materials, concrete, paint, tires on rims, tree stumps, automobile and truck parts or batteries, and hazardous materials which include but are not limited to oils, chemicals and pesticides.

QUANTITIES

The maximum quantity of refuse allowed each dwelling unit or other establishment per collection shall be one (1) ton. In those cases where a business establishment regularly exceeds the maximum containers per collection, the contractor shall enter into separate contracts with the owner of such business as to the collection of such excess. The maximum quantity of recycling allowed each dwelling unit or other establishment per collection shall be unlimited.

COLLECTION ROUTES

Collection routes shall be on all streets and alleys in the Borough. There are approximately 214 pickups at this time.

COLLECTION SCHEDULE

Collections shall be between the hours of 5:00 AM and 6:00 PM prevailing time, unless changed due to anticipated excessive heat or other inclement weather. There shall be 1 collection of all refuse and recycling from each property each week. Scheduling shall be arranged between the Contractor and the Borough for a weekly collection day that is mutually agreeable.

In the event a holiday falls on a regular collection day recognized by the Contractor, that collection shall be made on the day following such holiday and notice shall be provided by Contractor to customers.

In the event scheduled collection is delayed by snow or other factors, collection shall be made on the day following such day and notice shall be provided by Contractor to customers. In event scheduled collection is delayed more than two (2) days, Contractor shall have the option to delay collection to the following week's regular collection day with double the amount of refuse permitted to be placed for collection.

METHOD OF COLLECTION

Refuse and recycling containers shall be picked up at the curb or alley line, as the case may be, and emptied into the collection truck. Spillage of refuse and recycling on the streets or alleys is prohibited. Every effort must be made to prevent scattering of bits of paper or other material by the wind. Care must be taken not to damage containers.

DISPOSAL

All refuse shall be transported to and disposed of at a facility for such purpose operated by the York County Solid Waste and Refuse Authority, unless otherwise specified for recycling.

INSURANCE

The Contractor (including sub-contractor) shall carry the following forms of insurance, applying to all operations by him, his agents, and employees, and shall cause the Borough to be named as an additional insured, and shall provide proof of such coverage.

Forms	Minimum Limits
(a) Workmen’s Compensation	Statutory
(b) Contractor’s Public Liability	\$300,000/\$600,000
(c) Contractor’s Property Damage Liability	\$50,000/\$100,000
(d) Automobile Bodily Injury	\$300,000/\$600,000
(e) Automobile Property Damage	\$50,000/\$100,000

REPORTS AND COMPLAINTS

Contractor shall make such reports to Borough representatives regarding performance of the contract as from time to time requested. Contractor shall also notify such representative of any irregular or unusual circumstances in connection with collection, such as (a) refuse and/or recycling left standing because of not being in proper containers, (b) complaints made about or to collection crews, (c) areas missed due to breakdown of equipment.

The contractor or his agent shall contact the appropriate Borough official each week. When complaints are received by the Borough, the complainant's message will be noted with name and address. The contractor will be responsible for promptly investigating and correcting any legitimate complaint.

LAWS AND ORDINANCES

Contractor shall comply with all laws, ordinances, rules and regulations of any governmental body or agency having jurisdiction in the matter.

EQUIPMENT AND PROCEDURES

All collection equipment and procedures shall be in full compliance with the laws of the Commonwealth of Pennsylvania and the rules and regulations of the Department of Environmental Resources or its successor, and any and all Ordinances, Resolutions and regulations of the Borough of Seven Valleys which may be applicable.

NO DISCRIMINATION

The Contractor shall not discriminate in hiring of employees for the performance of the work under the contract in violation of any State or Federal law or regulation hereunder.

INDEMNIFICATION

The Contractor (including sub-contractor) shall indemnify and hold harmless the Borough from and against all claims arising out of the performance of the contract not directly due to the Borough's own negligence or misconduct.

PENALTY

In the event Contractor defaults in the performance of any term or condition of this contract whatsoever, Contractor shall pay to the Borough any and all damages resulting therefrom, the cost of replacement services, the cost of replacement equipment and materials, the cost of correcting such default, and the cost of reasonable attorney's fees, and all costs and expenses incurred by the Borough with regard to collecting such payment, or enforcing or defending the terms and conditions of this contract. In addition thereto, in the event the Contractor does not timely remove or collect refuse or recycling properly placed for collection, or does not timely collect, empty or remove any recyclable, bulk container, or large item in accordance with the terms of this contract, the Contractor shall also pay to the Borough the sum of \$100.00 per day, per individual violation, for each time that a container or any other matter is not timely collected, removed or emptied.

PAYMENT:

Borough represents to Contractor that it currently has approximately 214 qualified properties for service. Bids shall be based on and state the annual per customer charge to be billed by Contractor to the owner of qualified property. Contractor shall bill all the owners of the qualified property on a semi-annual basis on January 1st and July 1st of each year; or on a quarterly basis on January 1st, April 1st, July 1st and September 1st of each year of the contract in accordance with the per customer charge which is bid. Payment shall be deemed delinquent in not made in 30 days.

During the term of the contract, Contractor shall not discontinue service to any qualified property due to non-payment, and Contractor shall be responsible for undertaking any and all legal action against the owners necessary to collect any amount owed by the owners of the qualified

property. Contractor shall notify Borough on a quarterly basis of any non-payment by owners of qualified property.

Contractor shall pay the tipping, dumping or other disposal charges or fees imposed by the York County Solid Waste and Refuse Authority for the disposal of solid waste at its applicable Facility, or imposed for such disposal by any operator at any other Facility if approved as aforesaid. In the event such charges or fees in effect at the beginning of the contract term (hereinafter referred to as "initial charge") is changed by the York County Solid Waste and Refuse Authority or other such operator, Contractor shall notify Borough of such change within twenty (20) days of the date that the said Authority or other operator gave notice of such change. In the event of such change and timely notice by Contractor thereof, the contract price shall be adjusted as follows: The rate billed to the residents will adjust for the additional charges or fees as actually charged for disposal of solid waste collected pursuant to this contract within the Borough. In the event of any such adjustment, Contractor shall provide and verify to the Borough the cost and quantity information regarding collection and disposal to permit customer to promptly make said adjustment at the time of payments being due.

ASSIGNMENT

Contractor may not assign the contract nor sub-contract any of the work thereunder without the written consent of said Borough and subject to such conditions as the Borough may require.

PREPARATION OF BIDS

Bids shall be submitted on the forms attached hereto and must be signed by the bidder's authorized officer or agent. A cashier's or certified check or Bid Bond with corporate surety in an amount not less than ten (10) percent of the highest amount bid, in favor of the Borough of Seven Valleys as a guarantee of the execution of the contract if awarded to bidder must accompany each bid. No bidder shall be permitted to withdraw his bid for a period of forty (40) days after the date set for the opening of bids.

BID OPTIONS

Full service with Customer Option for either one (1) 96 gallon or one (1) 32 gallon Container. This bid eliminates all other options, including any pay-per-bag service.

A maximum quantity of refuse allowed per dwelling unit or other establishment per collection shall be either one (1) 96 gallon or one (1) 32 gallon Container, and as many recycling containers as needed by the dwelling unit or business establishment. In addition, one (1) large item such as used appliances, mattress, piece of furniture, etc. shall be collected from each dwelling unit or business establishment per collection.

Business/Commercial establishments which exceed the maximum number of containers per collection may enter into a separate contract for bulk containers.

EXPLANATION TO BIDDERS

Explanations or interpretations of any documents must be in writing.

RETURN OF BIDS

All bids must be returned in completed form and marked "Refuse Bid". **If by mail bids shall be mailed to Seven Valleys Borough, P.O. Box 277, Seven Valleys, PA 17360, and must be received no later than Friday, October 31, 2025 at 1:00 p.m. If in person bids will be received in the meeting room of the Seven Valley Ambulance Building, 11 Main Street, Seven Valleys, PA, at 1:00 p.m. sharp on Friday, October 31, 2025, at which time bids shall be publicly opened and read aloud. Discussion, deliberation and acceptance or rejection of any and all bids shall occur as a scheduled agenda item at the Seven Valleys Borough Council meeting to be held on Monday, November 3, 2025, beginning at 7:00 p.m. in the meeting room of the Seven Valley Ambulance Building, 11 Main Street, Seven Valleys, PA 17360.**

The borough has no regular office hours and bids submitted in person must be submitted only at the place, date and time so indicated.

REJECTION AND IRREGULARITIES

The Borough reserves the right to reject any and all bids, and to waive any irregularities in bids received.

PERFORMANCE SECURITY

Cash, certified check or a Performance Bond with corporate surety approved by the Borough of Seven Valleys in a sum equal to fifty (50) percent of the total contract price shall be furnished by the Contractor within twenty (20) days of the award of the contract.

SEVEN VALLEYS BOROUGH BID PROPOSAL FORM

Bid Opening: October 31, 2025 – 1:00 P.M.

A contract for weekly collection utilizing either one (1) 96-gallon or one (1) 32-gallon mobile refuse container and a 64-gallon recycling mobile container, and one (1) large item per participant, to remain in effect for the term of the option awarded.

BID OPTION 1
ONE (1) YEAR CONTRACT

YEAR 1 Contract: January 1 – December 31, 2026

Annual Cost per 96-gallon refuse container:

\$ No Bid

Annual Cost per 32-gallon refuse container:

\$ No Bid

BID OPTION 2
THREE (3) YEAR CONTRACT

YEAR 1 Contract: January 1 – December 31, 2026

Annual Cost per 96-gallon refuse container:

\$ 365.64

Annual Cost per 32-gallon refuse container:

\$ 353.64

YEAR 2 Contract: January 1 – December 31, 2027

Annual Cost per 96-gallon refuse container:

\$ 383.88

Annual Cost per 32-gallon refuse container:

\$ 371.28

YEAR 3 Contract: January 1 – December 31, 2028

Annual Cost per 96-gallon refuse container:

\$ 403.08

Annual Cost per 32-gallon refuse container:

\$ 389.88

BID OPTION 3
Five (5) YEAR CONTRACT

YEAR 1 Contract: January 1 – December 31, 2026

Annual Cost per 96-gallon refuse container:

\$ 365.64

Annual Cost per 32-gallon refuse container:

\$ 353.64

YEAR 2 Contract: January 1 – December 31, 2027

Annual Cost per 96-gallon refuse container:

\$ 383.88

Annual Cost per 32-gallon refuse container:

\$ 371.28

YEAR 3 Contract: January 1 – December 31, 2028

Annual Cost per 96-gallon refuse container:

\$ 403.08

Annual Cost per 32-gallon refuse container:

\$ 389.88

YEAR 4 Contract: January 1 – December 31, 2029

Annual Cost per 96-gallon refuse container:

\$ 423.24

Annual Cost per 32-gallon refuse container:

\$ 409.32

YEAR 5 Contract: January 1 – December 31, 2030

Annual Cost per 96-gallon refuse container:

\$ 444.36

Annual Cost per 32-gallon refuse container:

\$ 429.84

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

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

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

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

Dated: October 13, 2025



Ronald Mittelstaedt, Director