

71A

PROPOSAL FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE

To the Board of Supervisors of Hellam Township, Pennsylvania

The Specifications attached hereto are incorporated by reference herein and made a part hereof.

PROPOSAL:

The undersigned agrees to assume complete responsibility for and to perform the collection and disposal of solid waste from the Township of Hellam, York County, Pennsylvania, including the billing service to customers, which bills shall be at the amounts below which will be set by the applicable Hellam Resolution for Refuse Fees, a copy of which Resolution will be provided to the successful bidder from time to time following execution of the contract, once each week, in accordance with the attached Specifications, which shall include recycling as therein set forth, for the period of time listed below as follows:

(1) For the period from October 1, 2023, to September 30, 2023, being a term of thirty-six (36) months, payable in semi-annual installments due on October 1st and April 1st of each year, or quarterly installments due on October 1st, January 1st, April 1st and July 1st of each contract year with an added option to extend contract for an additional two (2) years.

Trash/Recycling and bulk 1x/week	96 Gallon Trash Toter 64 Gallon Recycle Toter
Year 1:	_____
Year 2:	_____
Year 3:	_____
Extension 1:	_____
Extension 2:	_____

Additional Provisions:

The successful bidder agrees that within twenty (20) days of the award of the bid it will furnish proof of insurance required herein and enter into a contract with the Township of Hellam for the collection and disposal of solid waste for the period as designated in a successful bid and any additional services as may be awarded pursuant hereto, and agrees to provide the performance security required herein. Upon failure to do so, the Township of Hellam shall be entitled to collect or retain the full amount of the Bid Bond, cash or certified check guarantee submitted with the bid.

This proposal is accompanied by cash, certified check, or a Bid Bond, issued by an approved bonding company in an amount not less than ten (10%) percent of the highest amount bid under the Basic Proposal.

All sheets attached hereto are a part of this Proposal. DO NOT DETACH.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this date, the 20th day of July, 2023.

WITNESS:

COLLECTOR:

(Print Name)

Individual or Partnership

ATTEST:

Secretary

Corporation – President

**SPECIFICATIONS FOR COLLECTION AND DISPOSAL
OF MUNICIPAL WASTE IN THE TOWNSHIP OF
HELLAM**

GENERAL

Hellam Township, by Ordinance 2009-03 (Codified in Article III of Chapter 389 of the Code of the Township of Hellam) established a program for the collection and disposal of municipal waste and recyclables in the Township. This program will require the owners of qualified property to utilize only the Contracted Collector for collection and disposal unless:

1. The property owner/occupant personally disposes of their municipal waste and recyclables, or
2. The property utilizes a dumpster or dumpsters for collection.
3. The property is otherwise exempted from the collection program by virtue of the ordinance or action by the Hellam Township Board of Supervisors, pursuant to an exemption provided for in Section 5.A. of Ordinance 2009-03 (Codified in Section 389-15.A. of the Code of the Township of Hellam)

Please refer to Section 5.A. of Ordinance 2009-03 (Codified in Section 389-15.A. of the Code of the Township of Hellam) for full details. Hellam Township is preparing to amend certain provisions of Ordinance 2009-03 and Section 389-15 A of the Code of the Township of Hellam, and these Specifications include updated provisions that are consistent with the planned amendments.

START OF WORK

The starting date for collections under this contract shall be October 1, 2023.

The Contracting Collector shall, once each week, collect, remove and dispose of municipal waste from qualified properties in the entire Township of Hellam in a manner and with equipment in accordance with these specifications, Ordinance 2009-03 of the Township of Hellam (Codified in Article III of Chapter 389 of the Code of the Township of Hellam), and all applicable requirements of the Pennsylvania Department of Environmental Resources.

RECYCLING

In addition to the foregoing, the Contracting Collector shall collect, at the curb or roadside, once each week, for recycling, certain items as permitted by law and agreed to by Contracting Collector and Hellam Township. in a toter provided by the Contracted Collector.

LARGE ITEM PICKUPS

Contracting Collector shall be responsible for collection of not more than one large item from each customer per week. Customer is responsible for contacting contracted collector to arrange pick up of large item.

LAWS AND REGULATIONS

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

TOWNSHIP NOT LIABLE; INDEMNIFICATION

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

EXAMINATION AND INSPECTION OF WORK

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

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

BOND

Within thirty (30) days after the award of the Contract, the Contracting Collector shall give security for the performance of its obligation by filing a Bond with the Township, executed by the Contracting Collector and by a surety or sureties authorized to do business in the Commonwealth of Pennsylvania approved by the Township, in the amount of one hundred percent (100%) of the amount of estimated amount of the gross revenues of the Contracting Collector for the first year under the Contract. Said bond shall be for the first year of the Contract.

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

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

STATEMENT OF FINANCIAL CONDITION

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

ASSIGNING OR SUBLETTING; SUBCONTRACTING COLLECTORS

The Contracting Collector shall, at all times and in all respects, be the party primarily responsible for the performance of work under the Contract or any work thereunder. The Contracting Collector shall not sell, transfer, assign, subcontract, or otherwise dispose of to anyone, its obligations to its customers or any payment or payments which may accrue thereunder without prior written consent of the Township. This provision shall not be construed to prevent Contracting Collector from occasionally engaging substitute haulers to meet its' contractual obligations to collect municipal waste in the Township if necessary due to regulatory issues, labor problems, manpower shortages, vehicle maintenance problems, etc. Contracting Collector shall promptly notify Township of the name of the substitute hauler and the dates and routes that substitute hauler will be collecting in the Township. Contracting Collector shall remain responsible for all actions of any substitute haulers.

EMPLOYMENT OF WORKERS

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

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

ABANDONMENT OR DEFAULT BY CONTRACTING COLLECTOR

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

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

such part thereof or from time to time during the course of the completion of the work or such part thereof, as the Township may require;

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

DEFINITIONS:

Municipal Waste – The word municipal waste when used in this document shall refer to all waste materials as defined in Ordinance 2009-03(Codified in Article III of Chapter 389 of the Code of the Township of Hellam).

Contracting Collector – The word Contracting Collector shall mean the person, corporation or partnership with whom the Township of Hellam shall enter into a contract, for municipal waste collection.

Large Items - The term large items means discarded household items and appliances (dishwasher, washer, dryer, etc.), televisions, furniture, push/walk behind-type 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.

Township – The word Township when used shall mean the Township of Hellam, York County, Pennsylvania, or its agents.

Any undefined term in this document shall be defined as set forth in Ordinance 2009-03, if a definition is provided therein.

COLLECTION ROUTES

Collection routes shall be on all roads, streets and alleys in the Township. Note: There are 87.41 miles of roads in Hellam Township (including U.S. Route 30 By-Pass).

COLLECTION SCHEDULE

Collections shall be between the hours of 5:00 AM and 6:00 PM prevailing time. There shall be one collection of all municipal waste from each property each week. Scheduling shall be arranged between the Contracting Collector and the Township for a weekly collection day that is mutually agreeable. It is preferred, but not required that the entire Township be serviced on the same day. If the Contracting Collector opts for multiple days, the Contracting Collector shall be responsible for notifying residents of the appropriate collection day for each particular resident, and to also provide Township with notice of the zone boundaries and collection day for each.

In the event a holiday falls on a regular collection day, that collection shall be made on the day following such holiday. The holidays subject to this provision shall be as recognized by Contracting Collector. In the event a recognized holiday falls on a Friday, collection shall be on the following Monday.

METHOD OF COLLECTION

Municipal waste containers shall be picked up at the curb or alley line, as the case may be, and emptied into the collection truck. Spillage of municipal waste 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.

DISPOSAL

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

INSURANCE

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

Forms	Minimum Limits
(a) Workmen’s Compensation	Statutory
(b) Contracting Collector’s Public Liability	\$500,000/\$2,000,000
(c) Contracting Collector’s Property Damage Liability	\$500,000/\$1,000,000
(d) Automobile Bodily Injury	\$500,000/\$2,000,000
(e) Automobile Property Damage	\$50,000/\$100,000

REPORTS AND COMPLAINTS

Contracting Contractor shall maintain an office in which toll-free telephone service is available for the transmission of detailed information relative to complaints and normal operating procedures. During non-office hours of the Contractor, the Contractor shall provide an electronic answering service for this telephone number for customers to leave their name, number and any questions to be responded to by the Contractor the next working day. The Contractor shall keep a competent representative or superintendent overseeing the work details who shall have full authority to receive and execute orders.

Contracting Collector shall make such reports to Township representatives regarding performance of the contract as from time to time requested. Contracting Collector shall also notify such representative of any irregular or unusual circumstances in connection with collection, such as (a) municipal waste left standing because of not being in containers or bundled or not conforming to specifications, (b) complaints made to collection crews, (c) areas missed due to breakdown of equipment.

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

Contracting Collector agree to send a representative to any Township meeting if requested, provided that such request is made at least seventy-two (72) hours prior to said meeting.

LAWS AND ORDINANCES

Contracting Collector 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 Township of Hellam which may be applicable.

NO DISCRIMINATION

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

PENALTY

In case of any violations of the Contract, the Township shall promptly notify the Contracting Collector of such violation and allow a reasonable time for correction prior to assessing any penalty against the Contracting Collector. In the event correction is not made in a timely manner, the Township shall have the right to assess penalties against the Contracting Collector in the following amounts for each offense for all violations of the Contract:

- a. Failure of truck and crew to operate and complete collections on a regular route, unless prevented by a labor strike or work stoppage, hurricanes, floods, or other violence of nature or any other event which may be termed an act of God: One Thousand (\$1000.00) Dollars per day for each truck and crew not operating.
- b. Failure to maintain any collection vehicle in a sanitary and safe operating condition: Five Hundred (\$500.00) Dollars for each offense.
- c. Failure to collect waste properly placed prior to the regularly scheduled collection time: Five Hundred (\$500.00) Dollars for each location.
- d. Failure to replace refuse containers back of the curb line and on the sidewalk, where there is one, as required: Five Hundred (\$500.00) Dollars for each location.
- e. Willful damage to or carrying away of permanent refuse containers: Five Hundred (\$500.00) Dollars for each offense or, at the option of the Contracting Collector, Contracting Collector may satisfactorily replace damaged or removed containers.
- f. Failure to follow progressive disciplinary action for any employee for offenses as defined in Article 3.09 of the Specifications: Five Hundred (\$500.00) Dollars per day for each employee not dealt with as directed.
- g. Failure to collect only during certain specified hours in areas the Township has designated as priority areas: Five Hundred (\$500.00) Dollars for each day.

- h. Failure to dispose of municipal waste at the site specified by the Township: One Thousand (\$1000.00) Dollars per collection vehicle load disposed of elsewhere, plus the actual tipping fees.
- i. Failure to complete collection by 7:00 p.m. on the day scheduled: Five Hundred (\$500.00) Dollars for each day.
- j. Dumping solid waste from another municipality and billing the Township Account for the tipping fees: One Thousand (\$1,000.00) Dollars for each load.
- k. Spilling municipal waste or recyclables onto any public street or private property and not properly cleaning up such spillage: Five Hundred (\$500.00) Dollars for each solid spill and Five Hundred (\$500.00) Dollars for each liquid spill.
- l. Failure to record or report complaints to the Township or to make Contracting Collector's monthly report to the Township concerning disposal information: Five Hundred (\$500.00) Dollars for each failure.

The Contracting Collector shall also be subject to any penalties specified in any township ordinance.

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

PAYMENT:

Bids shall be based on and state the annual per customer charge to be billed by Contracting Collector to the owner of qualified property. Contracting Collector shall bill all the owners of the qualified property on a semi-annual basis on October 1st and April 1st of each year; or on a quarterly basis on October 1st, January 1st, April 1st, July 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. Contracting Collector shall pay the tipping, dumping or other disposal charges or fees imposed by the York County Solid Waste and Municipal waste 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 Municipal waste Authority or other such operator by more than twenty-five (25%) percent during the term of this contract, or any extension hereof, Contracting Collector shall notify Township 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 Contracting Collector thereof, the contract price shall be adjusted as follows: If the tipping charge is increased by more than twenty-five (25%) percent of the initial charge, owners of qualified property will pay to Contracting Collector the additional such charges or fees as actually charged for disposal of solid waste collected pursuant to this contract within the Township of Hellam to the extent that the same exceeds 125% of the initial charge; if such charges or fees are reduced by more than twenty-five (25%) percent of the initial charge Contracting Collector shall reduce charges to customers the amount thereof, as aforesaid, to the extent that it is less than seventy-five (75%) percent of the initial charge. In the event of any such adjustment, Contracting Collector shall provide and verify to the Township 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

Contracting Collector may not assign the contract nor sub-contract any of the work thereunder without the written consent of said Township and subject to such conditions as the Township 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 Township of Hellam 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.

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 "Municipal Waste Bid". **If by mail** bids shall be mailed to Hellam Township, 35Walnut Springs Road, York, PA 17406, and must be received no later than July 20, 2023. **If in person**, bids will be received at the Hellam Township Municipal Building, 35Walnut Springs Road, York, PA 17406, no later than 4:00 p.m. sharp on July 20, 2023.

REJECTION AND IRREGULARITIES

The Township 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 Township of Hellam in a sum equal to fifty (50) percent of the total contract price shall be furnished by the Contracting Collector within twenty (20) days of the award of the contract.

NOTICE TO TOWNSHIP RESIDENTS

Prior to the effective date of the Contract, the Contracting Collector shall develop and disseminate a public notice prepared by Contracting Collector and approved by the Township. This notice shall include the schedules for pickup of municipal waste and recyclables; rules, regulations and guidelines for residents in the use of the services under the Contract; information regarding complaint handling by the Contracting Collector; and any other information required by the Township. No less than thirty (30) days prior to such first day, the Contracting Collector shall again mail a copy of this notice to each residential unit on the routes.

The Contracting Collector shall also provide the Township at least thirty (30) days prior to the start-up of collection services under this Contract, 100 copies of the notice printed as an informational flier to be distributed by the Contracting Collector

The Contracting Collector shall coordinate and cooperate with the appropriate Officials of the Township on preparation and content of all notices, informational brochures and an article for the Township newsletter.

If requested by the Township, the Contracting Collector shall participate in at least one (1) public informational meeting within the Township to disseminate information regarding the solid waste collection services offered under the Contract within forty-five (45) days prior to the start-up date of collection services under the Contract. The Contracting Collector shall help the Township to develop the information to be disseminated at these meetings and be present at the meetings to help explain and answer questions of the public regarding the proposed solid waste collection services provided under the Contract, nor shall the Contracting Collector sell or make available the list, or any portion of it, to anyone.

CUSTOMER LIST

The Contracting Collector, with the cooperation of the Township, shall develop a customer list and shall from time to time, but no more than quarterly, provide the Township with a copy of the list. At the termination of the Contract, the customer list shall become the property of the Township and both forty-five (45) days prior to the termination of the Contract and at the termination of the Contract, the Contracting Collector shall provide the customer list in hard copy and electronic (software) form to the Township. Contracting Collector shall make no use of the list except for the purposes of fulfilling the terms of the Contract.

AUDIT

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

COMPLIANCE WITH FTC "RED FLAG" IDENTITY THEFT PREVENTION

Contracting Collector shall at all times throughout the duration of this contract comply with the Federal Trade Commission regulations, adopted as 16 CFR § 681.2 which require creditors, as defined by 15 U.S.C. § 1681a(r)(5) to adopt "red flag" policies to prevent and mitigate identity theft with respect to customer accounts. A copy of said policy shall be provided to Township. Township shall exercise its discretion in reviewing Contracting Collector's "Red Flag" policy in order to ensure that, to the best of Contracting Collector's ability, its' activities are conducted in accordance with the regulations, policies and procedures that are designed to detect any red flags that may arise in the performance of Contracting Collector's activities and take appropriate steps to prevent or mitigate identity theft.

REFERENCE TO ORDINANCE

All terms and conditions set forth in Hellam Township Ordinance No. 2009-03(Codified in Article III of Chapter 389 of the Code of the Township of Hellam), as amended from time to time, are incorporated into these specifications by reference as though fully set forth. In the event of any conflict, the provisions of the ordinance shall supersede this document.