



**BOROUGH COUNCIL AGENDA**  
**TUESDAY, NOVEMBER 9, 2021 – 7:00 P.M.**

Richard Mathews, Council President, presiding  
Pledge of Allegiance  
Roll Call

**REGULAR MEETING**

1. **Approval of Minutes: October 12, 2021 Regular Meeting**
2. **Approval of Minutes: October 19, 2021 Joint Meeting/Budget Workshop with Finance Committee**
3. **Open to the public**
  - a. Citizens wishing to comment will be recognized in the Order of their listing on the Appearance Sheet and are asked to stand up and give their name, address, and organization they represent (if applicable). Impromptu comments are limited to five minutes per individual.
4. **Ordinances and Resolutions**
5. **Mayor's Report – R. Harris**
  - a. Police Report
  - b. Around Town
  - c. Upcoming Events & Meetings of Interest
  - d. In Requiem
6. **Fire/EMS/EMA Report**
7. **Committee Reports**
  - a. Planning Commission
  - b. Tree Board – Member Resignation
8. **Administrative Business – Borough Manager**
  - a. Treasurer's Report – September 2021
  - b. Sale of 2006 Dump Truck – Request to Advertise
  - c. 2020 FY Audit – Request to Advertise
  - d. 2022 Budget – Request to Advertise
  - e. Solicitor's Memorandum
  - f. Waste Collection Contract
9. **Unfinished Business**
  - a. Grant Funding Updates
  - b. Property Maintenance Update
  - c. High-Speed Broadband Update
  - d. Cortner Pavilion Project
10. **New Business**
11. **Open to the public**
  - a. Citizens wishing to comment will be asked to stand up and give their name, address, and organization they represent (if applicable). Impromptu comments are limited to five minutes per individual.
12. **Adjournment**

## APPROVAL of MINUTES

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# PUBLIC COMMENT

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# ORDINANCES and RESOLUTIONS

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# MAYOR'S REPORT

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# October 2021 Police Report



by  
Chief Richard L Hileman II  
Carroll Valley Borough Police

## Special News / Achievements:

- The Carroll Valley Civil Service Commission has opened applications again after the one candidate withdrew due to accepting another position in Adams County. We have yet to receive an application in this round. Applications are open until November 18<sup>th</sup>.



- The Department, in cooperation with the Liberty Township Police Department and US DEA, hosted the 18th drug take back October 23<sup>rd</sup> collecting 13 boxes totaling 275 pounds of unused medications. We appreciated the assistance of Collaborating for Youth and the Adams County Probation Department. As a reminder, Carroll Valley Police



also have a drug take back box at the station. Residents can drop off unused medication whenever the office is open.

- Halloween night proved a great night for our younger folk. Police handed out candy in both Fairfield and at the Carroll Valley Trunk or Treat. In a positive note, there seemed to be a lot of police costumes, so maybe we will have more candidates in a few years!

## Upcoming events:

- During November, police will be participating in the Pennsylvania Highway Safety Program in three specific themes. Early in the month we focus generally on

aggressive driving, like speeding, weaving, and illegal passing. Later in the month, officers will focus on seatbelts in the Click it or Ticket program. Finally, towards the end of the month, the focus will turn to impaired driving for the holiday season.



### Crime Data:

Key to reading the following page:

1. At the top left, you see overall statistics for the month. Total offenses and clearance rate refer to Group "A" offenses. Arrests refer to Group "A" and Group "B". This data is only for Carroll Valley Borough.
2. It also includes crime rates and arrest rates, however this calculation is not yet functioning on the PA State Police system, so they display as -0-. When working correctly, they will report in the national standard of per 100,000 population. As such, when it does calculate, it shows the rate as if the Carroll Valley population was 100,000. By doing this, it makes the rate comparable regardless of the size of the jurisdiction.
3. The column below on the left shows all Group "A" offenses. Offenses can be generally cleared by:
  - a. Arrest (by charging someone with the crime);
  - b. Victim Refused Prosecution = Prosecution limited by victim, or;
  - c. Exceptional Clearance = Charges could be filed but for cause are not.
4. In the center, NIBRS adds additional categories, and you can see how they compare year over year for the month reported.
5. On the right column, you first see a list of arrests for Group "A" offenses, divided into adults and juveniles.
6. At the bottom of the right column, Group "B" arrests are listed. As a major change in NIBRS reporting, Group "B" offenses are only listed when an arrest occurs. Unsolved Group "B" offenses are no longer reported.
7. Each NIBRS offense belongs to one of three categories: Crimes Against Persons, Crimes Against Property, and Crimes Against Society. Crimes Against Persons, e.g., murder, rape, and assault, are those whose victims are always individuals. The object of Crimes Against Property, e.g., robbery, bribery, and burglary, is to obtain money, property, or some other benefit. Crimes Against Society, e.g., gambling, prostitution, and drug violations, represent society's prohibition against engaging in certain types of activity; they are typically victimless crimes in which property is not the object.





# Offense and Arrest Summary Report

Printed On:  
11/02/2021

Beginning Date: 10/01/2021

Ending Date: 10/31/2021

Page 1 of 1

Agency: CARROLL VALLEY BOROUGH

Municipality: Carroll Valley Borough

**Total Offenses** 4      **Clearance Rate** 0  
 % change from last year -20%      Last years rate 0

**Total Arrests** 0      **Hate Crime Offenses** 0  
 % change from last year 0      **Law Officers Assaulted** 0

**Group A Crime Rate per 100,000 Population :** 0.00      **Summary based reporting Crime Rate per 100,000 Population :** 0.00

**Arrest Rate per 100,000 Population :** 0.00

### Arrest Reporting

Group "A"	Adult	Juvenile	Unknown	Total Arrests	Arrests Reported Last Year
Murder	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0
Justifiable Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Aggravated Assault	0	0	0	0	0
Burglary	0	0	0	0	0
Larceny	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0
Arson	0	0	0	0	0
Simple Assault	0	0	0	0	0
Intimidation	0	0	0	0	0
Bribery	0	0	0	0	0
Counterfeiting/Forgery	0	0	0	0	0
Vandalism	0	0	0	0	0
Drug/Narcotic Violations	0	0	0	0	0
Drug Equipment Violations	0	0	0	0	0
Embezzlement	0	0	0	0	0
Extortion/Blackmail	0	0	0	0	0
Fraud	0	0	0	0	0
Gambling	0	0	0	0	0
Kidnapping	0	0	0	0	0
Pornography	0	0	0	0	0
Prostitution	0	0	0	0	0
Sodomy	0	0	0	0	0
Sexual Assault w/Object	0	0	0	0	0
Fondling	0	0	0	0	0
Incest	0	0	0	0	0
Statutory Rape	0	0	0	0	0
Stolen Property	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0
Human Trafficking, Commercial Sex Acts	0	0	0	0	0
Human Trafficking, Involuntary Servitude	0	0	0	0	0
Animal Cruelty	0	0	0	0	0
<b>Total Group A Arrests</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Group "B" Arrests</b>					
Bad Checks	0	0	0	0	0
Curfew/Vagrancy	0	0	0	0	0
Disorderly Conduct	0	0	0	0	0
DUI	0	0	0	0	0
Drunkness	0	0	0	0	0
Family Offenses-nonviolent	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0
Peeping Tom	0	0	0	0	0
Runaways	0	0	0	0	0
Trespass	0	0	0	0	0
All Other Offenses	0	0	0	0	0
<b>Total Group B Arrests</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Arrests</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### Offense Reporting

Group "A"	Offenses Reported	Offenses Cleared	Offenses Reported Last Year
Murder			
Negligent Manslaughter			
Justifiable Homicide			
Rape			1
Robbery			
Aggravated Assault			
Burglary			
Larceny	1		
Motor Vehicle Theft			
Arson			
Simple Assault			2
Intimidation	1		
Bribery			
Counterfeiting/Forgery			
Vandalism			2
Drug/Narcotic Violations			
Drug Equipment Violations			
Embezzlement			
Extortion/Blackmail			
Fraud	2		
Gambling			
Kidnapping			
Pornography			
Prostitution			
Sodomy			
Sexual Assault w/Object			
Fondling			
Incest			
Statutory Rape			
Stolen Property			
Weapons Law Violations			
Human Trafficking, Commercial Sex Acts			
Human Trafficking, Involuntary Servitude			
Animal Cruelty			
<b>Total Group "A"</b>	<b>4</b>		<b>5</b>

#### Crime Against Person

1 - This year  
 3 - Last year  
 -66.67% - Percent Change

#### Crime Against Property

3 - This year  
 2 - Last year  
 50% - Percent Change

#### Crime Against Society

- This year  
 - Last year  
 0 - Percent Change

## Calls for Service:

<u>Carroll Valley Calls for Service Month</u>	<u>Total</u>	<u>Carroll Valley Calls for Service YTD</u>	<u>Total</u>
ALARM	4	ALARM	34
ANIMAL COMPLAINT	8	ANIMAL COMPLAINT	38
ASSIST - FIRE/EMS	6	ASSAULT	5
CHILD WELFARE	3	ASSIST - FIRE/EMS	118
DISTURBANCE/NOISE	6	ASSIST - OTHER POLICE	35
DOMESTIC DISTURBANCE	1	BURGLARY	3
FRAUD	2	CHILD WELFARE	10
MENTAL HEALTH / WELFARE	4	CRIMINAL MISCHIEF	9
MISC CALL FOR SERVICE	18	DISTURBANCE/NOISE	35
MISSING/LOST PERSON	2	DOMESTIC DISTURBANCE	32
SUSPICIOUS ACTIVITY	6	DRIVING UNDER THE INFLUENCE	18
THEFT	1	DRUG ACTIVITY	4
THREATS / HARRASSMENT / STALKING	2	FRAUD	21
TRAFFIC COMPLAINT	7	MENTAL HEALTH / WELFARE	52
TRESPASS	3	MISC CALL FOR SERVICE	146
VEHICLE CRASH	2	MISSING/LOST PERSON	8
VEHICLE STOP	28	ROBBERY	1
Z COURT / JUSTICE	1	SUSPICIOUS ACTIVITY	65
Z FOLLOW-UP	7	THEFT	16
<b>Grand Total</b>	<b>111</b>	THREATS / HARRASSMENT / STALKING	23
		TRAFFIC COMPLAINT	118
		TRESPASS	7
		VEHICLE CRASH	25
		VEHICLE STOP	422
		Z COURT / JUSTICE	27
		Z FOLLOW-UP	157
		<b>Grand Total</b>	<b>1429</b>

## Traffic Enforcement:

- Officers conducted 28 vehicle stops this month and were called to 2 vehicle crashes. Together these resulted in 44 citations, faulty equipment notices, and warnings.



Citations, Faulty Equipment and Warning Cards	Count
3362 (Title 75) - Maximum speed limits	19
1786 (Title 75) - Required financial responsibility	7
4703 (Title 75) - Operation of vehicle without official certificate of inspection	5
1301 (Title 75) - Registration and certificate of title required	5
1574 (Title 75) - Permitting unauthorized person to drive	1
4303 (Title 75) - General lighting requirements	1
1515 (Title 75) - Notice of change of name or address	1
1312 (Title 75) - Notice of change of name or address	1
4581 (Title 75) - Restraint systems	1
1501 (Title 75) - Drivers required to be licensed	1
3323 (Title 75) - Stop signs and yield signs	1
1575 (Title 75) - Permitting violation of title	1
<b>Grand Total</b>	<b>44</b>

**Miscellaneous:**

Calls for Service	October 2020	October 2021	YTD 2020	YTD 2021
Calls from Public		77		993
Officer initiated		34		436
Total CV Calls	148	111	1108	1429

Vehicle Mileage			
	Starting	Ending	Total
2017 Dodge Charger Unmarked	17,408	17,605	197
2017 Dodge Charger Marked	64,983	64,995	12
2014 Dodge Charger Unmarked	79,099	80,331	1,232
2014 Dodge Charger Marked	85,201	85,403	202
2010 Ford Exp Marked	82,951	82,951	0
		Total	1,643





# October 2021 Fairfield Police Report Supplement



by  
Chief Richard L Hileman II  
Carroll Valley Borough Police

## Calls for Service:

This data represents all calls for service we receive from the Adams County Department of Emergency Services which accounts for most of our calls. It also includes officer-initiated calls, like traffic stops and follow ups as well as complaints received on station or by other means.

Fairfield Calls for Service Month	Total	Fairfield Calls for Service YTD	Total
ANIMAL COMPLAINT	3	ANIMAL COMPLAINT	4
ASSIST - FIRE/EMS	3	ASSIST - FIRE/EMS	38
DISTURBANCE/NOISE	1	ASSIST - OTHER POLICE	1
MENTAL HEALTH / WELFARE	1	CHILD WELFARE	2
MISC CALL FOR SERVICE	7	CRIMINAL MISCHIEF	4
SUSPICIOUS ACTIVITY	3	DISTURBANCE/NOISE	4
THREATS / HARRASSMENT / STALKING	4	DOMESTIC DISTURBANCE	17
TRAFFIC COMPLAINT	2	DRIVING UNDER THE INFLUENCE	1
VEHICLE STOP	20	DRUG ACTIVITY	1
<b>Grand Total</b>	<b>44</b>	FRAUD	4
		MENTAL HEALTH / WELFARE	12
		MISC CALL FOR SERVICE	29
		SUSPICIOUS ACTIVITY	10
		THEFT	9
		THREATS / HARRASSMENT / STALKING	18
		TRAFFIC COMPLAINT	17
		TRESPASS	2
		VEHICLE CRASH	4
		VEHICLE STOP	186
		Z COURT / JUSTICE	1
		Z FOLLOW-UP	20
		<b>Grand Total</b>	<b>384</b>

## Citations:

We issued the following citations, faulty equipment, and warning cards in Fairfield Borough:

Citations, Faulty Equipment and Warning Cards	Count
3362 (Title 75) - Maximum speed limits	16
4303 (Title 75) - General lighting requirements	3
1301 (Title 75) - Registration and certificate of title required	2
1786 (Title 75) - Required financial responsibility	2
4703 (Title 75) - Operation of vehicle without official certificate of inspection	1
4525 (Title 75) - Tire equipment and traction surfaces	1
<b>Grand Total</b>	<b>25</b>



# Offense and Arrest Summary Report

Printed On:  
11/02/2021

Beginning Date: 10/01/2021

Ending Date: 10/31/2021

Page 1 of 1

Agency: CARROLL VALLEY BOROUGH

Municipality: Fairview Borough

<b>Total Offenses</b>		<b>Clearance Rate</b>	0
% change from last year	0	Last years rate	0
<b>Total Arrests</b>	0	<b>Hate Crime Offenses</b>	0
% change from last year	0	<b>Law Officers Assaulted</b>	0
<b>Group A Crime Rate per 100,000 Population :</b>	0.00	<b>Summary based reporting Crime Rate per 100,000 Population :</b>	0.00
<b>Arrest Rate per 100,000 Population :</b>	0.00		

**Arrest Reporting**

Group "A"	Adult	Juvenile	Unknown	Total Arrests	Arrests Reported Last Year
Murder	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0
Justifiable Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Aggravated Assault	0	0	0	0	0
Burglary	0	0	0	0	0
Larceny	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0
Arson	0	0	0	0	0
Simple Assault	0	0	0	0	0
Intimidation	0	0	0	0	0
Bribery	0	0	0	0	0
Counterfeiting/Forgery	0	0	0	0	0
Vandalism	0	0	0	0	0
Drug/Narcotic Violations	0	0	0	0	0
Drug Equipment Violations	0	0	0	0	0
Embezzlement	0	0	0	0	0
Extortion/Blackmail	0	0	0	0	0
Fraud	0	0	0	0	0
Gambling	0	0	0	0	0
Kidnapping	0	0	0	0	0
Pornography	0	0	0	0	0
Prostitution	0	0	0	0	0
Sodomy	0	0	0	0	0
Sexual Assault w/Object	0	0	0	0	0
Fondling	0	0	0	0	0
Incest	0	0	0	0	0
Statutory Rape	0	0	0	0	0
Stolen Property	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0
Human Trafficking, Commercial Sex Acts	0	0	0	0	0
Human Trafficking, Involuntary Servitude	0	0	0	0	0
Animal Cruelty	0	0	0	0	0
<b>Total Group A Arrests</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Group "B" Arrests</b>					
Bad Checks	0	0	0	0	0
Curfew/Vagrancy	0	0	0	0	0
Disorderly Conduct	0	0	0	0	0
DUI	0	0	0	0	0
Drunkenness	0	0	0	0	0
Family Offenses-nonviolent	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0
Peeping Tom	0	0	0	0	0
Runaways	0	0	0	0	0
Trespass	0	0	0	0	0
All Other Offenses	0	0	0	0	0
<b>Total Group B Arrests</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Arrests</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Offense Reporting**

Group "A"	Offenses Reported	Offenses Cleared	Offenses Reported Last Year
Murder			
Negligent Manslaughter			
Justifiable Homicide			
Rape			
Robbery			
Aggravated Assault			
Burglary			
Larceny			
Motor Vehicle Theft			
Arson			
Simple Assault			
Intimidation			
Bribery			
Counterfeiting/Forgery			
Vandalism			
Drug/Narcotic Violations			
Drug Equipment Violations			
Embezzlement			
Extortion/Blackmail			
Fraud			
Gambling			
Kidnapping			
Pornography			
Prostitution			
Sodomy			
Sexual Assault w/Object			
Fondling			
Incest			
Statutory Rape			
Stolen Property			
Weapons Law Violations			
Human Trafficking, Commercial Sex Acts			
Human Trafficking, Involuntary Servitude			
Animal Cruelty			
<b>Total Group "A"</b>			

**Crime Against Person**

- This year  
- Last year  
0 - Percent Change

**Crime Against Property**

- This year  
- Last year  
0 - Percent Change

**Crime Against Society**

- This year  
- Last year  
0 - Percent Change

Note: Last years figures are provided for comparison purposes only.



# FIRE/EMS/EMA REPORT

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## FAIRFIELD FIRE & EMS

### Fire Report – October, 2021

<b>Calls for the Month –</b>	<b>11</b>
<b>Year to Date Total -</b>	<b>189</b>

#### Nature of Call(s)

Fire Police -	1
Fire – Structure	0
Automatic Fire Alarm	2
Motor Vehicle Accident	0
Medical Assist	6
Land Rescue	1
Furnace Malfunction	1

#### Location of Call(s)

Carroll Valley Borough	3
Fairfield Borough	1
Hamiltonban Township	6
Liberty Township	1

# FOUNTAINDALE VOLUNTEER FIRE DEPARTMENT

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1340 OLD WAYNESBORO ROAD  
FAIRFIELD, PA 17320



## MONTHLY FIRE REPORT FOR OCTOBER 2021

Breakdown of calls by type:

Building fire.....	2
Vehicle accident.....	1
Land Rescue.....	1
Inside gas leak.....	1
Automatic Fire Alarm.....	6
<u>Good Intent.....</u>	<u>3</u>
TOTAL	14

Notes:

128 calls so far for the year. Will be holding our 75<sup>th</sup> Anniversary Open House on November 7, 1 to 3 PM.

David M. Martin

Fire Chief

cc: Carroll Valley Borough  
Hamiltonban Township  
Liberty Township

# Fountain Dale Volunteer Fire Department



Fairfield, PA

This report was generated on 11/3/2021 1:25:15 PM

## Incident Type and Street Name for Date Range

Incident Status: Reviewed | Start Date: 10/01/2021 | End Date: 10/31/2021

Incident Date	Address	Incident Type
10/01/2021	Pecan Trail, Fairfield, PA 17320	Building fire
10/02/2021	Harbaugh Valley Road, Fairfield, PA 14732	Building fire
10/03/2021	Mt. Hope Road, Fairfield, PA 17320	Search for person on land
10/11/2021	Waynesboro Pike, Liberty (Township of), PA 17320	Smoke detector activation due to malfunction
10/12/2021	Old Waynesboro Road, Fairfield, PA 17320	Alarm system sounded due to malfunction
10/14/2021	Old Forge Road, Waynesboro, PA 17268	Dispatched & cancelled en route
10/15/2021	Old Waynesboro Road, Fairfield, PA 17320	Detector activation, no fire - unintentional
10/15/2021	Old Waynesboro Road, Fairfield, PA 17320	Alarm system sounded due to malfunction
10/16/2021	Old Waynesboro Road, Fairfield, PA 17320	Alarm system activation, no fire - unintentional
10/17/2021	Buchanan Trail East, Waynesboro, PA 17268	Gas leak (natural gas or LPG)
10/17/2021	Old Waynesboro Road, Fairfield, PA 17320	Smoke detector activation due to malfunction
10/21/2021	Harbaugh Valley Road, Fairfield, PA 17320	Motor vehicle accident with no injuries.
10/26/2021	South Main Street, Mont Alto, PA 17237	Dispatched & cancelled en route
10/27/2021	Old Mill Road, Waynesboro, PA 17268	Dispatched & cancelled en route

Lists the Incident Date, Street Name (including City, State, Zip), and Incident Type of incidents occurring within the given Date Range. Only Reviewed incidents are included.



emergencyreporting.com  
Doc Id: 1513  
Page # 1 of 1



# COMMITTEE REPORTS

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Planning Meeting 11/01/2021 notes:

- Open to the public - Public part of the meeting
  - Rob had a presentation ready for the public
  - No public attended
  - Open dialog with Mayor asking about Act 50 (small cell wireless facilities) - no changes were recommended
  - Public part of meeting adjourned
- No new business
- Old business
  - Chapter 27 - Motion to move ordinance to Council passed w/out further changes or discussion

Respectfully Submitted,  
Michael Wight  
Chairperson,  
Carroll Valley Planning Commission

## Gayle R. Marthers

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**From:** emily faalasli <efaalasli@gmail.com>  
**Sent:** Thursday, November 4, 2021 8:51 PM  
**To:** Gayle R. Marthers  
**Cc:** Amanda Bell  
**Subject:** Re: Cancellation of Tree Board

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gayle and Amanda,  
I had been hoping otherwise, but at this time, I feel I can't continue to serve, and so need to resign from the board. I have let Lori know. I apologize for any inconvenience this may cause.

Emily

On Thu, Nov 4, 2021 at 3:14 PM Gayle R. Marthers <[gayle@carrollvalley.org](mailto:gayle@carrollvalley.org)> wrote:

At this time we have not received confirmation of a quorum for this meeting; therefore, tonight's meeting of the Carroll Valley Tree Board has been cancelled. Your next scheduled meeting is Thursday, January 6, 2022. If you are unable to serve, please notify the office or Lori Kolenda as the chair of the group.

Have a Happy Holiday Season!

Sincerely,

*Gayle R. Marthers*

Gayle R. Marthers

Asst. Borough Manager

Borough Secretary

Borough of Carroll Valley

5685 Fairfield Road

Fairfield, PA 17320

(O) 717-642-8269 x 103

(C) 717-752-0063

(F) 717-642-6717



# ADMINISTRATIVE BUSINESS

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BOROUGH OF CARROLL VALLEY SUMMARY FINANCIAL REPORT: 1 thru 31 OCTOBER 2021

ACCOUNT	GENERAL FUND	SPECIAL EVENT	SANITARY SEWER	SINKING FUND	CAPITAL RESERVE	HIGHWAY AID (LF)	TOTAL FUNDS	SEWER AUTHORITY
START OF PERIOD								
CHECKING ACCOUNT	\$33,142.41	\$0.00	\$0.00	\$175.50	\$74,018.79	\$0.00	\$107,336.70	\$3,975.52
INVESTMENTS	\$3,280,917.30	\$0.00	\$0.00	\$0.00	\$0.00	\$598,095.70	\$3,879,013.00	\$257,623.46
PETTY CASH	\$425.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$450.00	\$50.00
DUE FROM OTHER FUNDS	\$39,500.81	\$5,884.18	\$618,910.25	\$0.00	\$887,336.48	\$0.00	\$1,551,631.72	\$0.00
DUE TO OTHER FUNDS	\$1,277,370.55	\$47.70	\$31,158.69	(\$3,048.18)	\$196,046.57	\$0.00	\$1,501,575.33	\$52,076.73
LIABILITIES	\$22,459.23	\$0.00	\$0.00	\$142,000.28	\$0.00	\$0.00	\$164,459.51	\$730.93
NET BALANCE	\$2,054,155.74	\$5,836.48	\$587,776.56	(\$138,776.60)	\$765,308.70	\$598,095.70	\$3,872,396.58	\$208,841.32

TRANSACTIONS FOR PERIOD								
ADJUSTMENTS (SEE NOTE)								
ACTUAL REVENUES (+)	\$66,439.25	\$30.00	\$55,207.03	\$12,802.80	\$3,907.21	\$5.22	\$138,391.51	\$883.95
ACTUAL EXPENDITURES (-)	\$417,539.21	\$11,027.70	\$23,064.86	\$12,802.80	\$13,638.20	\$32,917.73	\$510,990.50	\$846.63
ENCUMBERED FUNDS (-)	\$16,834.29	\$0.00	\$6,959.53	\$0.00	\$94,483.00	\$0.00	\$118,276.82	\$0.00
NET TRANSACTION BALANCE	(\$367,934.25)	(\$10,997.70)	\$25,182.64	\$0.00	(\$104,213.99)	(\$32,912.51)	(\$490,875.81)	\$37.32

END OF PERIOD								
CHECKING ACCOUNT	\$33,944.38	\$0.00	\$0.00	\$175.50	\$74,045.26	\$0.00	\$108,165.14	\$3,128.89
INVESTMENTS	\$2,936,507.66	\$0.00	\$0.00	\$0.00	\$0.00	\$565,183.19	\$3,501,690.85	\$258,507.41
PETTY CASH	\$425.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$450.00	\$50.00
DUE FROM OTHER FUNDS	\$37,615.54	\$5,866.48	\$657,572.59	\$0.00	\$865,260.62	\$0.00	\$1,566,315.23	\$0.00
DUE TO OTHER FUNDS	\$1,292,705.50	\$11,027.70	\$30,611.82	(\$3,048.18)	\$183,728.17	\$0.00	\$1,515,025.01	\$52,076.73
LIABILITIES	\$10,046.76	\$0.00	\$0.00	\$142,000.28	\$0.00	\$0.00	\$152,047.04	\$0.00
NET BALANCE	\$1,705,740.32	(\$5,161.22)	\$626,985.77	(\$138,776.60)	\$755,577.71	\$565,183.19	\$3,509,549.17	\$209,609.57

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**Check Register with Invoices****Borough of Carroll Valley**

03-Nov-21

From: 01-Oct-21 To: 31-Oct-21

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Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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**Bank Account: 3 GENERAL FUND PLGIT CHECKING**

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1094	10/27/2021	14510	BCV F&M Sinking Fund		\$12,802.80	O
			102721 Transfer for payment of 11/1/21 for Loan # 410681-		\$12,802.80	

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**Bank Total: \$12,802.80**

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**Check Register with Invoices****Borough of Carroll Valley**

03-Nov-21

From: 01-Oct-21 To: 31-Oct-21

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Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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**Bank Account: 17 F&M SF - Bldg**

1061	10/27/2021	14505	F&M TRUST		\$12,802.80	O
			102721 New Building: Payment of 11/1/21		\$12,802.80	

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**Bank Total: \$12,802.80**

**Check Register with Invoices**

**Borough of Carroll Valley**

03-Nov-21

From: 01-Oct-21 To: 31-Oct-21

Check No    Check Date    VendorNo    Vendor    Invoice    Check Amount    Status

**Bank Account: 35 HIGHWAY AID FUND**

546	10/12/2021	702	RENTALS UNLIMITED, INC.		\$1,034.65	O
			2201139-0002 Roller Rental		\$1,034.65	
547	10/12/2021	151	RUSSELL STANDARD CORPORATION		\$26,976.20	O
			1013810 Seal Coating		\$26,976.20	
548	10/12/2021	14643	SPECIALTY GRANULES INC.		\$4,388.19	O
			7005416839 Freedom Trail - Stone		\$1,003.21	
			7005416358 Freedom Trail - Stone		\$343.71	
			7005417224 Freedom Trail - Stone		\$960.34	
			7005417955 Stone for Freedom, Plainview, High, and Buffalo Tr		\$2,080.93	
549	10/27/2021	14643	SPECIALTY GRANULES INC.		\$518.69	O
			7005420800 Aggregate: Ditch/Road Repairs		\$206.80	
			7005420659 Aggregate: Ditch/Road Repairs		\$96.36	
			7005420658 Aggregate: Ditch/Road Repairs		\$48.33	
			7005420967 Aggregate: Ditch/Road Repairs		\$167.20	
<b>Bank Total:</b>					<b>\$32,917.73</b>	

# Check Register with Invoices

Borough of Carroll Valley

03-Nov-21

From: 01-Oct-21 To: 31-Oct-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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**Bank Account: 51 F&M GF - Checking**

34242	10/12/2021	10	ADAMS COUNTY AUTO SUPPLY, INC.		\$2,908.74	O
			10821 Oil Filters		(\$80.16)	
			233699 Blades, Grease, Bulbs		\$929.36	
			231749-2 Oil Filters		\$24.04	
			232749 Oil Filters		\$502.36	
			231749-1 Oil Filters		\$36.02	
			231749 Oil Filters		\$1,449.88	
			227248 Oil Filters for PL5 and PL20		\$23.20	
			232749-1 Air Filters		\$24.04	
34243	10/12/2021	22	ADAMS ELECTRIC COOPERATIVE, IN		\$2,789.16	O
			3000-1021 STP: Country Club Trl. Pump Station: Svc 8/31/21-1		\$154.53	
			4700-1021 Boro Office: Svc 8/31/21-10/1/21		\$884.58	
			4704-1021 STP: Sanders Rd. Pump Station: Svc 8/31/21-10/1/21		\$1,750.05	
34244	10/12/2021	14391	CAPITAL REGION WATER		\$900.00	O
			10821 STP: Sludge testing August 2021		\$900.00	
34245	10/12/2021	81	COLLIFLOWER, INC.		\$172.97	O
			01542465 EQMS5: Hydraulic Hose		\$172.97	
34246	10/12/2021	110	EXCALIBUR TOWING		\$200.00	O
			10821 PL: Impound Inv # 13156		\$200.00	
34247	10/12/2021	14386	FLEET CHARGE ADVANTAGE		\$72.52	O
			21265010270 MS6: Mirror		\$72.52	
34248	10/12/2021	14412	GOVERNMENT MANAGEMENT SERVICE		\$3,000.00	O
			2825 Retainer for the month of September 2021		\$3,000.00	
34249	10/12/2021	155	HARRINGTON & SONS		\$19.92	O
			9243 EQPK1: Actuator Switch		\$19.92	
34250	10/12/2021	1204	KILMER INSURANCE AGENCY		\$500.00	O
			319 2021-22 Bond #B1191248		\$500.00	
34251	10/12/2021	196	LABORATORY, ANALYTICAL & BIOLO		\$366.00	O
			99277 STP: Testing September 2021		\$366.00	
34252	10/12/2021	137	MET-ED		\$72.31	O
			628-1021 Jacks Mtn & Skylark Trl: Street Lighting		\$72.31	

# Check Register with Invoices

Borough of Carroll Valley

03-Nov-21

From: 01-Oct-21 To: 31-Oct-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
34253	10/12/2021	975	PA MUNICIPAL HEALTH INSURANCE		\$32,514.30	O
			10821 November 2021: Major Medical, Dental, Vision		\$32,514.30	
34254	10/12/2021	241	PA MUNICIPAL RETIREMENT SYSTEM		\$7,062.63	O
			101221-1 3rd Qtr 2021: Police Pension Contribution		\$2,084.68	
			101221 3rd Qtr 2021: Pension Contribution		\$4,977.95	
34255	10/12/2021	874	PENNSYLVANIA ONE CALL SYSTEM,		\$30.60	O
			924573 September 2021: Activity Fee		\$30.60	
34256	10/12/2021	14584	READYREFRESH BY NESTLE		\$48.94	O
			0191-1021 MS: Water: September 2021		\$8.00	
			0781-1021 STP: Water: September 2021		\$40.94	
34257	10/12/2021	14145	SALZMANN HUGHES, P.C.		\$1,677.00	O
			09316 Representation as Borough Solicitor		\$1,285.00	
			09317 Municipal Claims		\$392.00	
34258	10/12/2021	1005	SECURITY BENEFIT GROUP		\$4,010.08	O
			101221-1 Deferred Comp: Payroll dated 9/27/21		\$1,737.39	
			101221 Deferred Comp: Payroll dated 9/10/21		\$2,272.69	
34259	10/12/2021	310	SHEALERS SEPTIC SERVICE		\$4,068.00	O
			10821 HT: September 2021		\$4,068.00	
34260	10/12/2021	14643	SPECIALTY GRANULES INC.		\$182.41	O
			7005418684 Stone for Patio		\$104.92	
			7005418875 Stone for Patio		\$77.49	
34261	10/12/2021	14607	STOUFFER MECHANICAL CONTRACTO		\$630.00	O
			5628 Boro Building Humidity Issue		\$630.00	
34262	10/12/2021	14232	TALLEY PETROLEUM ENTERPR		\$1,686.65	O
			10821 Fuel & Diesel Fuel: September 2021		\$1,686.65	
34263	10/12/2021	14493	THE YORK WATER COMPANY		\$75.64	O
			10821 Water: Svc 8/24/21-9/21/21		\$75.64	
34264	10/12/2021	17719	TOSHIBA AMERICA BUSINESS SOLUT		\$67.76	O
			5473811 Extra Copies		\$67.76	
34265	10/12/2021	17713	TOSHIBA FINANCIAL SERVICES		\$332.33	O

# Check Register with Invoices

Borough of Carroll Valley

03-Nov-21

From: 01-Oct-21 To: 31-Oct-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
			454722786	October 2021: Copier Lease	\$332.33	
34266	10/12/2021	14207	WEST PENN POWER		\$2,362.44	O
			822-1021 Green Trl: Svc 8/31/21-9/29/21		\$7.91	
			872-1021 14 Ranch Trl: Svc 8/31/21-9/29/21		\$203.42	
			218-1021 Street Lights		\$2,074.10	
			594-1021 Ranch Trl: Svc 8/31/21-9/29/21		\$10.63	
			294-1021 14 Ranch Trl: Barn: Svc 8/31/21-9/29/21		\$66.38	
34267	10/12/2021	14622	WILLIAMS SCOTSMAN, INC.		\$532.50	O
			9011680944 STP: October 2021 Office Trailer		\$532.50	
34268	10/12/2021	1042	YORK/ADAMS TAX BUREAU		\$3,546.28	O
			101221 3rd Qtr 2021: Local Tax Withheld		\$3,546.28	
34269	10/19/2021	22	ADAMS ELECTRIC COOPERATIVE, IN		\$2,076.22	O
			1500-1021 Street Lights		\$1,681.25	
			1701-1021 Pavilion: Svc 8/31/21-10/1/21		\$91.28	
			4500-1021 Trout Run Trl: Svc 8/31/21-10/1/21		\$130.88	
			8400-1021 Jacks Mtn Rd: Svc 8/31/21-10/1/21		\$41.77	
			4800-1021 MS Bldg: Svc 8/31/21-10/1/21		\$46.99	
			4200-1021 Ski Run Trl: Svc 8/31/21-10/1/21		\$84.05	
34270	10/19/2021	1191	COMCAST CABLE		\$1,027.56	O
			131770636 STP: 119A Sanders Rd.: Svc 10/1/21-10/31/21		\$62.30	
			2989-1021 STP: 119A Sanders Rd.: Svc 10/13/21-11/14/21		\$51.19	
			131770636-4 Boro Office: Svc 10/1/21-10/31/21		\$219.60	
			131770636-3 Zoning: Svc 10/1/21-10/31/21		\$47.00	
			131770636-2 PL: Svc 10/1/21-10/31/21		\$282.00	
			131770636-1 14 Ranch Trl: Svc 10/1/21-10/31/21		\$119.51	
			2005-1021 Internet Fees		\$245.96	
34271	10/19/2021	114	FAIRFIELD COMMUNITY FIRE COMPA		\$16,210.45	O
			101921 2021 Foreign Fire Ins. Allotment		\$16,210.45	
34272	10/19/2021	113	FAIRFIELD FIRE & EMS		\$75,668.97	O
			101921-1 2021 Fire Tax Payment		\$72,733.30	
			101921 2020 Remaining Fire Tax		\$2,935.67	
34273	10/19/2021	121	FOUNTAINDALE VOLUNTEER FIRE		\$5,403.49	O
			101921 2021 Foreign Fire Ins. Allotment		\$5,403.49	



# Check Register with Invoices

Borough of Carroll Valley

03-Nov-21

From: 01-Oct-21 To: 31-Oct-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
34274	10/19/2021	122	FOUNTAINDALE VOLUNTEER FIRE DE		\$25,222.99	O
			101921-1 2021 Fire Tax Payment		\$24,244.43	
			101921 2020 Remaining Fire Tax		\$978.56	
34275	10/19/2021	17724	GEORGE HARBAUGH JR.		\$100.00	O
			101921 Straw Bales		\$100.00	
34276	10/19/2021	14326	GUERNSEY OFFICE PRODUCTS		\$611.07	O
			2178136 Toilet Paper, Mop Heads, Soap, Paper Towels		\$611.07	
34277	10/19/2021	241	PA MUNICIPAL RETIREMENT SYSTEM		\$164,266.00	O
			101921 2021 MMO Payment: Non-Uniform		\$124,391.00	
			101921-1 2021 MMO Payment: Police		\$39,875.00	
34278	10/19/2021	244	PA UC FUND		\$139.07	O
			101921 2021 3rd Qtr UC Pmt		\$139.07	
34279	10/19/2021	270	PSAB U/C PLAN		\$475.19	O
			101921 3rd Qtr 2021 Payment		\$475.19	
34280	10/19/2021	1239	SPRINT		\$137.96	O
			53790-149 PL: Connection Card Data Plan: Svc 9/1/21-9/30/21		\$137.96	
34281	10/27/2021	1165	██████████		\$315.82	O
			102721 2021 Medical Deductible Reimbursement		\$315.82	
34282	10/27/2021	14374	AMERICAN UNITED LIFE INS		\$343.20	O
			102621 Life & Disability Premium: November 2021		\$343.20	
34283	10/27/2021	1191	COMCAST CABLE		\$94.57	O
			0019274-1021 99 Country Club Trl: Emergency Dialer		\$94.57	
34284	10/27/2021	83	COMMONWEALTH OF PENNSYLVANIA		\$35.00	O
			102621 Pesticide License: 1/1/22-12/31/22		\$35.00	
34285	10/27/2021	14219	COMMUNITY MEDIA OF SOUTH CENT		\$200.00	O
			1325 CVB Council Meeting: September 2021		\$200.00	
34286	10/27/2021	1058	CORRIE L. ONDRIZEK		\$100.00	O
			102621 Zoning Hearing Board: Mason		\$100.00	
34287	10/27/2021	852	FAIRFIELD MUNICIPAL AUTHORITY		\$25.00	O

# Check Register with Invoices

Borough of Carroll Valley

03-Nov-21

From: 01-Oct-21 To: 31-Oct-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
			102621 3rd Qtr 2021: Hydrant Fee		\$25.00	
34288	10/27/2021	884	FLOHR LUMBER CO.		\$49.99	O
			7896 Grass Seed for Patio Area		\$49.99	
34289	10/27/2021	14576	FRANTZ PLUMBING LLC		\$170.00	O
			19763 Backflow Testing		\$170.00	
34290	10/27/2021	356	GETTYSBURG TIMES		\$196.80	O
			40838 Legal Ad: Zoning Hearing Board		\$196.80	
34291	10/27/2021	1156	KAREN HEFLIN, RECORDER		\$18.50	O
			102621 Filing Fee: Strm. Wtr. Agreement: 15 Buffalo Trail		\$18.50	
34292	10/27/2021	1204	KILMER INSURANCE AGENCY		\$500.00	O
			365 2022-2023 Bond #1191245		\$500.00	
34293	10/27/2021	825	KPI TECHNOLOGY		\$9,891.08	O
			8744-1 SEO Services		\$848.16	
			8744-2 Lake Carroll Engineering Services		\$1,311.00	
			8763 SEO Services		\$7,161.92	
			8744-3 Ranch Trl: Bridge Engineering Services		\$471.00	
			8744 Cortner Pavilion Remodel		\$99.00	
34294	10/27/2021	14472	NULLS LIQUID CHLORINE		\$971.00	O
			9252 Sodium Hypochlorite & Granular Chlorine		\$971.00	
34295	10/27/2021	1147	OLYMPIAN ATHLETICS		\$1,145.40	O
			11525 MS Clothing		\$1,145.40	
34296	10/27/2021	253	PENNSYLVANIA CHIEFS OF POLICE		\$150.00	O
			4461 Testing and Consulting: Ad Entry Level Police		\$150.00	
34297	10/27/2021	993	PETRO-CHOICE		\$155.00	O
			50686979 55 Gallon Drum of Diesel Exhaust Fluid		\$155.00	
34298	10/27/2021	14665	RABOLDS SERVICES		\$168.00	O
			26093 PL:September 2021 Calibrations		\$168.00	
34299	10/27/2021	14651	REAGAN YEARS L.L.C.		\$5,000.00	O
			102621 J-4: 2022 Band Down Payment		\$5,000.00	
34300	10/27/2021	14585	SAGE Technology Solutions		\$467.21	O

# Check Register with Invoices

Borough of Carroll Valley

03-Nov-21

From: 01-Oct-21 To: 31-Oct-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
			139108 Windows 10 Upgrade		\$467.21	
34301	10/27/2021	14623	SCHAEDLER YESCO		\$29.70	O
			87482 Timer Switch for Basketball Court		\$29.70	
34302	10/27/2021	1072	SCHAEFER PYROTECHNICS, INC.		\$5,980.00	O
			2049 2022 July 4th Celebration Fireworks: Down Payment		\$5,980.00	
34303	10/27/2021	1005	SECURITY BENEFIT GROUP		\$3,646.26	O
			102721-1 Deferred Comp: Payroll dated 10/26/21		\$1,830.13	
			102721 Deferred Comp: Payroll dated 10/12/21		\$1,816.13	
34304	10/27/2021	14548	Stacy L. Krietz		\$663.50	O
			102621 October 2021: Office Cleaning		\$663.50	
34305	10/27/2021	363	U.S. MUNICIPAL SUPPLY, INC.		\$867.64	O
			1173198-1 Hydraulic Filter		\$49.30	
			1173198 Signs, Cones, Barricades		\$818.34	
<b>Bank Total:</b>					<b>\$392,351.82</b>	

# Check Register with Invoices

Borough of Carroll Valley

03-Nov-21

From: 01-Oct-21 To: 31-Oct-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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## Bank Account: 61 F&M SWA - Checking

262	10/28/2021	14678	PA MUNICIPAL CODE ALLIANCE, IN		\$846.63	O
			35236 Phase 1: Sanders Rd. Pump Station Permit		\$846.63	

**Bank Total:**

**\$846.63**

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**Check Register with Invoices****Borough of Carroll Valley***03-Nov-21*

From: 01-Oct-21 To: 31-Oct-21

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Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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<b>Total Of Checks:</b>					<b>\$451,721.78</b>	
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**MEMORANDUM**

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**TO:** BOROUGH COUNCIL; MAYOR  
**FROM:** DAVID HAZLETT, BOROUGH MANAGER  
**SUBJECT:** SALE OF DUMP TRUCK  
**DATE:** 11/4/2021  
**CC:** GAYLE MARTHERS

---

I am requesting the council consider the following action regarding the sale of the 2006 International Dump Truck:

“Motion to approved the advertisement of the electronic auction of the 2006 International Dump Truck with Plow and Spreader at a starting price of \$25,000 and authorizing the sale of said equipment to the auction’s highest bidder.”

## 2006 INTERNATIONAL 7400 SINGLE-AXLE DUMP TRUCK W/ PLOW-SPREADER ☆

Listing Number: 39973119 | [Fairfield, PA US](#) | [Borough of Carroll Valley 3](#)

[Cancel](#)



**BIDDING HAS NOT STARTED FOR THIS AUCTION.**

Come back in:

**5 Days, 22 Hours**



### 🔑 AUCTION DETAILS

Starting Bid: \$25,000.00

Current Price: \$25,000.00

Buyer's Fee: 9.00 %

Start Date Wednesday, November 10, 2021 8:00 AM ET

End Date Friday, November 19, 2021 12:00 PM ET

Bid History 0 Bids

Page Views 6

Watchers 0

### 💰 PAYMENT DETAILS

## ITEM DESCRIPTION

2006 International 7400 Single Axle Dump Truck with 18570 miles  
11 foot Flink Plow  
Monroe Spreader  
8 speed lolo transmission  
DT 466E Engine  
AC

## ADDITIONAL INFORMATION ON THIS AUCTION

Will Item results be voted on	No
Will you ship this item	No. Pickup only.
In person item inspection information	Call 717-642-8269 and schedule appointment
Pickup Location Details	14 Ranch Trail, Fairfield, PA 17320
Make Pickup Location Information Public	Yes
Does it start	Yes
Is it drivable off the lot	Yes
Is it currently inspected	Yes
Vehicle has a transferable title	Yes
Miles	18570
VIN	1htwdaar86j229811
Year	2006
Make	International
Model	7400
Trim Level	-
Body Style	CONVENTIONAL CAB
Engine Type	7.6L L6 DIESEL
Transmission_short	No data
Transmission_long	No data
Driveline	4X2
Fuel Economy_city	No data
Fuel Economy_highway	No data
Is Restricted	No



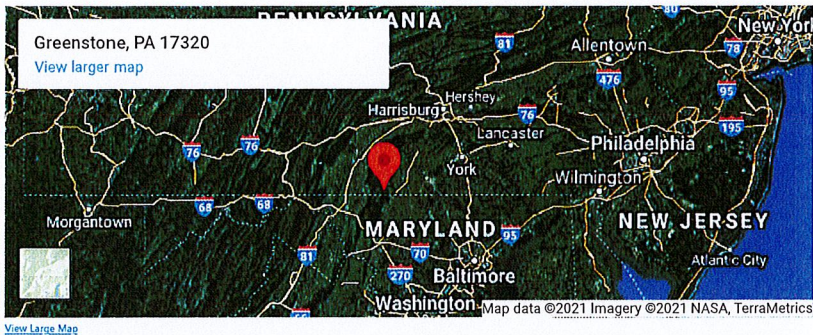
## QUESTIONS/ANSWERS

Ask the seller a question about this auction.

No one has asked a question on this item yet.

## ITEM LOCATION




This location is a general area based on the sellers zip code. It is not the specific address where the item is located.



**Municibid** Municibid is a convenient and easy-to-use online auction service for government agencies, schools, authorities and utilities to sell their surplus and forfeitures directly to the public. All auctions take place online and are available to bid 24 hours a day.



### CONTACT US

-  [Help](#)  
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Message a Municibid expert
-  800-531-6074  
Call our support voice messaging system

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Get Notified of New Auctions!



**FOR SALE**

The Borough of Carroll Valley is accepting bids via [Municibid.com](http://Municibid.com) website until Tuesday, November 23, 2021 for the following:

1. 2006 International Dump Truck with Plow & Spreader

Anyone wishing to inspect any item(s) should contact the Borough Office at 717-642-8269.

The Borough of Carroll Valley does not provide any guaranties and/or warranties relative to the item(s) being sold. Thus, the item(s) is/are offered on an "AS IS – WHERE IS" basis. The Borough of Carroll Valley reserves the right to accept or reject any or all bids. ACCEPTABLE PAYMENT METHODS ARE CASH, CREDIT CARD, or CERTIFIED CHECK. All Items MUST be paid for and picked up on or before Friday, December 3, 2021 at 3:00pm.

Gayle R. Marthers

Borough Secretary

Members of Borough Council  
Borough of Carroll Valley  
Carroll Valley, Pennsylvania

Members of the Authority  
Carroll Valley Sewer and Water Authority  
Carroll Valley, Pennsylvania

This letter is to inform the Members of Borough Council of the Borough of Carroll Valley (Borough) and the Members of the Authority of Carroll Valley Sewer and Water Authority (Authority) about significant matters related to the conduct of our audit as of and for the year ended December 31, 2020, so that they can appropriately discharge their oversight responsibility and we comply with our professional responsibilities.

Generally accepted auditing standards (AU-C 260, *The Auditor's Communication With Those Charged With Governance*) require the auditor to promote effective two-way communication between the auditor and those charged with governance. Consistent with this requirement, the following summarizes our responsibilities regarding the financial statement audit as well as observations arising from our audit that are significant and relevant to your responsibility to oversee the financial reporting process:

**Our Responsibilities with Regard to the Financial Statement Audit**

Our responsibilities under auditing standards generally accepted in the United States of America have been described to you in our arrangement letter dated January 7, 2021. Our audit of the financial statements does not relieve management or those charged with governance of their responsibilities, which are also described in that letter.

**Overview of the Planned Scope and Timing of the Financial Statement Audit**

We have issued a separate communication dated January 7, 2021, regarding the planned scope and timing of our audit and identified significant risks.

**Significant Accounting Practices, Including Policies, Estimates and Disclosures**

The following identifies the qualitative aspects of significant accounting practices, including accounting policies, accounting estimates and financial statement disclosures which you may wish to monitor as part of your oversight responsibilities of the financial reporting process.

*Preferability of Accounting Policies and Practices*

Under the modified cash basis of accounting, in certain circumstances, management may select among alternative accounting practices. In our view, in such circumstances, management has selected the preferable accounting practice.

## **Significant Accounting Practices, Including Policies, Estimates and Disclosures (Continued)**

### *Adoption of, or Change in, Accounting Policies*

Management, Members of Borough Council and Members of the Authority have the ultimate responsibility for the appropriateness of the accounting policies used by the Borough and the Authority.

Following are descriptions of significant accounting policies or their applications which were considered for adoption during the year:

GASB Statement No. 83, *Certain Asset Retirement Obligations*, addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset.

GASB Statement No. 84, *Fiduciary Activities*, establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.

GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*, requires that additional essential information related to debt be disclosed in notes to financial statements, including unused lines-of-credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences and significant subjective acceleration clauses. This Statement also requires that existing and additional information be provided for direct borrowings and direct placements of debt separately from other debt.

GASB Statement No. 90, *Majority Equity Interests - An Amendment of GASB Statements No. 14 and No. 61*, improves the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and improves the relevance of financial statement information for certain component units.

GASB Statement No. 95, *Postponement of the Effective dates of Certain Authoritative Guidance*, provides temporary relief to governments and other stakeholders in light of the COVID-19 pandemic by postponing effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effective for periods beginning after June 15, 2018, and later.

Following are descriptions of accounting pronouncements which will be considered for implementation in subsequent years, with modified effective dates as established by GASB Statement No. 95:

GASB Statement No. 87, *Leases*, will be effective for the Borough beginning with its year ending December 31, 2022 (fiscal periods beginning after June 15, 2021). This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset.

GASB Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*, will be effective for the Borough beginning with its year ending December 31, 2021 (periods beginning after December 15, 2020). This Statement establishes accounting requirements for interest cost incurred before the end of a construction period to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and to simplify accounting for interest cost incurred before the end of a construction period.

### **Significant Accounting Practices, Including Policies, Estimates and Disclosures (Continued)**

GASB Statement No. 91, *Conduit Debt Obligations*, will be effective for the Borough beginning with its year ending December 31, 2022 (periods beginning after December 15, 2021). This Statement provides a single method of reporting conduit debt obligations by issuers and eliminates diversity in practice.

GASB Statement No. 92, *Omnibus 2020*, will be effective for the Borough beginning with its year ending December 31, 2022 (fiscal periods beginning after June 15, 2021). This Statement enhances comparability in accounting and financial reporting and improves consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of various GASB standards previously issued.

GASB Statement No. 93, *Replacement of Interbank Offered Rates*, will be effective for the Borough beginning with its year ending December 31, 2022 (fiscal periods beginning after June 15, 2021). This Statement addresses accounting and financial reporting implications that result from the replacement of an IBOR.

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, will be effective for the Borough beginning with its year ending December 31, 2023 (fiscal periods beginning after June 15, 2022). This Statement improves financial reporting by addressing issues related to public-private and public-public partnerships.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, will be effective for the Borough beginning with its year ending December 31, 2023 (fiscal periods beginning after June 15, 2022). This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users.

GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans - an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*, will be effective in varying states, with certain requirements that go into effect immediately and all other requirements becoming effective for the Borough beginning with its year ending December 31, 2022 (fiscal periods beginning after June 15, 2021). This Statement (1) increases consistency and comparability related to the reporting of fiduciary component units where a governing board does not exist and the primary government performs the duties that a governing board typically would perform; (2) mitigates costs associated with the reporting of certain defined contribution pension plans and OPEB plans and other employee benefit plans as fiduciary component units; and (3) enhances the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans that meet the definition of a pension plan.

The Borough's management has not yet determined the effects, if any, that these Statements will have on the Borough's financial statements.

We did not discuss with management any alternative treatments within the modified cash basis of accounting for accounting policies and practices related to material items during the current audit period.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgments. The process used by management encompasses its knowledge and experience about past and current events and certain assumptions about future events. Management has informed us that it used all relevant facts available to it at the time to make the best judgments about accounting estimates, and we considered this information in the scope of our audit.

The estimate significant to the financial statements includes depreciation expense on capital assets.



## **Significant Accounting Practices, Including Policies, Estimates and Disclosures (Continued)**

Management's estimate of this item is based on current and historical information available to management. We evaluated the key factors and assumptions used to develop the estimates and determined that they are reasonable in relation to the financial statements taken as a whole.

### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Borough's financial statements relate to:

- Deposits and Investments (Note 3)
- Fixed Assets (Note 6)
- Long-Term Debt (Note 7)
- Defined-Benefit Pension Plans (Note 8)
- Commitments and Subsequent Events (Notes 16 and 18)

The financial statement disclosures are objective, consistent and clear.

### *Significant or Unusual Transactions*

We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

## **Significant Audit Adjustments**

There were audit adjustments made to the original trial balances that were presented to us to begin our audit. The significant audit adjustment proposed by us and recorded by the Borough included recognizing depreciation expense in the Sewer and Water Authority of \$75,955.

## **Uncorrected Misstatements**

We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.

## **Other Information in Documents Containing Audited Financial Statements**

We are not aware of any other documents that contain the audited financial statements. If such documents were to be published, we would have a responsibility to determine that such financial information was not materially inconsistent with the audited statements of the Borough.

## **Disagreements with Management**

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the financial statements.

## **Consultations with Other Accountants**

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

## **Significant Issues Discussed with Management**

No significant issues arising from the audit were discussed with or were the subject of correspondence with management.

## **Significant Difficulties Encountered in Performing the Audit**

We did not encounter any significant difficulties in dealing with management during the audit.

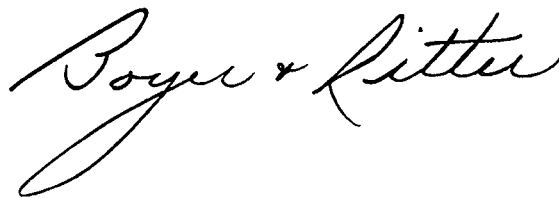
**Significant Written Communications Between Management and Our Firm**

We have requested certain representations from management that are included in the management representation letter dated October 21, 2021.

**Closing**

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to the Borough of Carroll Valley and the Carroll Valley Sewer and Water Authority.

This report is intended solely for the information and use of the Members of Borough Council, the Members of the Authority and management and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in cursive script that reads "Boyer & Ritter". The signature is written in black ink and is centered on the page.

Chambersburg, Pennsylvania  
October 21, 2021

**INDEPENDENT AUDITOR'S REPORT  
ON SUMMARY FINANCIAL STATEMENTS**

Members of Borough Council  
Borough of Carroll Valley  
Carroll Valley, Pennsylvania

The accompanying summary financial statements of the Borough of Carroll Valley, Pennsylvania, which consist of the concise balance sheet as of December 31, 2020, and the concise statement of revenues received and expenditures paid for the year then ended, are derived from the audited financial statements as of and for the year ended December 31, 2020, which collectively comprise the primary government basic financial statements. We expressed an unmodified audit opinion on those audited financial statements in our report dated October 21, 2021. The audited financial statements, and the summary financial statements derived therefrom, do not reflect the effects of events, if any, which occurred subsequent to the date of our report on the audited financial statements.

The summary financial statements do not contain all of the disclosures required by the modified cash basis of accounting. Reading the summary financial statements, therefore, is not a substitute for reading the audited financial statements of the Borough of Carroll Valley.

**Management's Responsibility for the Summary Financial Statements**

Management is responsible for the preparation of the summary financial statements on the modified cash basis of accounting.

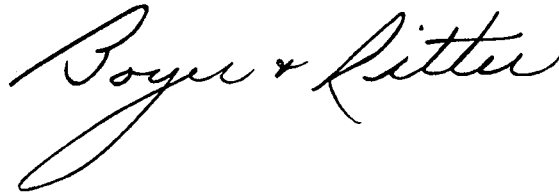
**Auditor's Responsibility**

Our responsibility is to express an opinion about whether the summary financial statements are consistent, in all material respects, with the audited financial statements based on our procedures, which were conducted in accordance with auditing standards generally accepted in the United States of America. The procedures consisted principally of comparing the summary financial statements with the related information in the audited financial statements from which the summary financial statements have been derived, and evaluating whether the summary financial statements are prepared in accordance with the modified cash basis of accounting. We did not perform any audit procedures regarding the audited financial statements after the date of our report on those financial statements.



**Unmodified Opinion**

In our opinion, the summary financial statements of the Borough of Carroll Valley and Carroll Valley Sewer and Water Authority, Pennsylvania, as of December 31, 2020, referred to above are consistent, in all material respects, with the audited financial statements from which they have been derived, on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

A handwritten signature in cursive script that reads "Boyer & Ritten". The signature is written in dark ink and is centered on the page.

Chambersburg, Pennsylvania  
October 21, 2021

**BOROUGH OF CARROLL VALLEY  
 CONCISE FINANCIAL STATEMENTS FOR PUBLICATION  
 PREPARED ON THE MODIFIED CASH BASIS**

**CONCISE BALANCE SHEET - COMBINED FUNDS  
 December 31, 2020**

	Borough of Carroll Valley	Carroll Valley Sewer and Water Authority
<b>Assets</b>		
Cash and investments	\$ 2,945,517	\$ 369,031
Due to/from	52,077	(52,077)
General fixed assets, net of depreciation	6,078,509	1,272,681
<b>Total assets</b>	<b>\$ 9,076,103</b>	<b>\$ 1,589,635</b>
<b>Liabilities and Fund Balance</b>		
Current liabilities	\$ 9,346	\$ -
Long-term debt (last maturity 2042)	1,483,467	-
Fund balances	7,583,290	1,589,635
<b>Total liabilities and fund balance</b>	<b>\$ 9,076,103</b>	<b>\$ 1,589,635</b>

**CONCISE STATEMENT OF REVENUES RECEIVED AND EXPENDITURES PAID  
 Year Ended December 31, 2020**

	Borough of Carroll Valley	Carroll Valley Sewer and Water Authority
Balance in Treasury, beginning of year	\$ 2,474,203	\$ 385,882
<b>Revenues Received</b>		
Taxes, all sources (Assessed Value \$429,361,800)	1,831,716	-
Licenses and permits	61,255	-
Fines and forfeits	22,409	-
Interest, rents and royalties	87,471	1,775
Intergovernmental revenues	527,556	-
Charges for services	557,448	4,749
Miscellaneous revenues	26,849	9,101
<b>Expenditures Paid</b>		
General government	(373,936)	-
Public safety	(473,777)	-
Public works - sanitation	(180,971)	(32,476)
Public works - highways	(485,199)	-
Culture and recreation	(105,978)	-
Debt service	(328,703)	-
Employer paid benefits and withholdings	(629,889)	-
Miscellaneous expenditures	(64,937)	-
Balance in Treasury, end of year	<b>\$ 2,945,517</b>	<b>\$ 369,031</b>

## **NOTICE OF AUDIT**

**The financial statements of the Borough of Carroll Valley and the Carroll Valley Sewer and Water Authority as of and for the year ended December 31, 2020, and the related auditor's report, are available for public inspection at 5685 Fairfield Road, Carroll Valley, Pennsylvania 17320, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.**

**Gayle R. Marthers**

**Borough Secretary**

## BUDGET NOTICE

The 2022 proposed budget for the Borough of Carroll Valley has been tentatively adopted with the intent to set the following tax rates: Real Estate - 2.45 mils.; Dedicated Fire/EMS - .25 percent; Earned Income - .50 percent; Realty Transfer - .50 percent; and Admissions – 5.0 percent or as permitted by law. Final adoption of the 2022 proposed budget and tax resolutions is scheduled for the regular Borough Council meeting on December 14, 2021 beginning at 7:00 PM at the Borough Office, 5685 Fairfield Road, Carroll Valley, Pennsylvania.

The 2022 proposed budget is available for inspection at the Borough Office weekdays from 8:30 AM to 4:00 PM, between November 10, 2021 and December 14, 2021.

Gayle R. Marthers

Borough Secretary

## MEMORANDUM

TO: Borough Council of Carroll Valley

DATE: November 5, 2021

RE: Conveyance of Water and Sewer System to Borough

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I have been asked to review the current status of the Carroll Valley Sewer and Water Authority (hereinafter "Municipal Authority"). It is our understanding that the sewer service system services one business outside of the corporate limits of the Borough and possibly one residence. In addition, the Borough has a couple holding tank customers located outside of the Borough. Further, it is our understanding that at this time the Municipal Authority has no outstanding debt. However, there is an upcoming project that will require significant funds to overhaul the wastewater treatment plant.

There are two primary reasons for a municipality to form a municipal authority. One is to act as a financing entity to relieve that burden from the Borough. However, under the local government unit debt act, debt that is self-liquidating can be excluded from counting against a municipality's borrowing base if the debt is funded from the rates, revenues, and receipts of the project.

The second reason is to provide extraterritorial service. This is service beyond the corporate boundaries of the municipality that are beyond de minimis. A municipal authority that provides extraterritorial service is not subject to the regulation of the Public Utilities Commission.

Here, there does not appear to be a compelling reason for a municipal authority to own or operate the sewer system. The Authority is not an operating authority, rather it is a lease back, which results in Borough staff performing all operational functions of the Authority. There is not more than de minimis extraterritorial service. The financing needs of the Authority are aside from the present project, not frequent or of staggering amounts.

The Borough has found it difficult to consistently find Authority board members, despite meeting only a few times per year. In addition, since the Authority is a separate corporate entity, it is required to have its own audit and insurance. The Borough is empowered to own and operate a wastewater system and for all intents and purposes has done so for decades.

If the Borough determines that the additional layer of the Authority is no longer desirable options for dissolving the Authority are set forth below.

#### Conveyance of Water and Sewer System to Borough

Section 5622(a) of the Municipalities Authorities Act (the "Act") entitled "Conveyance by Authorities to Municipalities or School Districts of Established Projects" reads, in pertinent part, as follows:

**(a) Project.** – If a project established under this chapter by a board appointed by a municipality is of a character which the municipality has power to establish, maintain or operate, and the **municipality desires to acquire the project it may, by appropriate resolution or ordinance** adopted by the proper authorities signify its desire to do so, and the authorities shall convey the appropriate instrument the project to the municipality upon the assumption by the municipality of all the obligations incurred by the authorities with respect to that project. 53 Pa.C.S.A. §5622(a) (**emphasis added**).

Currently, the Municipal Authority operates the sanitary sewer system and water system. Pursuant to Chapters 20 and 24 of the Borough Code, the Borough has the power to establish, maintain and operate a sanitary sewer system and water system.

Therefore and since the water and sewer system is the type of project that can be established, maintained and operated by the Borough pursuant to the Borough Code, the Borough, if it desires, may take the steps set forth below to transfer the projects (Water and Sewer) from the Municipal Authority to the Borough.

Additionally, if the Authority is inclined to terminate its existence and transfer all of its assets and property to the Borough, the Borough could utilize the process set forth in Section 5619 of the Act to effectuate the transfer and the dissolution of the Municipal Authority. Section 5619 provides as follows:

**(a) Conveyance of projects.**--When an authority has finally paid and discharged all bonds, with interest due, which have been secured by a pledge of any of the revenues or receipts of a project, the authority may, subject to agreements concerning the operation or disposition of the project, convey the project to the municipality creating the authority or, if the project is a public school project, to the school district to which the project is leased.

**(b) Conveyance of property.**--When an authority has finally paid and discharged all bonds issued and outstanding and the interest due on them and settled all other outstanding claims against it, the authority may convey all its property to the municipality or municipalities or, if the property is public school property, then to the school district for which the property was financed, and terminate its existence.

**(c) Certificate.**--An authority requesting to terminate its existence must submit a certificate requesting termination to the municipality which created it. If the certificate is approved by the municipality by its ordinance or resolution, the certificate shall be filed in the office of the Secretary of the Commonwealth; and the secretary shall note the termination of existence on the record of incorporation and return the certificate with

approval to the board. The board shall cause the certificate to be recorded in the office of the recorder of deeds of the county. Upon recording, the property of the school property, then to the school district for which the property was financed; and the authority shall cease to exist.

Therefore, the steps to either taking back the project or an amicable dissolution of the Municipal Authority are as follows:

- A. The Borough would have to pass an ordinance to either take back the sewer and water project from the Municipal Authority or to approve the Authority's request for dissolution if so offered.
  - i. This includes all physical assets.
  - ii. This also includes all capital reserve funds.

The transfer of all property and assets of the Authority would be required.

- B. The Borough would have to assume all existing debt, if any, of the Municipal Authority.

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**INTEROFFICE MEMORANDUM**

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**TO:** BOROUGH COUNCIL  
**FROM:** DAVID HAZLETT, BOROUGH MANAGER  
**SUBJECT:** SOLID WASTE CONTRACT  
**DATE:** 11/5/2021  
**CC:** FILE

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The Borough is preparing to put the solid waste contract out to bid as has been previously done by the County for the past decade. Attached are the bid forms and proposed contract documents for our Southwest Group of Municipalities, of which Carroll Valley is a part. The only change in the document is the inclusion of Option 2 which would allow for Optional Bi-weekly Recycling. The Borough has previously agreed to participate in the cooperative bidding process; therefore, these documents are brought before you for your review as an update on the project.

**Action Requested:** Motion to Advertise for bid the Solid Waste Contract for letting on Wednesday, December 29, 2021 with the intent to award a contract at the respective January 2022 meetings of all municipalities.



**MEMORANDUM OF UNDERSTANDING BETWEEN**

**ADAMS COUNTY MUNICIPALITIES OF:**

**BOROUGH OF CARROLL VALLEY, FAIRFIELD BOROUGH, FREEDOM  
TOWNSHIP, HAMILTONBAN TOWNSHIP, HIGHLAND TOWNSHIP, AND  
LIBERTY TOWNSHIP**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Borough of Carroll Valley (hereinafter the “Borough”) and Fairfield Borough, Freedom Township, Hamiltonban Township, Highland Township, and Liberty Township located in Adams County, Pennsylvania (hereinafter “SW Municipalities”).

**WITNESSETH:**

**WHEREAS**, the Borough and the SW Municipalities are parties to a certain Waste Collection Agreement with \_\_\_\_\_ dated \_\_\_\_\_ for the facilitation of solid waste and recyclable collection in the respective municipalities (the “Waste Collection Agreement”); and

**WHEREAS**, the Waste Collection Agreement is set to expire on \_\_\_\_\_; and

**WHEREAS**, Borough and the SW Municipalities (the “Parties”) desire to enter into a new solid waste and recyclable collection contract individually and intent to jointly submit a request for bids; and

**WHEREAS**, the Parties desire to specifically delineate their respective rights and obligations in the bidding process.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions herein set forth, the parties hereto, each intending to be legally bound, covenant and agree as follows:

1. The above recitals are incorporated herein by reference thereto and made a part of this MOU.
2. The SW Municipalities hereby authorize Borough to organize, prepare, and draft any and all documentation necessary for the Parties to jointly seek bids, award, and enter in a new solid waste and recyclable collection contract.
3. The Borough shall submit bid documents to the SW Municipalities for review and approval prior to advertising the contract for public bidding.
4. The SW Municipalities agree to be bound by the terms and conditions of all bid and contract documentation drafted by Borough.

5. The Parties understand and agree the project will be bid out jointly and each party hereto shall individually decide whether to accept or reject a bid from the overall lowest responsible bidder.
6. In the event one or more Parties rejects the bid from overall lowest responsible bidder, such rejection shall have no effect on the other Parties' ability to accept the bid.
7. The Parties agree that the cost incurred by the Borough for the preparation, advertising, and review of the bid documents as contemplated herein shall be born equally by the Parties.
8. The laws of the Commonwealth of Pennsylvania shall govern this MOU, its interpretation and performance of any resulting claims.
9. This MOU constitutes the entire agreement between the Parties hereto and supersedes all prior negotiations, understandings, and agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver, or discharge of any provision of this MOU shall be effective against any party unless that Party shall have consented thereto in writing.
10. The time for performance of the Parties' duties and obligations as set forth herein is deemed of the essence.
11. The Parties hereby certify that the persons signing below are authorized to enter into this MOU and to bind the Parties to the terms of this MOU.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this MOU the day and year first above written.

Borough of Carroll Valley

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Fairfield Borough

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Freedom Township

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Hamiltonban Township

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Highland Township

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Liberty Township

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**SPECIFICATIONS, INSTRUCTIONS, PROPOSAL AND CONTRACT**

**For services in Adams County Municipalities for the following:**

**2022 Curbside Collection, Transportation and Processing of Municipal Solid Waste and  
Recyclables**

**Issued:**

\_\_\_\_\_, 20\_\_\_\_

**NOTICE – SEEKING BIDS**

**2022 Curbside Collection, Transportation and Processing of Municipal Solid Waste and  
Recyclables**

Multiple Municipalities of Adams County (listed below) are accepting sealed bids for:  
**2022 Curbside Collection, Transportation and Processing of Municipal Solid Waste and  
Recyclables**

A complete proposal packet may be obtained either by picking up a hard copy at the office indicated below or by visiting the Website indicated below:

\_\_\_\_\_

There will be a mandatory pre-bid meeting at \_\_\_\_\_ a.m. on \_\_\_\_\_, 2021 at  
the \_\_\_\_\_

**Each Bid will be submitted to the Municipalities as a whole. However, each Municipality shall individually decide whether to accept or reject the Bidders Bid.**

Bids shall be submitted only on the Bid Form included in the Bidding Documents. While Bidders may make comments to clarify their Bid, Bidders cannot change, modify, delete, alter, amend, or make additions to the wording of any of the Bidding Documents, including but not limited to the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to the bid may be cause for rejection of the bid. Any questions regarding the Bidding Documents shall be submitted as Requests for Interpretation and the Bidding Documents may only be modified by Addendum issued by the Municipality prior to the Bid opening date.

A bid bond, with approved surety, or certified or bank cashier's check, payable to \_\_\_\_\_, equal to \$50,000, is required and must accompany all bids. A performance bond or other security guaranteeing performance of the Contract, in the amount of \$20,000, will be due to each municipality within twenty days after the Contract is awarded.

Bids will be received and accepted on behalf of the Municipalities at \_\_\_\_\_, until no later than \_\_\_\_\_ p.m. (prevailing time) on \_\_\_\_\_, \_\_\_\_\_ 2021. **Ten (10) original copies of each Bid shall be provided by the Bidder for review by Municipal Officials.** All Bids must be in a sealed envelope clearly bearing the name of the bidder and **“2022 Curbside Collection, Transportation and Processing of Municipal Solid Waste and Recyclables”**. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation **“BID ENCLOSED”** on its face. Please mail bids to Attention: \_\_\_\_\_.

The bids will be opened and read aloud on \_\_\_\_\_, 2021, at \_\_\_\_\_ a.m. (prevailing time), at the \_\_\_\_\_ meeting, to be held \_\_\_\_\_. Appointed representatives of each municipality will be present for and participate in the opening of bids.

Each Municipality intends to award the contract to the overall lowest responsible bidder, as determined by the individual Municipality; each Municipality reserves the right to reject any or all bids; to waive any defects, errors, omissions, irregularities, or informalities in a Bid or the Bid procedure; and to accept any Bid that it may deem to be for or in the best interest of the Municipality. Bids may be taken under

advisement and the award of the contract, if awarded, will be made \_\_\_\_\_ days after the date of the opening of the Bids. The Municipalities shall take separate action on these bids at a special meeting or a regular meeting, pursuant to 53 P.S. § 68102 and 53 P.S. § 46402, as applicable.

Each Municipality is an Equal Opportunity Employer. Minority and women owned business and those defined as socially and economically restricted businesses (SERBs) under State regulations are encouraged to submit proposals.

The Municipalities on behalf of whom this Invitation is being posted are: **Carroll Valley Borough, Fairfield Borough, Freedom Township, Hamiltonban Township, Highland Township, Liberty Township.**

A mandatory Post-Bid meeting will take place with successful Bidders at a time and location to be announced.

## INSTRUCTIONS TO BIDDERS

### 1. Project Overview

The political subdivisions of Carroll Valley Borough, Fairfield Borough, Freedom Township, Hamiltonban Township, Highland Township, Liberty Township (individually the “Municipality and collectively the “Municipalities”) located in Adams County, Pennsylvania are hereby seeking bids from qualified bidders for the following services as further described in the Specifications herein:

#### **2022 Curbside Collection, Transportation and Processing of Municipal Solid Waste and Recyclables.**

Each Municipality hereby intends to award a three (3) year Contract to begin on April 1, 2022 and end on March 31, 2025. The Contract will also contain one (1) year optional extension at no increase. Said Contract shall be for the exclusive right and privilege of collecting and hauling municipal solid waste and recyclable material from all participating dwelling units within the limits of the Municipality, those commercial or not-for-profit customers so designated by the Municipality as having a “residential-style” trash pickup by the Municipality, and those facilities owned/operated by the Municipality. The Successful Bidder will be required to execute the Agreement in its current form, without any modifications. Failure of a Successful Bidder to execute the Agreement will result in the Municipality utilizing the Successful Bidder’s Bid Bond.

### 2. **Contract and Bidding Documents**

The Bidding Documents include the following:

- Notice/Advertisement
- Instructions to Bidders
- General Terms and Conditions
- Specifications
- Non-Discrimination Notice
- Bidder Affidavit
- Non-Collusion Affidavit
- Proposal Bond
- Performance Bond
- Payment Bond
- Proposal
- Agreement
- W-9 Form
- Addenda (if applicable)
- Receipt of Addenda (if applicable)

### 3. **Copies of Bidding Documents**

A complete set of Bidding Documents may be obtained by the Bidder at: \_\_\_\_\_

A complete set can also be found on the website: \_\_\_\_\_. Complete sets of the Bidding Documents shall be used in preparing the Bid. The Municipalities do not assume responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**4. Contractor**

The Successful Bidder (i.e., the entity/individual chosen by a Municipality to have the lowest, responsible bid) will be known as the "Contractor", and both terms are used interchangeably in the Bidding Documents.<sup>1</sup> The Contractor to whom the Contract is awarded will be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable ordinances, rules, and regulations. Included within this requirement, but not limited to, is compliance with the PA Solid Waste Management Act (35 P.S. §§ 6018.101-6018.1003) and the PA Municipal Waste Management Regulations (Pa. Code Title 25, Chapters 271-285).

**5. Qualifications of Bidders**

To demonstrate Bidder's qualifications to perform the Work and/or Services, Bidder shall submit with the Bid a completed Bidder's Questionnaire, as contained in the Bidding Documents.

Submission of financial information is not required with the Bid; however, the Municipalities reserve the right to request such information within five (5) calendar days after the Bid opening date.

Each Bid must contain evidence of Bidder's qualification to conduct business in the Commonwealth of Pennsylvania, or covenant to obtain such qualification prior to, and as a condition of, the award of the Contract. Each Bidder shall provide a detailed description of similar services or contracts in which the Bidder is presently involved or has completed during the past five (5) years. In particular, the Bidder shall reference company experience with public entities. Information to be provided shall include names, titles and phone numbers for relevant past performance references. The Municipalities may conduct such investigations as the Municipalities deem necessary to establish the competence, reliability, responsiveness, qualifications, and financial ability of the Bidder. No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears with any Municipalities upon debt or contract, or who is in default as surety or otherwise, upon any obligation to said Municipalities or whose work has heretofore proved unsatisfactory or dilatory.

**6. Interpretations and Addenda**

Any questions or requests for interpretation of any provision of the Bidding Documents or Specifications shall be made in writing and directed to \_\_\_\_\_ at least five (5) days before the submission deadline.

The Municipalities may issue Addenda if deemed necessary to address or clarify the Bidding Documents prior to the submission deadline. Questions received after five (5) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations, or clarifications will not be binding or legally effective. A Bidder that fails to acknowledge receipt of any such Addendum with its Bid, as documented in a "Receipt of Addenda" form, will have its Bid construed as though the Addendum had been received and acknowledged.

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<sup>1</sup> Successful Bidder will be used primarily when referring to the Successful Bidder/Contractor before the Agreement is signed, and Contractor will be used in reference to the Successful Bidder/Contractor after the Agreement would be signed.



## 7. Security

7.1 Bonds. All bonds shall be in the form and substance prescribed by the Bidding Documents, except as provided otherwise by laws and/or regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to conduct business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this Section 7: Security, Contractor shall promptly notify the Municipality and, within twenty (20) days after the event giving rise to such notification, provide another bond and surety.

7.2 Bid Bond. All bids shall be submitted in the place, time, and manner set forth in the advertisement of bids. Bidders must provide a Bid Bond, in the form attached made payable to \_\_\_\_\_ in the amount of \$50,000, to be submitted with the bids. The Bid shall remain in effect for at least one hundred twenty (120) days from the date of bid opening. **Substitute Bid Bond forms are not acceptable.** Any bid submitted without a Bid Bond will not be considered in this bid process. Failure or refusal to negotiate in good faith, or enter into a contract, or withdrawal of the bid prior to acceptance, or other similar action by the Bidder named herein within the specified timeframe will result in forfeiture of the Bid Bond as liquidated damages to the Municipalities. The prices in the bids are neither directly, nor indirectly, the result of any agreement with any other bidders. All bidders must sign and return the attached non-collusion certificate as part of their bid package

The Bid security of the Successful Bidder will be retained until said Successful Bidder has executed the Agreement and furnished acceptable bonds and insurance certificate, if required, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish acceptable bonds and insurance certificates, if required, within fifteen (15) days after the Notice of Intent to Award, the Municipality may annul the Notice of Intent to Award and the full amount of the Bid security of Successful Bidder will be forfeited.

The Municipalities will return the Bid security and financial information, if any, of all Bidders, except the three apparent lowest responsible, responsive Bidders as determined by the Municipalities upon evaluation, within thirty (30) days after the date of Bid opening; and upon execution of the Agreement and furnishing of acceptable Contract bonds, if applicable, and insurance certificate by the Successful Bidder, the remaining Bid securities and financial information, if any, of the each of the three lowest Bidders will also be returned.

7.3 Performance and Payment Bonds. When the apparent Successful Bidder delivers the signed Agreement to \_\_\_\_\_, it must be accompanied by the required Performance and Payment Bonds on the forms provided in the Bidding Documents. **Substitute Bond forms are not acceptable.**

Within twenty (20) days after the Contract is awarded, the Contractor shall furnish Performance and Payment Bonds to each Municipality a performance bond in the amount of \$20,000 remain in full force and effect for the life of the Contract conditions for the performance of the Contract.

## 8. Proposal Form

The Bid shall be submitted as detailed in the Specifications. Each Municipality in its sole and absolute discretion will choose whichever Bid price is determined to be in the best interests of the Municipality. The Bid price of each item on the Proposal form must be stated in numerals and, if required, in words. Subject to the Municipality's right to correct a Bidder's mathematical totals, a discrepancy between the word and numeral for an item will be resolved in favor of the word.

The Proposal Form (hereinafter the "Bid") of an individual must be signed by the individual person. The Bid of a partnership must state the names of each partner and it must be signed by at least one partner. The Bid of a corporation must show the State of incorporation and must be signed by the President, Vice President, or any other employee duly authorized pursuant to a corporate resolution. Bids signed by employees other than the President or Vice President shall include a resolution demonstrating that employee is indeed authorized to act on behalf of and to bind the corporation. The Bid of an LLC must be signed by an authorized member of the LLC, with the signature witnessed. All names must be typed or printed below each signature. Bid prices shall be inclusive and shall include, if applicable, all taxes of whatever nature. Submission of prices for Alternates, if any, is mandatory.

The following should be considered by the Bidder with Bid submission, if applicable:

**Tax:** Pennsylvania sales tax is **not** to be included in the Bid. A tax exemption certificate will be furnished to the Contractor. The Municipalities are sales tax exempt. However, the Contractor is not exempt from the obligation to follow appropriate tax laws in the procurement of materials and services used in the performance of this Agreement. Bidder shall obtain its own legal advice to determine how, and to what extent, the Municipality's tax exemption may be utilized by the Contractor. The Municipalities will provide, at the Contractor's request and expense, documentation required to seek applicable tax exemptions.

## 9. Submission of Bids

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in a sealed envelope clearly marked "**Bid for the \_\_\_\_\_,**" bearing the name of the bidder and "**2022 Curbside Collection, Transportation and Processing of Municipal Solid Waste and Recyclables.**" If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face of it. Please mail bids to \_\_\_\_\_. The Bidder is solely responsible for delivering the Bid to the Municipalities at the location of, and by the time of, the Bid opening designated in the Notice. The Municipalities will not accept bids delivered late or with postage due.

The following completed documents are to be submitted with the Bid and will become a condition of the Bid:

- Proposal

- Letter from Recycling Center (as described in the Specifications)
- Bid Bond
- Performance Bond
- Payment Bond
- Bidder Affidavit
- Non-Collusion Affidavit
- Receipt of Addenda (if applicable)
- Bidder's Questionnaire

Bidders may provide comments to clarify or describe their respective technical offer, but Bidders cannot change, modify, delete, alter, amend, or make additions to the wording of any of the Bidding Documents, including but not limited to the Agreement, General Conditions, Specifications, or the Proposal form. **Unauthorized conditions, exceptions, limitations, or provisions attached to the Bid may be cause for rejection of the Bid.** Any questions regarding the Bidding Documents shall be submitted as a request for interpretation and the Bidding Documents may only be modified by Addenda issued by the Municipality to the Bid opening date.

Bidders shall inform themselves of all conditions under which this work is to be performed, and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment, and materials needed. The Bidder shall make its own determinations as to conditions, and shall assume all risks and responsibilities, and shall complete the work in and under conditions it may encounter or create, without extra cost to the awarding Municipalities. The Bidder agrees that if it should execute the contract, it shall make no claim against the Municipalities because of estimates, or statements, made by any agent of the Municipalities which may prove to be in any respect erroneous.

The failure, or omission, of any Bidder to receive or examine, any form, instrument, addendum, or other document shall in no way relieve the Bidder of any obligations with respect to its bid(s) or to the contract. The failure, or omission, of any Bidder to receive or examine, any form, instrument, addendum, or other document shall in no way relieve the Bidder of any obligations with respect to its bid(s) or to the contract.

The prices in the bids are neither directly, nor indirectly, the result of any agreement with any other bidders. All bidders must sign and return the attached non-collusion certificate as part of their bid package. All blank spaces in the bids shall be filled in clearly where indicated. Altering and/or changing any part of the bids, or failure to provide fully completed bid forms with unit prices for each disposal option, will be sufficient reason for rejection.

It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, including but not limited to any Addenda or Memoranda and the related data identified in the Bidding Documents;
- B. If specified, or if, in Bidder's judgment, any local condition may affect cost, progress, or performance of the services, visit \_\_\_\_\_ to become familiar with the local conditions;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local laws and regulations that may affect cost, progress, or the performance of the Work and/or Services;

- D. Carefully study and correlate the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to \_\_\_\_\_, with the Bidding Documents;
- E. Promptly give the Municipalities written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by \_\_\_\_\_ is acceptable to Bidder; and
- F. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work and/or Services.

**10. Modification and Withdrawal of Bids**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

After the Bid opening, Bidder may withdraw its Bid only by complying with applicable federal, state, or local statutes, ordinances, laws, and regulations. Unless prohibited by such applicable laws and regulations, or if there are no applicable laws and regulations, Bidder shall forfeit the entire amount of Bid security upon withdrawal of its Bid.

**11. Bids to Remain Subject to Acceptance**

Bids shall remain open for a period of up to one hundred twenty (120) days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event the Bids shall remain open for a period of no more than one hundred eighty (180) days from the date of Bid opening. The Municipalities will either award the Contract within the applicable time period or reject all Bids, returning the Bid Bond to the Bidders. Thirty (30)-day extensions of the date for the award may be made by the mutual written consent of the awarding Municipality and the apparent Successful Contractor.

Bids will be accepted until \_\_\_\_\_ p.m., on \_\_\_\_\_, 2021, at the \_\_\_\_\_ . The bids will be opened and read aloud on \_\_\_\_\_, 2021, at \_\_\_\_\_ a.m., at the \_\_\_\_\_ meeting to be held \_\_\_\_\_ . Appointed representatives of each Municipality will be present for and participate in the opening of bids. Each Municipality shall take separate action at a special meeting or a regular meeting on these bids and reserve the right to reject any or all bids and waive any irregularities in the best interest of the individual Municipality. **Ten (10) original copies of the Bid(s) shall be provided by the Bidders for review by municipal officials.** All bids shall be clearly marked on the outside of the bid as follows: **2022 Curbside Collection, Transportation and Processing of Municipal Solid Waste and Recyclables.**

**12. Award of Contract**

Each individual Municipality reserves the right, without limitation, to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if the Municipality, in its sole and absolute discretion, believes that it would not be in the best interest of the project to make an

award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Municipality.

Each Municipality intends to award the contract to the overall lowest responsible bidder, as determined by the Municipality in its sole and absolute discretion to be in the best interest of the Municipality.

In evaluating Bids, each Municipality may conduct such investigations as the Municipality, in its sole and absolute discretion, deems necessary and/or desirable to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-contractors, suppliers, and other persons and organizations to perform and furnish the Services in accordance with the Bidding Documents to the Municipality's satisfaction within the prescribed time. Each Municipality reserves the right to interview bidders.

If the Contract is to be awarded, a Municipality will give the apparent Successful Bidder a Notice of Intent to Award.

The Successful Bidder is required to complete an Internal Revenue Service Form (W-9) providing the Successful Bidder's taxpayer identification number (TIN), address, and, if applicable, certification regarding backup withholding prior to and as a condition of the award of the Contract. A Municipality may waive this provision in the event the Municipality is in possession of an accurate and up to date W-9 form for the Successful Bidder.

### **13. Signing of Agreement**

When a Municipality gives a Notice of Intent to Award to the apparent Successful Bidder, it will be accompanied by four (4) unsigned counterparts of the Agreement (each with a copy of the Bid submission). Within fifteen (15) days thereafter, apparent Successful Bidder shall sign and deliver to the applicable Municipality the four (4) signed counterparts of the Agreement accompanied by the required insurance certificate(s) and completed W-9 form. The Notice of Intent to Award may be annulled, terminated, or voided, at the sole and absolute discretion of the Municipality, if the apparent Successful Bidder does not execute, and deliver to the Municipality, the Agreement and insurance certificate(s) and completed W-9 form, within fifteen (15) days from the date of the Notice of Intent to Award.

## **GENERAL TERMS AND CONDITIONS**

### **1. Labor and Equipment**

The Contractor agrees to furnish all labor, tools, and equipment and to pay all expenses necessary for or in connection with, the work to be done or services to be supplied hereunder in consideration of the payments hereinafter provided to be paid to the Contractor by each awarding Municipality.

### **2. Inspection of Work or Goods**

An awarding Municipality reserves the right to inspect the Contractor's work, goods, or other deliverables, and direct changes to the Contractor's methods and procedures within the scope of this Contract. Periodic inspections will be performed by the Municipality or its agents.

### **3. Termination and Suspension**

Should the Contractor fail to perform the work and/or services to the satisfaction of the Municipality or to comply with any of the provisions of the Agreement, the Municipality may terminate the Agreement for cause upon seven (7) days' written notice of intent to terminate to the Contractor. Contractor's services will not be terminated if the Contractor begins within seven (7) days of receipt of the notice of intent to terminate to correct and cure the deficiencies set forth in said notice and it proceeds in a diligent manner to cure such deficiencies within no more than fifteen (15) days after receipt of said notice, unless the Municipality, in its sole and absolute discretion, extends such time to cure in writing.

Notwithstanding the foregoing, the Municipality may terminate this Agreement without cause and without prejudice to any other right or remedy of the Municipality upon seven (7) days' written notice to Contractor.

Contractor may only terminate this Agreement in the event the Municipality is in default and fails to cure said default within one hundred eighty (180) days from the date the Municipality receives written notice from Contractor, which said notice shall set forth the alleged default.

In the event the Municipality terminates the Contract as provided for herein, Contractor agrees that Contractor shall not be paid an amount of loss of anticipated profits or revenue or other economic loss arising out of and/or resulting from such termination. Contractor agrees that its sole remedy shall be payment for services and materials rendered prior to termination of the Contract, provided however that the Municipality may offset any amount owed to Contractor for services rendered by Contractor prior to termination for any damages, and/or costs suffered and/or incurred by the Municipality as a result of any breach or failure by Contractor.

The Municipality has the right to suspend performance of the Contract at any time and without cause by written notice, upon which Contractor shall be entitled to an increase in the Contract time and Contract price caused by the suspension, as determined by the Municipality in its sole and absolute discretion.

### **4. Permits, Licenses, etc.**

All permits, licenses, inspections, ratings, certificates, and/or approvals related to the performance of the services, including any and all necessary federal, state, and local permits related to the collecting and marketing of recyclable materials, are the sole responsibility of the Contractor and all expenses for

such should be included in the Bid proposal. Failure to obtain and maintain such permits shall constitute a material breach of the Contract. Additional Permit requirements may be set forth in the Specifications.

## 5. Invoices and Payment

The prices submitted by Bidders with respect to dwelling units in the Bid Proposal hereto attached shall cover the cost of all labor, material, equipment, disposal costs, and any other costs and expenses necessary to complete the Contract in all detail.

An awarding Municipality will pay the contractor, \_\_\_\_\_ of the annual contracted price as stipulated in the Proposal attached hereto, on or before the \_\_\_\_\_ of each month beginning \_\_\_\_\_ and continuing during the term of this contract. The contract price shall cover the cost of all labor, materials, equipment, disposal, and any other expense needed to complete the contract in all details. The contractor shall accept the price stated in the proposal attached hereto as full compensation for all services performed under the contract.

Collection of charges for municipal solid waste and recyclables collection, transportation, and processing/disposal shall be made quarterly for the current month and two (2) months in advance by the successful bidder, not less than fifteen (15) days before payment is due. **Invoices shall only be mailed to those customers who have signed up for service(s).** The Municipality accepts no responsibility whatsoever for the collection of these charges. The Contractor's only legal remedy for nonpayment of charges shall be against the customer and not against the Municipality. Collection of fees, either regular or delinquent, from customers shall be the responsibility of the Contractor. During the Contract period, the successful bidder shall furnish each Municipality at their respective request and for informational purposes only with all customer and billing information, including names and addresses. Such a request by the Municipality shall not make the Municipality liable for any billing.

**THERE SHALL BE NO INCREASES IN THE CHARGES TO THE CUSTOMERS DURING THE ENTIRE TERM OF THE CONTRACT. HOWEVER, THE CONTRACTOR MAY PETITION THE MUNICIPALITY AT ANY TIME FOR APPROVAL OF ADDITIONAL PRICE ADJUSTMENTS ON THE BASIS OF UNUSUAL CHANGES IN THE COSTS OF OPERATIONS ONLY PERTAINING TO NEW OR REVISED LAWS, ORDINANCES OR REGULATIONS.**

ON OR BEFORE SEPTEMBER 30 OF EACH YEAR, THE CONTRACTOR MAY SUBMIT TO THE MUNICIPALITY A PRICE ADJUSTMENT REQUEST SPECIFICALLY RELATED TO CHANGES TO RECYCLING COMMODITY PRICING FROM SUCH RESOURCES AS THE RECYCLER'S EXCHANGE INDEX, THE SECONDARY COMMODITY COMPOSITE INDEX, OR SIMILAR RESOURCE AND, IF APPROVED, TO BE EFFECTIVE THE FOLLOWING JANUARY 1. THE PRICE ADJUSTMENT REQUEST SHALL INCLUDE SUPPORTING DOCUMENTATION OF THE CONTRACTOR'S INCREASED COSTS DURING THE PREVIOUS YEAR. ANY SUCH PRICE ADJUSTMENT REQUEST SHALL BE REVIEWED AND EVALUATED BY THE MUNICIPALITY, AND IF DEEMED ACCEPTABLE SHALL BE APPROVED BY THE MUNICIPALITY.

THE MUNICIPALITY SHALL HAVE THE RIGHT, AS A CONDITION FOR ITS APPROVAL, TO DEMAND INSPECTIONS BY ITSELF, OR AN INDEPENDENT AUDITOR, OF PERTINENT RECORDS THAT DEMONSTRATE THE NEED FOR AN ADJUSTMENT TO PRICES. ANY PRICE INCREASE DURING THE TERM OF THE CONTRACT FOR ANY OTHER REASON SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THE CONTRACT BY THE MUNICIPALITY.

**6. Insurance**

When the apparent Successful Bidder delivers the signed Agreement to a Municipality, it must be accompanied by the required insurance certificate on the latest version of the ACORD 25 Certificate of Insurance form. Unless otherwise specified, the Contractor shall, at its sole cost and expense, maintain the following minimum types of insurance and limits as specified herein, the awarding Municipality, its elected and appointed officers, and employees, are to be named as additional insured on all policies required herein, except Workmen’s Compensation. The insurance shall provide for at least thirty (30) days prior written notice to be given to the Municipality in the event the insurance is materially changed, canceled, or non-renewed. Before starting work the Contractor shall furnish to the Municipality for its examination and approval of such policies of insurance with all endorsements, or a conformed specimen thereof certified by the agent of the insurance company, together with certificates of the insurance company of such insurance.

A. WORKMEN’S COMPENSATION – Statutory limit as required by the Commonwealth of Pennsylvania.

B. BUSINESS AUTOMOBILE – Covering Any Automobile (Symbol I)

Bodily Injury Liability and Property Damage Liability	\$1,000,000 (CSL)
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C. COMMERCIAL GENERAL LIABILITY (CGL)

General Aggregate Limit	\$1,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Expense Limit	\$ 5,000

**7. Indemnification**

Contractor and its sub-contractors, if any, successors and assigns, shall release, hold harmless, defend, and indemnify the awarding Municipality, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against any and all damages, costs, claims, suits, demands, and expenses (including but not limited to reasonable attorneys’ fees) to the extent caused by the negligent acts, errors, or omissions of Contractor, its employees, sub-contractors, agents, servants, and/or anyone acting under Contractor’s control and/or Contractor’s direction, in the performance of the requirements of this Agreement. Contractor shall defend any lawsuit commenced against a Municipality and shall pay any judgments and costs connected with such proceeding that are based upon the negligent acts, errors, or omissions of Contractor or its sub-contractors. If Contractor is successful in defending such a lawsuit, then the Municipality will reimburse Contractor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action that can be properly brought against the Municipality as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, (42 Pa.C.S.A. § 8541 *et seq.*), and in accordance with such limits of liability set forth in the Act, along with payment for any withheld invoices. This Section 8 shall survive the termination of this Agreement.

The successful Contractor hereby agrees to hold harmless and fully indemnify all of the awarding Municipalities, their officers or agents from all damages, costs, or expense that may be at any time



imposed or claimed for infringement of any patent right or any persons, association or corporation as a result of the use of the Municipalities or any of their officers, agents, or employees, or the article(s) supplied under this Contract and of which the successful Contractor is not the patentee, assignee, or licensee.

## **8. Taxes**

All taxes of whatsoever kind, nature, and description payable in respect to the performance of this Agreement are to be paid by Contractor unless otherwise provided by law.

The Successful Bidder is required to complete an Internal Revenue Service Form (W-9) providing the Successful Bidder's taxpayer identification number (TIN), address, and, if applicable, certification regarding backup withholding. The Successful Bidder must submit a completed (W-9) Form along with the executed Agreement. A Municipality may waive this provision in the event the Municipality is in possession of an accurate and up to date W-9 form.

## **9. Disputes**

Before any litigation is brought in connection with claims arising under this Agreement, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request unless the parties agree in writing to extend such time. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in Adams County Court of Common Pleas if a mediator is not agreed upon. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement.

## **10. Labor Dispute**

In the event the Contractor shall be unable to make collections of municipal solid waste and recyclables as required under the Contract because of a labor dispute against the Contractor, the Contractor shall be required to provide an alternative collection method at its sole cost and expense. In addition, the Municipality may, at their option, cancel the Contract in the event the Contractor shall be unable to make collections for a period greater than three (3) days as required under the Contract because of such a labor dispute.

## **11. Pennsylvania Right to Know Law**

Contractor acknowledges and understands that any information received by a Municipality is subject to the Pennsylvania Right to Know Law, (65 P.S. § 67.101 *et seq.*) The Contractor duties regarding the Right to Know Law are continuing duties that survive the expiration of this Agreement. Contractor releases any and all claims, demands, suits, costs and/or expenses resulting from and/or arising out of, directly or indirectly, the release of any information pursuant to the Right Know Law.

## **12. Compliance with Laws**

All Work and/or Services performed under this Agreement shall conform to all applicable federal, state, and local laws, statues, ordinances, or rules, including but not limited to the following:

- A. Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- B. Pennsylvania Solid Waste Management Act, (35 P.S. § 6018.101, *et seq.*)
- C. The Pennsylvania Human Relations Act (No. 222 of 1955, as amended.)
- D. The Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994, as it relates to timely payment by Contractor and Subcontractor to its Subcontractors.
- E. The Pennsylvania Antbid-Rigging Act, (62 Pa.C.S.A. § 4501, *et seq.*) regarding contracts for the purchase of equipment, goods, services, or materials or for construction or repair let or to be let by a government agency.
- F. The Pennsylvania Right to Know Law, (65 P.S. § 67.101 *et seq.*)
- G. Public Works Employment Act. The successful Contractor shall comply with the Pennsylvania Public Works Employment Verification Act (Act 127 of 2012), as it relates to public works contractors requiring to verify that newly hired employees are authorized to work in the United States, for certain public works contracts estimated to be in excess of One Hundred Thousand Dollars (\$100,000.00). In the event the amount of the bid is in excess of One Hundred Thousand Dollars (\$100,000.00) the Bidder is required to submit a completed Public Works Employment Verification Form to the Municipalities as a condition of award of the Contract.

## SPECIFICATIONS

### Project: 2022 Curbside Collection, Transportation and Processing of Municipal Solid Waste and Recyclables

#### A. Specifications Applicable to Municipal Solid Waste Hauling and Recycling Services (hereinafter "Recycling")

##### 1. SCOPE OF WORK

The work to be performed under this Contract shall consist of all items contained in the bid forms, including the provision of all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as set forth in the specifications attached hereto (the "Work").

As part of the Scope of Work, **the Contractor shall provide a management plan and approach for satisfactory performance of the Contract. An organizational chart shall be included showing the roles and responsibilities of personnel involved in management of the Contract and their contact information. A description of the collection vehicles proposed to be used shall be included, in addition to a description of the Customer Service Center operations and procedures for resolving customer complaints. The Contractor shall provide specific detail on the process utilized to update/inform personnel involved in the collection of the waste and recycling as to current customer locations.** The Contractor shall educate all employees involved in the management/servicing of the Contract as to the specific requirements of the Municipalities. This information shall also be readily available to all customer service representatives and shall be posted to the Contractor's website showing specific services available for customer sign-up. The Contractor shall also provide a proposed mobilization schedule (public announcements, container distribution, and other key milestones) and overview of its public education and community outreach program starting from the date of Contract award.

The scope of work under the Contract for Municipal Solid Waste Hauling consists of the collection and disposal in the manner herein described of all municipal solid waste including yard waste from all residential and some commercial establishments (including single-family and multi-family dwelling units) within the limits of an awarding Municipality. The scope of work under the Contract for Recycling consists of the collection of the following recyclable materials: clear and colored glass, aluminum, steel and bimetallic cans, newsprint (glossy inserts included), junk mail, plastic, and corrugated cardboard.

##### 2. COLLECTION VEHICLES

All collection vehicles used in the performance of the Contract shall be duly licensed and inspected by the Commonwealth of Pennsylvania and shall operate within the weight allowed according to federal, state, and local laws and regulations. Appropriate container vehicles shall be used that are in proper working condition and that prevent loss in the transit of liquid or solid cargo. All vehicles **MUST** be kept clean and free from offensive odors. All the required equipment must be in and be maintained in proper working order. All vehicles must be clearly identified on both sides with Contractor's name and telephone number. The Municipalities reserve the right to inspect any vehicle for compliance with the Contract provisions. The Contractor shall provide a sufficient number of collection vehicles to properly maintain collection schedules. In addition, the Contractor shall have sufficient back-up capability in case of breakdown and adequate repair facilities so that broken-down equipment can be repaired to ensure no delay or hindrance to collection operations.

Trucks used in making the municipal solid waste collections shall have completely enclosed and leak-proof bodies. **ONLY SIDE- OR REAR-LOADING COLLECTION TRUCKS SHALL BE USED FOR COLLECTION UNDER THIS CONTRACT.** Trucks collecting recyclable materials can be of open compartment type with suitable tarp covers. The Contractor shall not mix recyclable materials with solid waste. Any truck used to collect both, solid waste and recyclables, must have a substantial physical barrier to separate the two materials. **Contractors shall exercise care to avoid issues with littering and shall be held responsible for the remediation of any such littering issues.**

### 3. COLLECTION TIMES

Collection of municipal solid waste at each collection point shall be made one (1) time each week, and collection of recyclable materials at each collection shall be made bi-weekly (unless otherwise specified) on the same day for the entire Contract in accordance with a schedule submitted by the Contractor and approved by the Municipality. The Contractor shall make every commercially reasonable effort to maintain the same collection schedule as per the Municipality's previous contract (if applicable).

Collections at each collection point shall be made between the hours of 6:00 a.m. and 6:00 p.m. unless otherwise agreed upon by the approving Municipality or in accordance with municipal ordinances regulating such activities, except in the case of mechanical breakdown or extreme or unusual circumstances. The Contractor shall provide each customer with a schedule/calendar showing the days of the week in which the municipal solid waste and recyclables will be collected. The Contractor shall also provide this information on its website no later than 20 days following the notice of award to the Contractor.

The Contractor is required to make a good-faith effort in providing the regularly scheduled collection; however, **if the Contractor is unable to safely perform the collection because of severe weather conditions, the Contractor shall do all of the following: notify the Municipality, post information on its website regarding the missed collection, provide automated customer notification through email/text alerts and automated calling system messages,** and perform the collection on the next working day. If collection still cannot be safely performed the next working day because of continuing severe weather conditions, then it is understood that the Contractor shall collect double the allowed containers the next scheduled collection day. This provision shall only apply to severe weather-related hazardous conditions.

Collections shall not be made on the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If the regular collection day shall fall on any of the aforementioned holidays, the Contractor shall make the collection on the next working day after the holiday. This provision shall not be construed to prohibit the collection of municipal solid waste and recyclables from a commercial establishment. The Municipality will refer all complaints concerning missed service to the Contractor. In case of missed service reported by the Municipality or a customer, the Contractor shall collect Municipal Solid Waste Recycling for the customer within **twenty-four (24) hours** after notification.

### 4. COVERED DEVICES

The Contractor shall work with the awarding Municipalities to jointly establish locations and days of collection for Covered Device Recycling Events. **For the purpose of this Contract, Covered Devices are not considered Large Items and shall be handled separately from other solid waste materials.**

### 5. STANDARD PER-BAG SERVICE

Customers may obtain special bags or tags from the Contractor to receive curbside pickup of municipal solid waste, on the designated day of collection for the respective municipality (unless otherwise specified.) The

**minimum** number of Bag-Tags under this service, for the term of the Contract, is twelve (12.) The Contractor shall make every effort to reimburse Customers for any unused bags or tags at the end the Contract term.

**6. COLLECTION CONTAINERS AND TOTERS**

**It is understood that all loose refuse must be bagged by customers. The Contractor shall inform, in writing, all customers about the requirement for placing all loose waste in bags to prevent littering.** Customers may place the bagged waste at curbside, in garbage Containers or in Toters. The only exception to bagging of waste is waste placed for pick up that can be securely constrained by tying in bundles not larger than three (3) feet by three (3) feet; each bundle will be considered a Container, and the maximum weight of seventy-five (75) pounds shall apply (maximum container limits are listed in the separate bid form.) Toters (at a capacity of ninety-six (96) gallons) shall be considered as the equivalent of three (3) containers for the purposes of this Contract. Toters must be requested by customers and arrangements for such Toters are between the Contractor and individual pickup points and shall be paid for by the individuals who request them. **Only Toters supplied by the Contractor shall be permitted.**

**7. COLLECTION POINT LOCATIONS**

Collection locations shall normally be at the front curb or property lines along publicly adopted streets except, where feasible, collection may be made along publicly adopted alley ways. Residential Dwelling Units or Service Units not located along publicly adopted roads, or located along weather-induced impassable roads may designate a pick-up station located along a publicly adopted road provided the location of the pick-up station is approved by the Municipality, Contractor, and Owner(s) if on private property.

**8. MUNICIPAL SOLID WASTE AND RECYCLING COLLECTED TO BE PROPERTY OF CONTRACTOR**

From the time of placement of Municipal Solid Waste and Recycling materials at the curb or a similar area for collection, those materials shall be and become the property of the Contractor.

The Contractor shall dispose of all Municipal Solid Waste and Recycling collected within the Municipality in a proper and workmanlike manner in conformity with all existing laws, rules, and regulations and at an approved disposal site. As the Municipal Solid Waste and Recycling become the property of the Contractor at the time the materials are placed at the designated area, any failure of the Contractor to comply with existing laws, rules, and regulations shall be solely the liability of the Contractor and the Contractor agrees to indemnify, defend, and hold the Municipality harmless for any violations by the Contractor.

**9. COMPLAINTS**

The Contractor shall maintain and adequately staff a Customer Service Department call center to handle customer calls and complaints throughout the term of the Contract. Complaints shall be responded to within twenty-four (24) hours of notification. The Contractor's call center shall use a computerized customer database that shall be updated by the Contractor. The Contractor shall generate an electronic record outlining all complaints received. The record shall contain: an identification number; date and time of initial call or contact; date and time of follow up; customer name, service address, and phone number; type of service request or complaint; Contractor contact receiving request or complaint; action taken to satisfy request or resolve complaint; date and time of action taken. The Contractor shall configure the computerized customer database that stores the service requests and complaint records so that records can be provided to the Municipality on short notice upon request. The Contractor shall summarize complaints on a quarterly basis and provide a report to the Municipality. When complaints are received by the Municipality, the complaints shall be passed on to

the Contractor to be responded to in the same manner as described above. The Contractor shall also have in its employ a customer service representative whose purpose is to travel through the Municipality while monitoring the service provided and responding to customer and municipal complaints.

## **B. Municipal Solid Waste Specifications**

### **1. CARRY-OUT SERVICE**

The Contractor shall provide, for the same price as the regular collection service or the optional service, whichever is applicable, a carry-out service to residents who possess disabilities that preclude them from taking Municipal Solid Waste and Recycling to the designated location as described above. This service shall only be available to persons regarded as disabled under the Americans with Disabilities Act of 1990, whose dwelling unit does not have residing therein another individual capable of transporting Municipal Solid Waste and Recycling to the designated location.

### **2. NON-MODIFICATION OF SERVICE FEE**

The approved rate for service shall not be increased due to **any increase in Contractor's fuel costs or other operating or overhead expenses**, including, but not limited to, tipping, dumping, or disposal fees, except only if approved by the Municipality in its sole discretion.

### **3. BULK ITEM CLEAN-UP**

The Contractor shall provide all equipment and personnel necessary to collect one (1) bulk item per customer per week. This service shall be provided to remove items too large or bulky to fit into a standard container or bag and be provided during the same permitted hours and days as regular pickup service. The Contractor shall provide notice to the residents setting forth items that will not be collected under the Contract.

The Contractor shall provide sufficient equipment and personnel to remove all bulk items and Municipal Solid Waste collected under the regular service placed at the designated location as set forth above. The Contractor shall not be required to remove any item that two (2) employees are unable to lift onto a truck. The Contractor shall provide a carry-out service for bulk items in accordance with Paragraph 1 above.

The awarding Municipality shall reserve the right to deem what items are to be picked up by the Contractor. The disposal of items containing Freon must be arranged directly with the Contractor and such items must be picked up within five (5) working days. Covered Devices, as defined below, are not accepted under bulk item clean-up or regular service.

The exception to weekly curbside pick-up includes tires, and Christmas trees in addition to any item containing Freon, such as refrigerators, air conditioners, etc. For pick-up of these items, customers must call the Contractor to schedule the pick-up date. The Contractor shall remove these items on the date scheduled with the customer and/or municipality (in regard to the recycling of Christmas trees.) The scheduled pick-up date shall be within one week of the customer's call. **The Contractor shall, in writing, inform all customers about the Large Item program and remind current customers on a semi-annual basis.** This notice is to be placed on customers' billing invoices. The Contractor shall also make this information available on its website no later than 20 days following the notice of award to the Contractor. For the purpose of this contract, Covered Devices are not considered Large Items.

**4. TREE TRIMMINGS, BRUSH, AND YARD WASTE**

Tree trimmings, hedge trimmings, brush, leaves, and similar items **shall be** collected by the Contractor. Garden waste, including grass clippings, tree stumps, dirt and stones **shall not be** collected by the Contractor as a part of regular or optional Municipal Solid Waste collection service.

**5. TRASH SERVICE FOR FACILITIES OF THE MUNICIPALITY**

The Contractor shall provide Municipal Solid Waste collection and disposal service, including the provision of a dumpster, at no charge to the Municipality at a minimum of \_\_\_\_\_ sites to be determined by the Municipality. Said dumpsters shall be located at each site by the Contractor unless otherwise directed by the Municipality and shall be no smaller than four (4) cubic yards unless agreed upon by the Municipality. The Contractor shall receive written notice designating the locations for the aforesaid dumpster sites.

**6. PROCESSING/DISPOSAL OF MUNICIPAL SOLID WASTE**

During the terms of this Contract all municipal solid waste materials collected from the Municipality shall be disposed of at a designated contracted Municipal Waste Processing/Disposal Facility operated in accordance with state regulations and named in the Adams County Municipal Solid Waste Management Plan. The Contractor shall be in compliance with the Adams County Municipal Solid Waste Management Plan, any ordinances, or rules and regulations as required by the County and other regulatory agencies or jurisdictions.

**7. COLLECTION REPORTS**

The Contractor shall furnish to the Municipality and the County on a quarterly basis an accurate report of the total monthly tonnage of municipal solid waste collected from the Municipality for processing/disposal under this Contract. Additionally, the Contractor shall furnish to the Municipality and the County, on a quarterly basis, an accurate report of the total monthly amounts and types of materials recycled in each individual Municipality, inclusive of residential recycling, commercial recycling, leaf/yard waste recycling, and/or Covered Device recycling. The Contractor shall maintain and, if requested by the Municipality, provide documentation of such as to be acceptable to the Pennsylvania Department of Environmental Protection in support of recycling grant awards to the Municipality. Additionally, the Contractor shall provide the Municipality when requested with a copy of their respective customer list(s) and provision of services.

**C. Recycling Specifications**

**1. EDUCATION**

It is the intent of the awarding Municipality to establish public information and education programs concerning Recycling program features and requirements in accordance with the law of the Commonwealth of Pennsylvania and in accordance with the education requirements necessary for any grants to the Municipality. The Contractor shall be responsible for providing all necessary information to comply with any and all requirements of existing laws, rules and regulations, as well as all requirements imposed by any grant or program that the Municipality is a recipient of or involved in. Additionally, at least once each Contract year, not less than two (2) weeks prior to the start of the Contract year, the Contractor will prepare and distribute to each and every dwelling unit under the Contract a brief explanation of the Recycling program setting forth the materials to be recycled and how those materials are to be prepared for collection. The Contractor shall prepare and distribute to every dwelling unit under the Contract an explanation of any amendments to the Recycling program during the term of the Contract. Prior to distribution, all education materials must be approved by the Municipality.

## 2. RECYCLING

The Contractor shall provide commingled bi-weekly recycling collection (with the exception of municipalities where weekly recycling is required by regulation governing such under Pennsylvania Law) on the same day as refuse collection. The Contractor shall notify each customer, in writing, of the types of materials required by municipal ordinance, or agreed upon by the Contractor and the Municipality to be separated in the program, where to place them for collection, and what containers to use, how often they will be collected, and other responsibilities. The Contractor shall inform, in writing, all customers about the recycling program, as well as recycling requirements, on a semi-annual basis. This notice is to be placed on customers' billing invoices. The Contractor shall also make this information available on its website no later than 20 days following the notice of award to the Contractor.

The Contractor shall collect recyclable materials, as defined herein, in properly identified containers starting at the outset of the recycling program and continue throughout the term of the Contract, unless the type of materials to be collected and the containers they are placed in to be collected are changed by joint agreement between the Municipality and the Contractor. The Contractor shall not mix recyclable materials with solid waste. Any truck used to collect both, solid waste and recyclable materials, must have a substantial physical barrier to separate the two materials.

**THE CONTRACTOR SHALL MAKE EVERY EFFORT TO COOPERATE WITH THE ONGOING RECYCLING EFFORTS OF THE ADAMS RESCUE MISSION. THE MUNICIPALITIES ALSO RESERVE THE RIGHT TO HOLD THEIR OWN SPECIAL SOLID WASTE/RECYCLING COLLECTION EVENTS.**

## 3. BINS FOR RECYCLABLE MATERIALS

Bins for recyclable materials shall be provided, free of charge, to the customers who request them by the Contractor on or before \_\_\_\_\_. Such bins shall be equipped with an attached cover/lid to contain the recyclable materials and prevent littering problems. Customers may continue to use the recycling bins they currently own, or any container that is properly identified as a recycling container.

## 4. DISPOSITION OF THE RECYCLABLE MATERIALS

The Contractor may elect to store, handle, process, and/or market and sell the collected recyclable materials.

### **D. Definitions**

ACCEPTABLE WASTE - That portion of municipal solid waste generated in Adams County, Pennsylvania that is permitted to be processed and/or disposed of at a Contracted Municipal Waste Processing/Disposal Facility under Municipal Solid Waste Disposal Capacity Agreements with Adams County, and under applicable laws, regulations, and permits that is not unacceptable waste.

ACT 101 - Shall mean the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, Commonwealth Act of July 28, 1988, No. 101, as amended, and regulations adopted pursuant thereto.

ADAMS COUNTY MUNICIPAL SOLID WASTE, RECYCLING, AND SEWAGE SLUDGE TRANSPORTERS ORDINANCE - Shall mean The Municipal Solid Waste, Recycling, and Sewage Sludge Transporters Ordinance of Adams County, as amended from time to time.



ADAMS COUNTY RULES AND REGULATIONS - Shall mean the rules and regulations adopted and amended from time to time by Adams County pursuant to the Municipal Solid Waste Management Plan and the Adams County Municipal Solid Waste, Recycling, and Sewage Sludge Transporters Ordinance.

BIDDER – Shall mean the person or business entity or prospective contractor that submits a bid in response to this Request for Bids.

BOROUGH – Shall mean the Boroughs named herein and/or their authorized representatives. Each Borough may be referred to individually by name.

COLLECTION POINT - Shall mean the location for each Residential Dwelling Unit or Service Unit from which the Contractor will collect municipal solid waste and recyclable materials.

COLLECTION SERVICES - Shall mean the collection from Residential Dwelling Units and Service Units of municipal solid waste, and/or recyclable materials, and/or leaf/yard waste, and/or large items, and/or covered devices, including transportation, transfer, processing and/or disposal.

COLLECTION VEHICLE - Shall mean every device in, upon, or by which the Contractor is, or may transport, for the purposes of performing the collection services. **Only side- or rear-loading collection trucks shall be used for collection under this Contract.**

COMMERCIAL ESTABLISHMENTS - Shall mean all properties used for industrial, municipal or commercial purposes, including multiple dwelling residential buildings containing more than four (4) dwelling units, unless the units are individually owned with separate entrances from the outside.

COMMINGLED RECYCLABLES – Shall mean recyclable materials of all types that have been placed in the same receptacle bag or container at the source of generation.

COMPOSTING - Shall mean a microbial degradation of organic waste to produce a relatively nuisance-free product of potential value as a soil conditioner.

CONTAINER - Shall mean the receptacle in which refuse is placed for collection, including garbage cans (metal barrels and/or steel drums are not an acceptable container and are excluded from use as a container), and plastic bags; provided however that they are constructed so as to be fit for permanent use, or in the case of bags, for one (1) time use. Such containers, or bags, when filled shall not weigh more than seventy-five (75) pounds nor exceed in volume thirty-two (32) gallons. For the purposes of this Contract, containers are not considered Toters.

CONTRACTED MUNICIPAL WASTE PROCESSING/DISPOSAL FACILITY - Shall mean only those designated processing/disposal sites under Contract Agreement with the County or any other facility designated by the County.

CONTRACTOR – Shall mean the person, contractor, corporation, or partnership with whom the Municipalities shall enter into a contract for municipal solid waste collection, recycling, transportation, processing and/or disposal, or its agent as a result of this bidding process.

COUNTY - Shall mean the County of Adams, Pennsylvania and the Board of County Commissioners of Adams County. This definition includes instrumentalities of the County, including the Adams County Solid Waste Authority and the ACOPD.

COVERED DEVICE – Shall mean desktop computers, monitors, laptops, computer peripherals, and televisions which are regulated under the Pennsylvania Covered Device Recycling Act (Act 108) of 2010, or under any amended or new regulation, which bans all such covered devices from disposal at solid waste disposal facilities. **For the purpose of this Contract, Covered Devices are not considered Large Items.**

DISPOSAL FEE - Shall mean the schedule of fees established by Adams County Municipal Solid Waste Management Plan Disposal Capacity Agreements for disposal of various types of municipal solid waste delivered to any of the Designated Contracted Municipal Waste Processing/Disposal Facilities consisting of tipping fees, and other applicable fees.

FORCE MAJEURE – Shall mean any act caused by catastrophe, riot, war, terrorism, governmental order or regulation, fire, accident, act of God or other similar, or different contingency beyond the reasonable control of the Contractor or awarding Municipalities.

HAZARDOUS WASTE - Shall mean any waste, but excluding household hazardous waste, which by mixture of its quantity or content presents a hazard to the individuals handling it, a hazard to public health, a source of potential pollution to the air or waters of the Commonwealth of Pennsylvania, or which makes land unfit or undesirable for normal use; including, but not limited to, herbicides, explosives, pathological wastes, radioactive materials, and any materials defined as hazardous wastes by Federal or State Law or regulations.

LARGE ITEMS - Shall mean discarded items too large to fit in a container, and shall include discarded furniture, bedding, large toys, various household equipment, tires (for the purposes of this Contract, one [1] tire, without rim, is allowed per pick-up each week, and shall not exceed thirty-six inches [36"] in height or sixteen inches [16"] in width), Christmas trees, etc. (Note: Christmas trees from recycling-mandated communities must be processed in accordance with DEP requirements.) **Items with Freon, such as refrigerators, dehumidifiers, air conditioners, etc., tires and Christmas trees, shall be picked up by the Contractor on a date scheduled with the customers. For the purposes of this Contract, Covered Devices are not considered Large Items and are handled separately.**

LEAF/YARD WASTE – Shall mean leaves, garden residue, shrubbery, tree trimmings, and similar biodegradable organic material (unless otherwise specified), that is understood to be an acceptable waste.

MUNICIPALITY - Shall mean any contract awarding city, borough, incorporated town, township, county or any municipal authority, or collective groups created by any of the foregoing.

MUNICIPAL SOLID WASTE - Shall refer to discarded materials, including but not limited to, waste materials resulting from residential and small business activities, as hereinafter defined:

1. Ashes: consisting of the residue from the burning of coal, wood, paper, or other combustible material. Ashes to be disposed must not be ignitable and shall be placed in a cardboard box, or paper bag for pick-up.
2. Debris: consisting of stones, brick, plaster, broken concrete or earth, in such quantity and size as **shall not violate the restriction herein set forth with respect to the size and weight of containers.**
3. Garbage: consisting of all animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of foods.
4. Rubbish: consisting of all solid household wastes, except body wastes, other than recyclable materials (defined herein), garbage, ashes, yard waste and debris, such as magazines, glass other than

containers, ceramics, plastics other than beverage containers and laundry detergent containers, small scraps of wood, etc.

MUNICIPAL SOLID WASTE DISPOSAL CAPACITY AGREEMENT - Shall mean the Adams County Municipal Solid Waste Management Plan Disposal Capacity Agreement between the County and the designated contracted processing/disposal facilities as amended, supplemented, or extended that provides the terms and conditions under which the processing/disposal facilities will provide processing/disposal capacity and services for the benefit of the County and its municipalities.

MUNICIPAL WASTE LANDFILL - Shall refer to a facility using land for disposing of municipal solid waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post-closure care, maintenance activities, and other activities in which the natural land surface has been disturbed as a result of, or incidental to, operation.

MUNICIPAL SOLID WASTE MANAGEMENT PLAN - Shall mean the Adams County Municipal Solid Waste Management Plan as amended and approved, or to be approved pursuant to ACT 101.

MUNICIPAL WASTE PROCESSING/DISPOSAL FACILITY - Shall refer to a facility for processing and/or disposing of municipal solid waste, including Municipal Waste Landfills, Resource Recovery Facilities, Transfer Facilities, and Composting Facilities.

RECYCLABLE MATERIALS - Shall mean those materials which may be processed or refabricated for reuse and which are specified by the Municipalities, and/or Contractor, for separation from the regular municipal solid waste. Such materials may include, but not be limited to aluminum cans, bi-metal or tin containers, clear and colored glass containers, newspapers, office paper, cardboard, plastic beverage containers, and plastic detergent containers. Such definition shall include source separated recyclable materials which are materials separated from municipal solid waste at the point of origin for the purpose of recycling using a properly identified container at the point of origin.

RECYCLING - Shall mean the collection, separation, recovery, and sale or reuse of recyclable materials which would otherwise be disposed or processed as municipal solid waste.

RECYCLING COLLECTION - Shall mean the collection of recyclable materials every other week, with the exception of those municipalities that are mandated to provide weekly recycling collection.

REFUSE - See Municipal Solid Waste.

RESIDENTIAL DWELLING UNITS - Shall mean buildings designed for residential occupancy, inclusive of single-family and multi-family dwellings, duplexes, triplexes, quadraplexes (not exceeding four units), and mobile homes.

RESIDUAL WASTE - Shall mean any garbage, refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining or agricultural operations, and any sludge from an industrial, mining, or agricultural water supply treatment facility, wastewater treatment facility, or air pollution control facility, provided that it is not hazardous.

RESOURCE RECOVERY FACILITY - Shall refer to a facility that provides for the extraction and utilization of materials or energy from municipal solid waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from municipal solid waste, a combustion facility that converts the

organic fraction of municipal solid waste to usable energy and any chemical or biological process that converts municipal solid waste into a fuel product, or other usable material. The term does not include methane gas extraction from a municipal waste landfill, nor any separation and collection center, drop-off point, or collection center for recycling municipal solid waste, or any source separation or collections center for composting leaf waste.

SCAVENGING - Shall mean uncontrolled or unauthorized removal of recyclable materials from containers placed at collection points on the scheduled day of pick-up by the Contractor.

SERVICE UNITS - Shall mean each unit, or units, that can comply with the maximum container requirements.

STANDARD PER BAG SERVICE - Shall mean a service offered by the Contractor to residential customers where the customer is permitted to buy special bags or tags from the Contractor rather than subscribe for regular garbage collection.

TOTER - Shall mean 96-gallon, wheeled, trash carts with attached lids. For the purposes of this Contract, Toters are not considered Containers, and any customers desiring to use Toters must obtain them from the Contractor.

TOWNSHIP - Shall mean the townships named herein and/or their authorized representatives. Each township may be referred to individually by name.

TRANSFER FACILITY - Shall refer to a facility which receives and processes or temporarily stores municipal or residual waste at a location other than the generation site, and which facilitates the transportation or transfer of municipal or residual waste to a processing or disposal facility. The term includes a facility that uses a method or technology to convert part or all of the waste materials for offsite reuse. The term does not include a collecting or processing center that is only for source separated recyclable materials, including clear glass, colored glass, aluminum, steel and bi-metallic cans, high grade office paper, newsprint, corrugated paper and plastics.

## NON-DISCRIMINATION NOTICE

During the term of the Agreement, the Contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- B. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or disability.
- C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.
- D. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, Contractor shall then employ and fill vacancies through other non-discrimination employment procedures.
- F. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of this Agreement or with any such laws, this Agreement may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for Commonwealth of Pennsylvania contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- G. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Pennsylvania Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to § 49.35 (relating to information concerning compliance by contractors). If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
- H. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

- I. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- J. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, (16 Pa. Code Chapter 49.)
- K. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are produced.

**BIDDER AFFIDAVIT**

The Specifications and all papers required by it and submitted herewith, the Agreement, and all papers made a part hereof by its terms, are hereby made a part of this Proposal.

The undersigned bidder hereby represents as follows:

- A. That he/she has carefully examined the Proposal, the Agreement, and the Specifications.
- B. That no officer, agent, or employee of \_\_\_\_\_ is personally interested directly or indirectly in this Proposal and the accompanying Agreement or the compensation to be paid herein under.
- C. That the Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and
- D. That should this Proposal be accepted by \_\_\_\_\_ within sixty (60) days after the opening of bids, he/she will execute the Agreement and furnish any other documents within the time and in the forms and amount required by the Agreement and Specifications, and that upon his failure, neglect or refusal to do so, he shall forfeit to \_\_\_\_\_ the Bid Security, not as a penalty, but as liquidated damages.

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Name of Bidder, Corporation, Firm or Individual

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address of Bidder

\_\_\_\_\_  
Phone #

## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa.C.S.A § 4501, et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid-rigging, and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid," as used in the Affidavit, has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.



**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount(s) of this Bid.

I state that:

- (1) The price(s) and amount(s) of this Bid have been arrived at independently and without consultation, communication, or agreement with any other Contractor, Bidder, or Potential Bidder.
- (2) Neither the price(s) nor the amount(s) of this Bid, and neither the approximate price(s) nor approximate amount(s) of this Bid, have been disclosed to any other firm or person who is a Bidder or Potential Bidder, and they will not be disclosed before Bid Opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from Bidding on this Contract, or to submit a Bid higher than this Bid, or to submit an intentionally high or noncompetitive bid or other form of complementary Bid.
- (4) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary or other noncompetitive Bid.
- (5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and  
(Name of Firm)  
employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (if applicable):  
  
\_\_\_\_\_  
  
\_\_\_\_\_

I state that \_\_\_\_\_ (Name of Firm) understand and acknowledges that the above representations are material and important and will be relied on by \_\_\_\_\_ (Name of Public Entity) in awarding the contract(s) for which this Bid is submitted.

NON-COLLUSION AFFIDAVIT CONTINUED

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from \_\_\_\_\_ (Name of Public Entity) of the true facts relating to the submission of bid for this contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Company Position)

SWORN AND SUBSCRIBED

BEFORE ME THIS

(Date)

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_

(Date)

## BIDDER'S QUESTIONNAIRE

All questions must be answered, and the dates given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets with supporting documentation, if applicable. The Bidder may submit additional information if desired. The signer of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

For: **Carroll Valley Borough, Fairfield Borough, Freedom Township, Hamiltonban Township, Highland Township, Liberty Township.**

Project: **2022 Curbside Collection, Transportation and Processing of Municipal Solid Waste and Recyclables**

Submitted by:

(Bidder's Full Name) \_\_\_\_\_

(Full Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Phone Number) \_\_\_\_\_

(State of Incorporation) \_\_\_\_\_

1. State the number of years your organization has been in business under your present business name and engaged in the type of work called for in this Bid.

\_\_\_\_\_

2. List three (3) similar contracts your organization has entered within the last five (5) years with at least three (3) different organizations. Include project description, date, Owner, contact, and phone number of Owner's contact, as applicable.

	Project	Date	Owner	Contact	Owner's Contact Phone Number
1					
2					
3					

3. Have you or any officer or partner of your organization ever requested protection under Federal Bankruptcy Laws? Y \_\_\_\_\_ N \_\_\_\_\_

If so, state the name of the organization and/or individual and when protection was requested.

4. Are you or your company involved in any litigation within the past five (5) years? Y \_\_\_\_\_ N \_\_\_\_\_

If so, provide citations to the relevant filings.

5. Please provide the experience and qualifications of the management team directly responsible for the day-to-day operations of the waste facility. Include a description of the facility's management personnel and for each a description of their industry experience, training, and responsibilities.

6. Please provide the physical address of the facility.

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7. Please provide the normal work hours the facility is open for business Monday through Sunday.

Monday to Friday \_\_\_\_\_

Saturday \_\_\_\_\_

Sunday \_\_\_\_\_

In addition, please provide any and all regularly scheduled holidays that the facility is closed or has limited hours.

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8. The undersigned hereby authorizes the Municipality and its representatives to contact former clients and / or references to discuss the bidder's performance and / or qualifications. Bidder hereby expressly releases Municipality, its agents, attorneys, engineers, representatives, board members, heirs, and assigns from any and all rights, losses, damages, claims, actions or causes of action, whether in contract or tort, law or equity, whether known or unknown, suspected or unsuspected, which the Bidder ever had, now has, or will have against Municipality, former clients and / or

references related to the discussion in any manner of the Bidder's performance and / or qualifications.

Dated at this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Name of Bidder, Corporation, Firm or Individual

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
(Please Print Signature)

\_\_\_\_\_  
Title

If the Bid is a joint venture or partnership, add additional forms of execution for each number of the joint venture in the appropriate form or forms as above.

**[END OF BIDDER'S QUESTIONNAIRE]**

**BIDDER (Name and Address)**

**SURETY (Name and Address):**

**OWNER (Name and Address)**

**PROJECT**

**2022 Curbside Collection, Transportation and  
Processing of Municipal Solid Waste and Recyclables**

**Bide Date:**

**Project Identification:**

**Contract Number and Identification:**

**BOND**

**Date:**

**Amount:**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the full-face amount of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or

- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
  5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award, provided that the time for issuing Notice of Award shall not in the aggregate exceed one hundred twenty (120) days from Bid opening date without Surety's written consent.
  6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid opening date.
  7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
  8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the first page of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid and shall be deemed to be effective upon receipt by the party concerned.
  9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the surety thereby.
  10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

**(If Bidder is an Individual)**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Individual

Trading and doing business as:

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

**(If Bidder is a Partnership - All General Partners Must Sign)**

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

**(If Bidder is a Corporation)**

Attest:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(Corporate Seal)

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Signature of  
President or Vice President

Type or print name below each signature.

(Corporation Surety)



\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address of Office

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Type or print name below each signature.

**NOTE: Substitute Bid Bond Form is not acceptable. Failure to submit Bond on this form will be reason for rejection of Bid.**

**END OF PROPOSAL BOND**

**PROPOSAL**

DATE \_\_\_\_\_

**Project: 2022 Curbside Collection, Transportation and Processing of Municipal Solid Waste and Recyclables**

**ARTICLE 1 - BID RECIPIENT**

- 1.01 This Bid is submitted to: Carroll Valley Borough on behalf of the Southwest Region
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the awarding Municipalities in the form included in the Bidding Documents to perform the services as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bidding Documents.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Bidding Documents, including but not limited to the Notice /Advertisement, Instructions to Bidders, and General Terms and Conditions, including without limitation those dealing with the disposition of Bid security, if applicable, and any and all agreements and/or contracts entered into by the Bidder and Municipality. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Municipalities.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents, as set forth in the Bidding Documents, that Bidder has:
  - A. examined and carefully studied the Bidding Documents, including but not limited to any Addenda, and the related data identified in the Bidding Documents;
  - B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress, or the performance of the Service, Bidder has visited the Municipalities to become familiar with the local conditions;
  - C. became familiar with and satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, or the performance of the service;
  - D. has carefully studied and correlated the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Municipalities, with the Bidding Documents;
  - E. promptly gave the Municipalities written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents and confirmed that the written resolution thereof by the Municipalities is acceptable to Bidder; and
  - F. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the service.

**ARTICLE 4 - BASIS OF BID**

Under the Bid Form, the Contractor shall collect, remove and properly process or dispose of Municipal Solid Waste, Large Items, Recyclable Materials, and Covered Devices from all Residential Dwelling Units and Service Units which desire municipal solid waste collection and may include rental units, mobile home parks, small business establishments, churches, municipal offices, and if applicable, from commercial establishments and such other places having municipal solid waste and recyclable materials as defined herein (which can comply with the

maximum container requirements, as described in the Definitional Section, shall also be considered residential customers) The maximum quantity of municipal solid waste allowed for each Residential Dwelling Unit, Service Unit, or other eligible establishment, for each collection day shall be the equivalent to **five (5)** loaded containers weighing not more than seventy-five (75) pounds each, nor exceeding a volume of thirty-two (32) gallons each. Collection of municipal solid waste shall be made one (1) time per week, and collection of recyclables shall be bi-weekly, for the entire life of the Contract. Standard Per-Bag Service is an alternative choice for customers under the Bid Form and shall include a minimum of twelve (12) Bag-Tags during the term of the Contract. Recycling of Covered Devices shall take place semi-annually at drop-off locations selected by the awarding Municipalities.

Any hauler collecting municipal solid waste and recyclables within the municipalities must comply with the Adams County Municipal Solid Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

- ❖ Municipal solid waste collection **is not** mandatory for Residential Customers in the Municipalities listed above, but any Residential Customer desiring municipal solid waste collection is required to use the Contractor.
- ❖ Collection of Municipal Solid Waste and recyclables from Large Commercial, Institutional, Industrial, Agricultural, Multi-Unit Business Centers or Multi-Rental Unit Establishments (exceeding four units) **is not** included in this Contract. These Establishments may contract with the Municipal Contractor or other haulers operating in compliance with the Adams County Municipal Waste Management Plan, ordinances, and Rules and Regulations of Adams County.

**Individual Municipality Requirements:**

- ❖ *For Carroll Valley Borough Only:* All Commercial Establishments in Carroll Valley Borough **are** required to use the Contractor if they can comply with the maximum container requirements.
- ❖ *For Hamiltonban Township Only:* Municipal solid waste collection **is** mandatory for every Rental Unit and Commercial Establishment. Rental Unit and Commercial Establishment customers are required to use the Contractor if they can comply with the maximum container requirements.

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

Commencing April 1, 2022 and extending to March 31, 2025, with a one (1) year optional extension at no increase.

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**Option 1:**

- Municipal Solid Waste Collection and Disposal (includes Large Item pick-up, Bi-Weekly Recycling and Two (2) Covered Devices Drop-off Recycling Events)  
\$ \_\_\_\_\_ / year per customer
- Standard Per-Bag Service \$ \_\_\_\_\_ (Minimum of twelve [12] Bag-Tags required)
- After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ \_\_\_\_\_ /Bag-Tag
- Wheeled Toter \$ \_\_\_\_\_ /year per customer

Total Aggregate Bid Price of all the above \$ \_\_\_\_\_ \*

**Option 2:**

- Municipal Solid Waste Collection and Disposal (includes Large Item pick-up and Two (2) Covered Devices Drop-off Recycling Events):  
\$ \_\_\_\_\_ / year per customer
- Bi-Weekly Recycling:  
\$ \_\_\_\_\_ / year per customer
- Standard Per-Bag Service \$ \_\_\_\_\_ (Minimum of twelve [12] Bag-Tags required)
- After Initial 12 Tag-Bag Purchase, additional tags may be purchased for \$ \_\_\_\_\_ /Bag-Tag
- Wheeled Toter \$ \_\_\_\_\_ /year per customer

Total Aggregate Bid Price of all the above \$ \_\_\_\_\_ \*

\*\*\* The Total Aggregate Bid Price is integral to determining the lowest responsive and responsible Bidder

## **ARTICLE 5 - TIME OF COMPLETION**

Bidder agrees that the performance of the services will conform to the schedule set forth in the Agreement.

## **ARTICLE 6 - ATTACHMENTS TO THIS BID**

The following documents are attached to and made a condition of this Bid:

- A. Required Bid Bond
- B. Required Bidder Questionnaire, with supporting data if required; and
- C. Required Non-Collusion Affidavit and Bidder Affidavit.
- D. Required Letter from a licensed and insured recycling center certifying ability to accept all recyclable materials collected in accordance with this Bid

The undersigned having carefully read and considered the terms and conditions of the 2022 Municipal Solid Waste Collection/Disposal and Recycling Contract and other documents contained in the *General Specifications And Instructions To Bidders For Curbside Collection, Transportation And Processing/Disposal Of Municipal Solid Waste And Recyclables* package, and being familiar with the local conditions affecting the cost of the work does hereby propose to furnish all labor, equipment, materials, tools, insurance, permits, supervision, and all other items necessary to provide municipal solid waste collection/disposal and recycling services in accordance with the Municipal Solid Waste Collection Disposal and Recycling Contract under the conditions and rates hereinafter set forth.

In submitting this response, it is understood that each Municipality individually reserve the right to reject any or all submittals, to waive any informalities in any submittal or the solicitation process, and to negotiate any final contract provisions based on the responses submitted.

In submitting this response, the undersigned agrees that no price bids may be withdrawn for a period of one hundred-twenty (120) days after the date for receipt of responses and that all Price Bids shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the Municipalities.

In submitting this response, the undersigned agrees to comply with the Adams County Municipal Solid Waste Management Plan, ordinances, and Rules and Regulations of Adams County, and the requirements of the Contract Documents.

Accepted By:

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

AFFIX  
CORPORATE  
SEAL

I state that \_\_\_\_\_ (Name of Firm) understands and acknowledges that the above representations are material and important and will be relied on by the Multiple Municipalities of Adams County in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Municipalities of the true facts relating to the submission of Responses for this contract. I understand and my firm understands that any fraudulent concealment will allow the Municipalities to pursue all applicable remedies at law or equity including, but not limited to, the right to reject this Response.

Sworn to and Subscribed before me

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Company Position)

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

**2022 AGREEMENT TO ENTER INTO MUNICIPAL SOLID WASTE  
COLLECTION/DISPOSAL AND RECYCLING CONTRACT**

**THIS AGREEMENT** (hereinafter the “Agreement”) made this day of \_\_\_\_\_ 2022 (the “Effective Date”), by and between the Municipality of \_\_\_\_\_, a political subdivision (hereinafter the “Municipality”); and \_\_\_\_\_, a solid waste collection firm (hereinafter the “Contractor”)“ hereafter, jointly referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Parties are entering into a Municipal Solid Waste Collection/Disposal and Recycling Contract for the curbside collection, transportation, and processing/disposal of municipal solid waste and recyclables (“Agreement”); and

**WHEREAS**, the Contractor submitted a Response to a Request for Bids for Curbside Collection, Transportation, and Processing/Disposal of Municipal Solid Waste and Recyclables for Municipalities in Adams County, Pennsylvania consisting of Carroll Valley Borough, Fairfield Borough, Freedom Township, Hamiltonban Township, Highland Township and Liberty Township; and

**WHEREAS**, after due consideration and appropriate action, one or more of the following Municipalities of Carroll Valley Borough, Fairfield Borough, Freedom Township, Hamiltonban Township, Highland Township and Liberty Township has awarded the contract for Municipal Solid Waste Collection/Disposal and Recycling to the Contractor in accordance with the terms and conditions set forth herein; and

**NOW THEREFORE, THIS AGREEMENT WITNESSETH** that the Parties in consideration of the requirements, terms, and conditions of the said Specifications, General Terms and Conditions, and the offers, promises, and representations made by the Contractor in said Proposal, by each of the parties hereto, on their parts, to be observed and fulfilled, do hereby agree as follows:

**Article 1- Basis of Agreement**

The above recitals are incorporated herein by reference thereto and made a part of this Agreement.

The parties hereto recognize that the Bidding Documents are the basis of this Agreement, and the parties accept the same, and declare that there are no understandings, representations, or promises, written or verbal, having any bearing on this Agreement that are not expressed in said Bidding Documents, Contractor's Proposal, and/or written in this Agreement.

The Bidding Documents include the following documents issued under the title “General Specifications and Instructions to Bidders for Curbside Collection, Transportation, and Processing/Disposal of Municipal Solid Waste and Recyclables for Multiple Municipalities in Adams County dated \_\_\_\_\_ 2022: all Bidding Documents, as defined in the Instructions to Bidders and including but not limited to the said Specifications and any Addenda (if released); the Bidder’s completed Proposal and any required attachments; and any and all written Amendment(s), Change Orders(s) and Notice to Proceed if issued after the Effective Date of this Agreement, which said Bidding Documents are incorporated into this Agreement by reference.

**Article 2- Work/ Service**

The Contractor agrees to furnish all labor, superintendence, materials, necessary equipment, other utilities and facilities, and to otherwise perform all Work and/or Services as included in the Proposal and to faithfully perform and complete all obligations connected therewith in full conformity with said Bidding Documents, including but not limited to the Specifications and Bidder’s Proposal, and to demonstrate and

make good any guarantees and warranties therein required and contained, for all of which things faithfully and fully performed and completed, the Municipality agrees to pay the Contractor and the Contractor agrees to accept from the Municipality in full settlement therefor, the total sum or contract price of lawful money of the United States of America, at the time, in the manner, and under the conditions named in said Bidding Documents, and as listed in the Proposal

**Article 3- Time is of the Essence/ Contract Times & Term**

All times set forth for the completion of the services relating thereto is of the essence of the Agreement. The Contract term shall be three (3) years in length and begin on April 1, 2022 at 12:00 a.m., expiring on March 31, 2025 at 12:00 p.m. the ("Initial Term"). Prior to the expiration of the Contract period, the Municipality may, in its sole discretion extend the Contract for an additional year, at no change in prices to run through March 31, 2026. To the extent provided in the General Terms and Conditions relating to disputes, applicable provisions herein shall continue in effect after expiration or termination, including early termination prior to the standard expiration date of the term, to the extent necessary to enforce or complete the duties, obligations, or responsibilities arising prior to termination, repayment of any money due and owing to either party pursuant hereto, and indemnifications specified hereto.

**Article 4- Standard of Care**

The standard of care applicable to Contractor's services will be the degree of skill and diligence normally employed by professionals performing the same or similar services in the Commonwealth of Pennsylvania at the time said services are performed. The Contractor will re-perform any services not meeting this standard without additional compensation.

**Article 5- Contract Price**

The Municipality shall pay the Contractor for performance of the services relating to the Work and/or Services in accordance with the General Terms and Conditions, as provided in the Contract Documents as follows:

- 1 – The prices as stated in Contractor's Bid for Option # \_\_\_\_\_.

**Article 6- Payment Procedures**

All invoicing and payments shall be made monthly. Invoices may be emailed to the Municipality.

**Article 7- Breach of Contract**

If the Contractor fails to perform, or fails to perform in a satisfactory manner, or fails to perform in accordance with applicable ordinances, or is in violation of the Contract, the Municipality shall have the right to demand in writing adequate assurance from the Contractor that steps have been, or are being, taken to rectify the performance failure or violation. The Contractor must, within seven (7) days of receipt of such demand, return to the Municipality a written statement explaining reasons for non-performance or delayed, partial, or sub-standard performance, or Contract violation, during that period and any continuation thereof. The Contractor also has available to him the option to appear with an explanation before the Municipality. Upon receipt of the Contractor's statement, or the failure of the Contractor to submit one, or the failure to provide any reason satisfactory to the Municipality to remedy the stated reason for noncompliance and the failure to correct the same, or the failure to undertake efforts satisfactory to the Municipality to remedy the stated reason, or the failure of the Contractor to remedy in a reasonable manner repeated issues in any category of service, the Municipality may, except under conditions of Force Majeure: assess penalties; maintain an action, in law or equity, against the Contractor; or terminate this Contract, and make demands under the terms of the Performance Bond for liquidated damages, or remediation, or abatement of any violation or performance failure. All breaches of Contract, liquidated damages, violations and assessment penalties shall be certified by the Municipality, and the Municipality's judgment shall be final.

**Article 8- Liquidated Damages**



The Contractor shall agree, in addition to any other remedies available to the Municipality, that the Municipality may require credits to customer accounts from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations.

The following acts or omission shall be considered a breach of contract:

- A. Failure to respond to legitimate service complaints within 24 hours, in a reasonable and professional manner - \$25.00/incident/per day
- B. Failure to collect properly notified missed collections - \$25.00/incident/per day
- C. Failure to clean up spills (i.e. dumping of garbage or recycling on the ground) during collection operations - \$100.00/incident/per day
- D. Failure otherwise to follow the requirements of the Bidding Documents - \$50.00/incident/per day

The Municipality shall create a log of all complaints received from the customers and, in addition to notifying the Contractor promptly of the complaint in order to have the complaint rectified, will send the log electronically to the Contractor monthly, so the Contractor can credit the Municipality's account in accordance with the liquidated damages set forth above.

#### **Article 9- Independent Contractors**

Any services to be performed by the Contractor or its sub-contractors, if any, under this Agreement are provided as independent contractors. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. All persons engaged in any of the services for the service to be performed pursuant to this Agreement shall at all times and places be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it, its employees, and sub-contractors perform the services. The Contractor does not have the power or authority to bind the Municipality in any promise, agreement, or representation unless the Municipality expressly provides a written agreement to do so. The Contractor also hereby represents and warrants that it and any sub-contractors have and will continue to maintain all licenses and approvals required to conduct its business and to provide the services as required pursuant to this Agreement.

#### **Article 10- Contractor's Representations**

In order for the Municipality to enter into this Agreement, the Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Bidding Documents and any and all other related data as identified in the Bidding Documents, including any technical data;
- B. If specified, or if in Contractor's judgment, any local condition may affect cost, progress, or the performance of the services, Contractor has visited the Municipality to become familiar with the local conditions and is satisfied as to the local conditions that may affect cost, progress, or the performance of the services;
- C. Contractor is familiar with and satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, or the performance of the services;
- D. Contractor has carefully studied and correlated the information known to Contractor, and information and observations obtained from Contractor's visits, if any, to the Municipality, with the Bidding Documents;
- E. Contractor promptly gave the Municipality written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovered in the Bidding Documents and the Bidding Documents and confirmed that the written resolution thereof by the Municipality is acceptable to Contractor;
- F. Contractor determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the services;

- G. Contractor is in good standing with its State of Incorporation and authorized to conduct business in the Commonwealth of Pennsylvania.
- H. Contractor is authorized to enter into this Agreement and the individual signing on behalf of Contractor is authorized to bind the Contractor to the terms set forth herein; and
- I. Contractor shall and will maintain any and all permits, licenses, and certifications as needed to perform the services or do work as described herein.

**Article 11- Applicable Law/ Venue/ Jurisdiction**

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute the venue and jurisdiction of any action brought hereunder, upon the conclusion of mediation as set forth in the General Terms and Conditions, shall be in Adams County Court of Common Pleas.

**Article 12- Entire Agreement/ Amendments**

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. This Agreement cannot be modified, except by a written document signed by the parties hereto. The Municipality's approval at a public meeting shall be required to amend this Agreement unless otherwise delegated to its designees.

**Article 13- Remedies**

No remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or unless otherwise stated herein. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof. Notwithstanding the foregoing, Contractor waives any and all claims to consequential, incidental, compensatory, or punitive damages that may arise out of and/or resulting from this Agreement, including but not limited to loss of anticipated profits or revenue or other economic loss in the event this Agreement is terminated. Further, Contractor agrees that Contractor's sole remedy for any claim arising out of or relating to this Agreement shall be payment for services rendered prior to any termination of the Contract, provided however that the Municipality may offset any amount owed to Contractor for services rendered by Contractor prior to termination of the Agreement for any damages, and/or costs suffered and/or incurred by the Municipality as a result of any breach or failure by Contractor.

**Article 14- Severability**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

**Article 15- Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

**Article 16- Interpretation**

Each party to this Agreement has been afforded the opportunity to review this Agreement with their own respective legal counsel. Therefore, this Agreement shall not be construed in favor for or against either party.

**Article 17- Successors and Assigns**

The Municipality and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Bidding Documents.

**Article 18- Assignment**

No assignment by a party hereto of any rights under or interests in the Bidding Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Bidding Documents .

**Article 19- Termination/Suspension**

Should the Contractor fail to perform the Work and/or Services to the satisfaction of the Municipality or to comply with any of the provisions of the Agreement, the Municipality may terminate the Agreement for cause upon seven (7) days' written notice of intent to terminate to the Contractor. Contractor's services will not be terminated if the Contractor begins within seven (7) days after receipt of the notice of intent to terminate to correct and cure the deficiencies set forth in said notice and Contractor proceeds in a diligent manner to cure such deficiencies within no more than fifteen (15) days after receipt of said notice, unless the Municipality in its sole and absolute discretion extends such time to cure in writing. Notwithstanding the foregoing, Contractor shall have no right to cure if liquidated damages assessed by the Municipality exceed one thousand dollars (\$1,000) in any given year.

Notwithstanding the foregoing, the Municipality may terminate this Agreement without cause and without prejudice to any other right or remedy of the Municipality upon seven (7) days' written notice to Contractor.

Contractor may only terminate this Agreement in the event the Municipality is in default and fails to cure said default within one hundred eighty (180) days from the date the Municipality receives written notice from Contractor, which said notice shall set forth the alleged default.

In the event that the Municipality terminates the Contract as provided for herein, Contractor agrees that Contractor shall not be paid an amount of loss of anticipated profits or revenue or other economic loss arising out of and/or resulting from such termination. Contractor agrees that its sole remedy shall be payment for services rendered prior to termination of the Contract, provided however that the Municipality may offset any amount owed to the Contractor for services rendered by Contractor prior to termination for any damages, and/or costs suffered and/or incurred by the Municipality as a result of any breach or failure by Contractor.

The Municipality has the right to suspend performance of the Agreement, at any time and without cause, by written notice, upon which the Contractor shall be entitled to an increase in the contract time and contract price caused by the suspension, as determined by the Municipality in its sole and absolute discretion.

**Article 20 – Non-Discrimination**

The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the Services of the Contractor to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**Article 21 – Effective Date**

As used herein, the "Effective Date" shall mean \_\_\_\_\_, 2022.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the date first above written.

**(If Contractor is an Individual)**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Individual

Trading and doing business as:

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

\_\_\_\_\_  
Date

**(If Contractor is a Partnership - All General Partners Must Sign)**

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Date

**(If Contractor is a Limited Liability Company - All General Partners / Members Must Sign)**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address of Company

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of General Partner / Member

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of General Partner / Member

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of General Partner / Member

\_\_\_\_\_  
Date

**(If Contractor is a Corporation)**

Attest:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(Corporate Seal)

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Signature of President or Vice President

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Secretary

\_\_\_\_\_  
Date

**[END OF AGREEMENT]**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENT**, that we

\_\_\_\_\_, as Contractor,

and \_\_\_\_\_, a corporation incorporated under the laws of the State of \_\_\_\_\_, as surety, are jointly and severally held firmly bound unto \_\_\_\_\_, a Municipal Corporation of the Commonwealth of Pennsylvania, with its principal office at \_\_\_\_\_, in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, to be paid to the said Municipality, in payment well and truly made, we do bind ourselves, our successors, assigns, heirs, executors and administrators, jointly and severally, firmly by these present.

**WHEREAS**, the above bounded Principal will be providing certain Municipal Solid Waste/Recycling Services to \_\_\_\_\_, the Contract for which Municipal Solid Waste/Recycling Services require the posting of financial security to ensure that the Municipal Solid Waste/Recycling Services are provided as set forth in the Agreement.

**NOW THEREFORE**, the condition of this obligation is such that if the above bounded Principal, as Contractor shall in all respects comply with the Contract for Municipal Solid Waste/Recycling Services then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

The Performance Bond may be drawn upon by the Municipality if a notarized statement signed by a Municipal representative is presented to the surety stating that the Contract for Municipal Solid Waste/Recycling Services has not been completed as required. This Performance Bond must be presented at the time of any drawing hereunder.

The bond shall in all respects conform to the requirements of the laws of the Commonwealth of Pennsylvania and be in a form satisfactory to the Municipality.

**(If Contractor is an Individual)**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Individual

Trading and doing business as:

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address of Business

**(If Contractor is a Partnership - All General Partners Must Sign)**

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address of Partnership

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

**(If Contractor is a Corporation)**

ATTEST:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Signature of Secretary or  
Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(CORPORATE SEAL)

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Signature of President or Vice President

Type or print name below each signature.

**(Corporation Surety)**

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address of Office

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Type or print name below each signature.

**NOTE: Substitute Performance Bond Form is not acceptable. Failure to submit Bond on this form will be reason for rejection of Bid.**



INSERT W-9 FORM HERE  
Four (4) Pages

**Receipt of Confirmation of Bidding Documents**

**For**

**2022 Curbside Collection, Transportation and Processing of Municipal Solid Waste and  
Recyclables**

All prospective bidders who obtained the Bidding Documents electronically must email this "Receipt of Confirmation" form no later than \_\_\_\_\_ PM \_\_\_\_\_, 202\_\_ EST

to: \_\_\_\_\_.

The undersigned confirms receipt of all 55 pages of the bidding documents dated \_\_\_\_\_, 20\_\_  
for the project referenced above as posted electronically at \_\_\_\_\_.

Name of Company \_\_\_\_\_

Name of Recipient \_\_\_\_\_

Signature of Recipient \_\_\_\_\_

Title of Recipient \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

# UNFINISHED BUSINESS

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Funding Solutions

Update to Council

November 3, 2021

## Memorandum

To: Carroll Valley Borough Council  
From: GMS Funding Solutions (GMS)

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### PA SMALL WATER AND SEWER PROGRAM UPDATE

#### *Carroll Valley Wastewater Treatment Facility Upgrades Project*

Awarded \$425,000

The first reimbursement request was submitted on September 10, 2021. The reviewer had additional questions on the submission and GMS is coordinating with the Authority to provide answers. GMS drafted a revised reimbursement request that was provided to the Authority for signature on October 29, 2021.

**Next Steps:** The Authority should sign the revised reimbursement request and continue to forward Wm. F. Hill (engineering) and Doli Construction invoices and copies of payment to GMS. GMS will draft payment requests for partial reimbursement.

### ADAMS COUNTY PARKS, RECREATION AND GREEN SPACE GRANT PROGRAM UPDATE

#### *Carroll Valley Path System – Phase I*

Awarded \$25,000

The County has requested additional information be submitted prior to making a decision on the project re-scope request. GMS is coordinating with the Borough and FSA to gather necessary documentation, including a more detailed cost estimate and preliminary concept plan of the trail. If the Borough agrees, GMS will directly contact FSA about a cost estimate and concept plan.

**Next Steps:** The Borough should either coordinate with FSA or approve GMS to contact FSA directly to gather the necessary documents. The Borough should continue to forward project invoices and cancelled check payments to GMS for reimbursement submissions.

### H2O PA – WATER SUPPLY, SANITARY SEWER AND STORM WATER PROJECTS (H2O)

#### *Wastewater Treatment Plant Upgrades*

Awarded: \$700,000

The H2O grant expires on June 30, 2023. On October 11, 2021, GMS reviewed the bid documents and on October 11, 2021 provided minor comments, as it relates to the grant program requirements, to Wm. F. Hill. Once the bid documents have been approved by all parties, the project should go to bid. GMS will need copies of the public advertisement, bid responses, and bid tabulation. GMS has received invoices for Wm. H. Hill and is working on drafting the first reimbursement request for the engineering costs.

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CARLISLE

354 Alexander Spring Rd.  
Carlisle, PA 17015

[www.GMSFundingSolutions.com](http://www.GMSFundingSolutions.com)  
(717) 552-2639

HARRISBURG

112 Market St., 8th Floor  
Harrisburg, PA 17101

*November 3, 2021*

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**Next Steps:** The Borough should forward all engineering invoices and evidence of payments to GMS. Once the Project is bid, the Authority should move forward with project construction.

### **COVID-19 ARPA LOCAL FISCAL RECOVERY FUNDS (LFRF)**

Request: \$206,303.02 (first tranche); \$206,303.02 (second tranche)

The Borough received notice that the first Project and Expenditure Report (Report) is now due April 30, 2022 instead of by October 31, 2021. GMS will assist the Borough with completing and filing the Report(s).

**Next steps:** The Borough should work with their auditor/accountant to calculate the lost revenue as it is GMS' understanding that the Borough desires to put the funds toward lost revenue. GMS will coordinate with the Borough to compile and submit the necessary Report(s).

### **BROADBAND INITIATIVE**

Estimated project cost: \$171,503

GMS is researching potential funding sources to extend broadband services in the Borough. Potential funding opportunities are the County American Rescue Plan Act (ARPA) funds and the Capital Project Program funds through the US Department of Treasury. The Capital Project Program is now open for States to apply for funding for eligible projects including broadband. After funds are released at the State level, GMS will monitor for potential competitive broadband programs. GMS shared a funding matrix with the Borough on November 3, 2021.

**Next Steps:** The Borough should review project costs to account for any increases. GMS will provide the Borough with summaries of any potential funding opportunities, decide which will be the best fit, and move forward with the grant application process.



# NEW BUSINESS

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FOR YOUR INFORMATION

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**Municipal Services Report**  
**October**  
**2021**

**Road Work: 284 Man-Hours**

- Roadside ditches were excavated, rip rap was installed to prevent future washouts along several roadways throughout the borough.
  - Approximately 52 tons of R-4 rip rap was installed on Pinehill Trail, Locust trail, and Lakeside trail to slow water flow
  - Approximately 20 tons of R-7 Rip Rap was installed in the side ditch of Toms Creek Trail to slow water flow
  - Aggregate was added to the side of Rabbit Trail where water had eroded the side ditch and back to the road edge
  - Creek View Trail side ditch was cleaned of debris from tropical storm Ida in September and a tree was removed that had fallen
  - Country Club Trail side ditch was excavated deeper to retain runoff water from entering onto the roadway
  - Crestview Trail had aggregate added and compacted into a wash out area in the road surface and a breaker was formed to direct water into side ditch. The side ditch was also excavated deeper for water retention.
- Freedom Trail, Plainview Trail and Buffalo Trail were swept of loose aggregate from the seal coating applications that were performed in late September
- Culvert pipes were inspected for leaves and debris and cleaned out as necessary
- Stop sign and street name signs were replaced at the intersection of Skylark Trail and Shirley Trail

**Equipment Maintenance and Repair: 236 Man-Hours/ 4-Police Dept**

- Municipal Services/Parks/Zoning/STP Departments:
  - All of the dump trucks were fitted with salt spreaders, calcium tanks and snowplows for the winter season
  - MS 6 and MS 8 were serviced, oil and filters changed, air dryers replaced, greased, antifreeze tested, and hydraulic filters replaced
  - JCB Backhoe had seized pin on front loader bucket. Pin was removed, polished with abrasive wheel re-tapped for grease fitting and re-installed
  - All trucks were steam cleaned prior to fitting with snow removal equipment
- Police Department: (4 man-hours)
  - Transported PL 2 to Excalibur Towing for exhaust repair
  - "Drug Take Back" signs were put in place throughout the community for the October 23<sup>rd</sup> event and picked up after the event.

Vehicle and Equipment mileage log and Fuel usage summary for October 2021 attached.



**Parks and Property Maintenance 260 Man-Hours**

- Approximately 100 sapling trees were acquired through Adams County Conservation District
- Carroll Commons Park
  - Expired trees were removed throughout the park and new saplings were planted
  - Some tree tubes were removed as instructed. Trees are healthy and are of substantial size to support themselves
  - Routine Maintenance to include mowing, trimming of weeds and trash collection
  - Clean and sanitize playground equipment
  - Clean and maintain pavilion
  - Walking Paths maintained
- Ranch Trail
  - Routine Maintenance to include mowing, trimming of weeds and trash collection
  - Clean and sanitize playground equipment
  - Walking paths maintained
  - Expired trees have been removed overtime and new saplings were planted
- Lake May
  - Routine Maintenance to include mowing, trimming of weeds and trash collection
  - Lake breast was mowed for lake inspection
- Lake Kay Mini Park
  - Routine Maintenance to include mowing, trimming of weeds and trash collection
- Large tree and limbs were removed from Friends Creek prior to it washing under the Ranch trail Bridge

**Miscellaneous, Admin and Training: 50 Man-Hours**

- Staff Meetings
- All MS employees attended Kamstra Financial Planning meeting regarding 457Plan
- Attended LTAP webinar on PennDot liquid fuels usage and allocations for 2022

**Sewer Treatment Plant: 2 Man-Hours**

- Delivered Skid steer to STP for pump house project

**Paid Time Off: 150 Man-Hours**

Respectfully Submitted,  
*Brad A. Sanders*  
Brad A. Sanders  
MS Supervisor