

**2026 AGREEMENT TO ENTER INTO MUNICIPAL SOLID WASTE
COLLECTION/DISPOSAL AND RECYCLING CONTRACT**

THIS AGREEMENT (hereinafter the “Agreement”) made this 1st day of April in the year 2026 (the “Effective Date”), by and between the Municipality of Liberty Township, a political subdivision (hereinafter the “Municipality”); and Parks Garbage dba Patriot Disposal 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 for letting of **January 28, 2026**: 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 customer shall pay the Contractor and the Contractor agrees to accept from the customers in full settlement therefor, the 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, 2026, at 12:00 a.m., expiring on March 31, 2029, at 11:59 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, 2030. 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 Contractor shall bill the customer 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 # 1.**

Article 6- Payment Procedures

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 Contractor, 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 Collector'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 Collector. During the Contract period, the Contractor shall furnish the Municipality at their respective request and for informational purposes only with all customers and billing information, including names and addresses. Such a request by the Municipality shall not make the Municipality liable for any billing.

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 in item A 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 48 hours, in a reasonable and professional manner - \$100.00/incident/per day
- B. Failure to clean up spills (i.e. dumping of garbage or recycling on the ground) during collection operations - \$100.00/incident/per day
- C. Failure otherwise to follow the requirements of the Bidding Documents - \$100.00/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 customer's account for breach of item A above and the Municipality's account in accordance with the liquidated damages set forth in items B and C 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 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

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, independent contractor, or any person seeking the Services of the Contractor to be provided under this Agreement on the basis of race, color, religious creed, ancestry, national origin, sex, age, marital status, or presence of any disability.

Article 21 – Effective Date

As used herein, the “Effective Date” shall mean April 1, 2026.

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

Type or print name below each signature.

Attest:

Signature of Secretary or Assistant Secretary

(Corporate Seal)

Parks Garbage Services Inc.

Name of Corporation

771 James Burr Blvd, Kearneysville WV 25430

Address of Principal Office

PA

State of Incorporation

[Handwritten Signature]

Signature of President or Vice President

4/10/2026

Date

Attest:

[Handwritten Signature]

Signature of Secretary

(Corporate Seal)

Liberty Township

Name of Municipality

39 Topper Rd Fairfield PA 17320

Address of Municipality

[Handwritten Signature]

Signature of Authorized Representative

Walter Barlow, Chairman

Printed Name/Title

02-04-2026

Date



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)
Type or print name below each signature.

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)
Type or print name below each signature.

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)
Type or print name below each signature.

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

(Corporation Surety)

Type or print name below each signature.

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 on behalf of the corporation.

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

BID SUBMITTAL SHEET

Option 1:

- *Basic Service* of Municipal Solid Waste Collection and Disposal (includes Large Item pick-up, Bi-Weekly Recycling and Two (2) Covered Devices Drop-off Recycling Events)
\$ 378.00 / year per customer
- Standard Per-Bag Service \$ 72.00 (Initial Purchase of twelve [12] Bags or Tags required per Contract Term)
- After Initial 12 Tags or Bags Purchase, additional tags may be purchased for \$ 6.00 per Bags/Tags
- Wheeled Toter \$ 25.00 /year per customer

Option 2:

- *Basic Service* of Municipal Solid Waste Collection and Disposal (includes Large Item pick-up and Two (2) Covered Devices Drop-off Recycling Events):
\$ 321.60 / year per customer
- Bi-Weekly Recycling:
\$ 120.00 / year per customer
- Standard Per-Bag Service \$ 72.00 (Initial Purchase of twelve [12] Bags or Tags required per Contract Term)
- After Initial 12 Tags or Bags Purchase, additional tags may be purchased for \$ 6.00 per Bags/Tags
- Wheeled Toter \$ 25.00 /year per customer

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 2026 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.

Type or print name below each signature.

Accepted By:

DATE: 1/23/26

Park's Garbage dba Petrot Disposal
(Name of Firm)

By: Brad Deason

Title: General Manager

ATTEST: [Signature]

AFFIX
CORPORATE
SEAL

I state that Park's Garbage dba Petrot Disposal (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

Bradley Clark Deason
(Name)

General Manager
(Company Position)

This 23 day of January, 2026.

Michael Marrone (Notary Public)

My Commission Expires: 9/04/2030

