

RESOLUTION NO. 101 - 2018

Moved by: _____

Will Mize

A Resolution authorizing the City of Harrisburg to renegotiate and enter a services contract with Penn Waste, Inc., to continue to serve as the City's single stream recycling disposal service.

WHEREAS, Penn Waste, Inc. ("Penn Waste") was engaged by the City of Harrisburg ("City") in 2016 to provide single stream recycling services; and

WHEREAS, significant changes to the recycling markets have necessitated a renegotiation of the previous recycling contract; and

WHEREAS, the City desires to continue utilizing recycling services and other sustainability programs to benefit the environment and citizens of Harrisburg; and

WHEREAS, there are limited options for recycling services that would meet the City's needs; and

WHEREAS, the City desires to enter into a new contract with Penn Waste to continue utilizing their recycling services; and

WHEREAS, the City and Penn Waste have agreed to undertake these services at a rate of \$35.00 per ton of recyclable materials; and

WHEREAS, a copy of the single stream recycling services contract is attached hereto as "Exhibit A" and incorporated as if fully set forth herein.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG, that the City of Harrisburg is authorized to negotiate and enter into a services contract with Penn Waste, Inc., to provide single stream recycling disposal services consistent with the foregoing.

BE IT FURTHER RESOLVED that the Mayor, City Controller, Business Administrator and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this Resolution.

Seconded by: _____

Ben Jallant

passed the City Council December 18, 2018
Wanda R. Williams
President of City Council

Attest [Signature]
City Clerk

YEAS _____ /S
NAYS _____

MR. ALLATT
MS. BOWERS
MS. DANIELS
MS. GREEN
MR. MADSEN
MR. MAJORS
MS. WILLIAMS

Yeas 7
Nays 0

- Approved
- Returned to City Council with objections

EXHIBIT A

Single Stream Recycling Services Agreement

THIS SINGLE STREAM RECYCLING SERVICES AGREEMENT ("Agreement") is made as of October 1, 2018, by and between Penn Waste, Inc. ("Company") and The City of Harrisburg ("Customer"), with offices located at 10 N. 2nd Street, Harrisburg, PA 17101. Penn Waste's recycling facility accepting single stream material is located at 3625 Mia Brae Drive, York, PA 17406. The parties enter into this new Agreement due to significant changes in market circumstances. This Agreement is intended to supersede all prior agreements and understandings, oral or written, between the Company and Customer.

1. Term:

The initial term of the Agreement shall be for a period of one (1) year and (3) months, beginning October 1, 2018 through December 31, 2019. The Agreement shall automatically renew thereafter for successive terms of one (1) year each, unless either party gives written notice of termination to the other party by certified mail at least thirty (30) days prior to the expiration of the then-existing term. Written notice of termination by the Company or Customer shall be provided as specified in paragraph 6 of the Agreement.

2. Quantity and Quality:

During the term of the Agreement, the Company shall be the provider of the services set forth below and shall take Customer's single stream recyclables ("Recyclables"). Single stream recyclables received by the Company from Customer shall be in accordance with Company's specifications set forth in Exhibit A. Single stream recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or other waste not approved in writing by Company. Title to and liability for excluded material shall remain with Customer at all times. Title to Recyclables shall transfer to the Company at time of delivery. Material Changes to load composition (i.e. Excessive glass) would allow Company to renegotiate price listed below. Nothing herein prevents the Customer from starting alternate recycling programs independent from the Company.

3. Price:

The processing fee for delivered single stream recyclables shall be a flat rate of **\$35.00 per ton**. As additional consideration for this new agreement and in light of the substantial changes in market circumstances, Customer agrees to pay Company a one-time, lump sum payment of **\$6,000.00**.

4. Service:

Customer's Recyclables will be delivered by Customer to Penn Waste's recycling facility accepting single stream material located at 3625 Mia Brae Drive, York, PA 17406 (collectively "Facility") between the hours of 5:00 am and 5:00 pm, Monday through Friday, excluding holidays specified by the Facility. All Recyclables must be delivered in self dumping trucks and will be weighed in and out by Company at the Facility on the Company's certified truck scale.

5. Education

It is the responsibility of the Customer to educate the generators / residents of recyclables to be delivered to the Company so that materials described as "Materials Accepted" are within the

guidelines described in Exhibit A. Company agrees to partner with Customer to educate customers on ways to increase recycling tonnages. See Attachment I for sample.

6. Notices:

Any notices that are sent to the Company by regular mail or certified mail shall be sent to Penn Waste, Inc. at P.O. Box 3066, York, PA 17402 to the attention of Ed Ward, Company General Manager. Overnight packages should be sent to Penn Waste, Inc. at 3955 North George St Extended, Manchester, PA 17345. Email should be sent to eward@pennwaste.com.

Any notices to the Customer shall be sent by certified mail and sent to the City of Harrisburg, Office of the Business Administrator, 10 N. 2nd Street, Suite 202, Harrisburg, PA 17101. Company shall mail two (2) additional copies of the notice to the City of Harrisburg, Office of City Solicitor, 10 N. 2nd Street, Suite 402, Harrisburg, PA 17101 and City of Harrisburg, Department of Public Works, 1820 Paxton Street, Harrisburg, PA 17104.

7. Invoices:

Invoices from the Company shall be sent monthly by regular mail to the City of Harrisburg, 10 N. 2nd St., Ste. 302A, Harrisburg, PA 17101. Payment shall be due within thirty (30) days after Customer receives the invoice from Company.

If the outlined terms and conditions are acceptable to the Customer, please sign below accepting the Company's proposal.

PENN WASTE, INC.

By:

Edward T. Ward
Vice President

Date

CITY OF HARRISBURG*

By:

Eric Papenfuse
Mayor

Date

Charlie DeBrunner
City Controller

Date

APPROVED AS TO FORM
AND LEGALITY:

Lam D. Truong, Esq.
Assistant City Solicitor

Date

*The City of Harrisburg is governed under Pennsylvania's Optional Third-Class City Law Charter, 53 P.S. § 41101, *et seq.* Section 53 P.S. § 41413(c) of the law requires that "all bonds, notes, contracts and written obligations of the city shall be executed on its behalf by the mayor and the controller."

EXHIBIT A

SINGLE STREAM SPECIFICATIONS

Single Stream Recyclables, consisting of recyclable glass, aluminum, cans, plastics and papers, generally collected from residential recycling, as follows:

Materials Accepted:

- Aluminum food and beverage containers
- Glass food and beverage containers – brown, clear, or green
- Ferrous (steel) cans
- Plastics with symbols #1, #2 & #5
- Newsprint
- Old corrugated cardboard
- Magazines
- Cereal boxes
- Office paper
- Junk Mail / Envelopes
- All other office paper without wax liners
- Aseptic Cartons

Materials Not Accepted, include but are not limited to ("Unacceptable Materials"):

- Microwave trays
- Mirrors
- Window or auto glass
- Light Bulbs
- Ceramics
- Porcelain
- Plastics unnumbered
- Plastic bags
- Coat hangers
- Glass cookware/bake ware
- Household items such as cooking pots, toasters, etc.

All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.

All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.

All plastic containers must be empty, caps removed; less than 5% food debris.

All fiber must be dry and free of food debris and other contaminating material.

Tissues, paper towels or other paper that has been in contact with food is not acceptable.

Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:

1. Materially impair the strength or the durability of the Company's structures or equipment; or
2. Create flammable or explosive conditions in Company's facilities;
3. Contain dry cell batteries or lead acid batteries;
4. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public; or

5. Contain Excluded Materials defined as any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or other waste not approved in writing by Company.

Loads not meeting the specifications may be rejected in whole or in part by Company.

INTER

OFFICE

MEMO

To: HARRISBURG CITY COUNCIL
From: Kirk Petroski, City Clerk
LEGISLATIVE APPROVAL FORM

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2018

RESOLUTION NO. 101-2018

THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR'S OFFICE ON:


Assistant City Solicitor

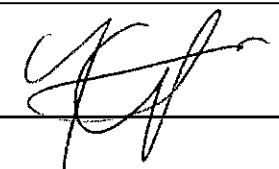
11/20/2018
Date

Requested by Department/Bureau: Dept. of Public Works

Department/Bureau Contact Person: John Rarig

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on

Received by: 

Date: 11-20-18