Form B - 6

TOWNSHIP OF MAIDENCREEK, PENNSYLVANIA
CONTRACT

NOTE; This contract is not to be filled in until contract is awarded.

THIS AGREEMENT, made and concluded this 8th day of October, in the year two thousand and 18, by and between the Township of Maidencreek, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, party of the first part, and Solid Waste Services, Inc. d/b/a J. P. Mascaro & Sons, Contractor, party of the second part, pursuant to law and to the provisions and requirements of the ordinance of the Township of Maidencreek, Pennsylvania.

WITNESSETH, that the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the party of the first part for itself, its successors and assign, and the party of the second part for itself, himself, or themselves, its successors, or his or their executors and administrators as follows:

CONTRACTOR'S GENERAL AGREEMENT. The Contractor covenant, promises and agrees to and with the party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing date of October 2, 2018 and hereto attached, to furnish all the material, machinery, equipment, tools, labor and transportation, necessary or proper for the purpose of discharging it's obligations as Authorized hauler pursuant to the Maidencreek Township Recycling Ordinance, Ordinance 192 (the Ordinance) and carrying out all the work specified in the bid documents, the ordinance and the Regulations promulgated pursuant thereto and embraced in this contract in a good, substantial and workmanlike manner, and in strict accordance with the specifications pertaining to this contract a herein contained.

PARTS OF CONTRACT. The Location Map; Notice to Contractor; Bid Instructions; Documents to be Submitted with Bid; Contract Documents; Documents to be Submitted During the Course of the Contract; Affirmative Action Requirements; General Provisions; Supplementary General Terms and Conditions; Technical Specifications; Supplementary Technical Specifications; the Ordinance and Regulations; and Correspondence and Supportive Documentation shall each form a part of the Contract.

THE CONTRACT SUM. The Township shall pay the Contractor for the performance of the contract, subject to additions and deductions provided therein, in lawful money as follows:
Option #1 Collection & Transportation of Recyclables N/A

Option #2 Processing & Marketing of Commingled Materials N/A

Option #2 Processing & Marketing of Mixed Paper N/A

Option #3 Collection, Transportation, Processing & Marketing of Recyclables $248,520.00 (2 yrs.amt.)
(complete whichever applies)

TIME AND MANNER OF DOING WORK. The party of the second part agrees to commence the work to be done under this contract, upon receiving written notice to proceed from the Township and to complete the entire work during the contract period as stated in the Specifications it being expressly agreed and understood that the time is considered to be the essence of this contract.

LIENS. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Township a complete release of all liens arising out of this Contract, or receipts in full in lien thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Township all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

BASIS OF CONTRACT. This contract is founded on Contractor's Bid dated September 13, 2018.

IN WITNESS WHEREOF, the said Township of Maidencreek has caused this Agreement to be executed by the Chairman of the Board of Supervisors and its corporate seal to be hereunto affixed, duly attested by the Township Secretary, and the party of the second part.

the day and year first above written.

TOWNSHIP OF MAIDENCREEK

BY: Chairman

ATTEST:

Township Secretary

Signed and Sealed in the Presence of

Solid Waste Services, Inc. d/b/a J. P. Mascaro & Sons

CONTRACTOR

Pasquale N. Mascaro PRESIDENT

Michael Mascaro SECRETARY

J. P. Mascaro & Sons

COMPLETE SOLID WASTE SYSTEMS

2650 Audubon Rd.
Audubon, PA 19403

PASQUALE N. MASCARO
President

484-398-6500
Facsimile: 267-933-6103
Email: pat.mascaro@jpmascaro.com

July 7, 2020

Dear Valued Customer:

My name is Pat Mascaro. I have been the President of J. P. Mascaro & Sons for 40 years. Our business was started by my father and operated by his five sons for many years and now many of his grandchildren are assuming leadership roles in the company. We are truly a locally owned and operated family business.

Our company is an anomaly. The industry is dominated by large multi-national corporations. Despite this reality, Mascaro stands today as the principal provider of municipal services in the region. This position has been attained through dedication and hard work and simply catering to our customers, employees and communities where we work.

Our collection operations are being challenged due to COVID-19. I **underestimated** the business impact of this virus thinking our company could continue collections in a normal manner. I learned the hard way the negative impacts of the virus on our industry. Our competitors chose to eliminate the collection of yard waste and bulk materials during March of this year. Additionally, they imposed regulations insisting all waste be bagged and placed inside the container. In the spirit of wanting **not** to limit our customers, we maintained our regular collection practices not realizing the potential devasting impact of the virus.

We learned in a hurry that the "stay at home" directives increased waste loads 20 to 30%. Additionally, people used the stay at home time to clean sheds, basements and attics and general yard cleanups. Many landscape projects typically done by third party contractors were done by the homeowners and even storm debris cleanups were also done by the homeowners. This reality has severely taxed our equipment and the men and women that operate it.

Compounding the problem was the health aspects of COVID-19. Each employee testing positive and coming in contact with many other employees forced these employees to quarantine for 14-day intervals. Additionally, civil unrest forced the closure and/or altering of public transportation eliminating many employees sole means of getting to work. Lastly, the mandated "wearing of mask order" has created much "concern" for our workers on the back of the trucks unable to perform the task necessary wearing a mask and actually fearing for their health. This reality has forced many employees to choose to stay at home and collect the government subsidy.

You should be aware that we attempted to be proactive with the virus and be protective of our people. We spent $150,000 in protective gear and hired third party contractors to assure proper sanitation at our facilities. We spent $140,000 on individual lunches for our personnel over a six-week period of time to allow them to not have to stop on route to eat and place themselves in a position of unnecessary exposure. In an effort to lessen the workload of the regular crews, we have brought in crews from our other divisions to assist and have worked throughout the evenings as well as Saturday, Sundays and holidays.

Despite this overwhelming commitment of time, energy and money, it is my belief it will take our company 30 to 45 days to implement the necessary changes to deal with the "new normal" and restore the necessary consistency to our collection operations. I apologize for any inconvenience you may have encountered. I respectfully ask for your continued patience during this period of time, and I thank you for allowing me to express myself.

Sincerely,

Pasquale N. Mascaro Sr.

PNM/amb

COVID REALITIES ON THE BUSINESS OF J. P. MASCARO & SONS

1. Mascaro has not sought or received $1.00 from any governmental agency or source related to the COVID-19 pandemic.

2. Mascaro has not received any aid for PPE from any governmental agency or source related to the COVID-19 pandemic.

3. Despite volume increases of 20 to 30% in the residential waste stream due to "stay at home" orders, Mascaro has not sought or received $1.00 of additional compensation pursuant to its contracts. These increases have stressed the equipment and persons designed to perform the work under normal conditions.

4. Unlike our competitors, Mascaro did **not** impose limitations on the placement of waste (ex. all waste to be bagged and placed inside the container). Additionally, unlike our competitors, Mascaro did **not** suspend yard waste and bulk collections effective March of this year due to the pandemic and increased waste/recycling loads.

5. Mascaro employees have been unable to come to work due to suspended or altered public transportation because of COVID-19 and the recent civil unrest.

6. Mascaro employees who have tested positive for COVID-19 have impacted their co-workers forcing 14-day quarantines.

7. Many Mascaro employees cannot do their work on the back of the truck wearing masks to collect the waste. They are **concerned** with the virus risk and are choosing not to work during the pandemic and are being compensated by the government not needing to work.

ACTIONS TAKEN BY MASCARO WHEN COVID-19 EVOLVED

A. Initiated cleaning programs and protocols at all locations.
B. Spent $150,000 on PPE.
C. Spent $140,000 on daily lunches for all personnel to eliminate the exposure of them having to stop on route to eat.
D. Brought in crews from other divisions to support impacted employees and operations.
E. Have worked throughout evenings, Saturdays, Sundays and holidays.

Despite the above, Mascaro has **not** sought additional compensation due to force majeure.