

**AGREEMENT FOR
REFUSE DISPOSAL**

BY AND BETWEEN Indian Lake Borough, a municipal corporation, of the County of Somerset, state of Pennsylvania, (hereinafter "Indian Lake") and Southern Alleghenies Disposal Service, Inc., a subsidiary of Chambers Development, Inc. Valley View Drive, Hollsopple, Pennsylvania 15935.

WHEREAS, Indian Lake advertised in a publication of general circulation in Somerset County for bids for refuse disposal service,

WHEREAS, Southern Alleghenies Disposal Service, Inc. was the only bidder who responded to the request for bids published by Indian Lake Borough,

WHEREAS, Southern Alleghenies Disposal Service, Inc. has previously acted as the refuse hauler and disposal service for Indian Lake Borough;

WHEREAS, Southern Alleghenies has conducted an independent investigation and is aware of the number of customers, both permanent and seasonal available in Indian Lake Borough;

WHEREAS, Southern Alleghenies has reviewed the Indian Lake Borough Refuse Collection Ordinance, and is familiar with the terms of that Ordinance,

WHEREAS, Southern Alleghenies Disposal Service has reviewed the revised refuse hauling specifications published by Indian Lake Borough, dated April 25, 1996, a copy of which is attached hereto and incorporated herein by reference thereto,

WHEREAS, Southern Alleghenies Disposal Service, Inc. has submitted the attached bid, and information in support of the bid, all of which are incorporated herein by reference thereto as if fully set forth,

WHEREAS, Indian Lake Borough desires to contract with Southern Alleghenies Disposal Service, Inc. for the collection, hauling and disposal of refuse from Indian Lake Borough,

NOW THEREFORE, in consideration of the promises set forth herein, and other good

and valuable consideration, receipt of which is hereby acknowledged, it is agreed to by and between the parties as follows.

1. Commencing on July 1, 1996 and for a term of three (3) years thereafter Southern Alleghenies Disposal Service, Inc. shall, for a flat rate of \$15.25 per month, per residence, collect, remove and dispose of refuse for the residents of Indian Lake Borough.
2. Southern Alleghenies Disposal Service, Inc. shall collect, remove and dispose of refuse for the residents of Indian Lake Borough for the flat fee of \$15.25, for all refuse disposed of, and there shall be no per bag fee. It is understood by and between the parties that the monthly residential unit rate of \$15.25 is a flat rate service.
3. Southern Alleghenies Disposal Service, Inc. shall collect, remove and dispose of refuse for the residents of Indian Lake Borough on Monday mornings.
4. Southern Alleghenies Disposal Service, Inc. shall, prior to the commencement of the collection, removal and disposal service, provide a list of all vehicles to be used by Southern Alleghenies and proof of insurance.
5. Southern Alleghenies Disposal Service, Inc. shall on or before the commencement of the service provide proof that it maintains workmen's compensation insurance in accordance with the laws of the Commonwealth of Pennsylvania.
6. Southern Alleghenies Disposal Service, Inc. shall not employ a collection vehicle over five (5) tons for secondary borough roads. Secondary borough roads are identified on the Borough map, a copy of which is attached hereto and incorporated herein by reference as Exhibit "C".
7. Southern Alleghenies Disposal Service, Inc. shall, on or before the date of commencement of service demonstrate to Indian Lake Borough that it maintains at least one million dollars in general liability insurance.
8. Southern Alleghenies Disposal Service, Inc. shall, on or before the date of the commencement of service provide a performance bond in the amount of not less than \$10,125.00.

9. Southern Alleghenies Disposal Service, Inc. shall, on or before the date of the commencement of the service provide to the Borough of Indian Lake a commercial rate and collection methodology for commercial customers within the Borough.

10. Southern Alleghenies Disposal Service, Inc. shall on or before the date of commencement of service provide proof of a landfill contract for no less than three (3) years commencing July 1, 1996. Said landfill contract shall be in compliance with the Somerset County Solid Waste Plan, and in accordance with Act 101 of 1988, insofar as may be necessary.

11. Southern Alleghenies Disposal Service, Inc. shall place a dumpster at the Borough office, and shall provide solid waste collection, removal and disposal services for the Borough of Indian Lake, without charge.

12. Southern Alleghenies Disposal Service, Inc. shall comply with all codes and regulations of Indian Lake Borough.

13. Southern Alleghenies Disposal Service, Inc. shall comply with all statutes and regulations of the Commonwealth of Pennsylvania and United States of America, and all permits issued by the Commonwealth of Pennsylvania, and/or United States of America. For the purposes of compliance with state and federal law Southern Alleghenies hereby agrees that it is an independent contractor, and that in the event that Southern Alleghenies Disposal Service, Inc. is charged by any state or federal regulatory agency with a violation of any state or federal statute, state or federal regulation, or term or condition of any permit, that Southern Alleghenies Disposal Service, Inc. shall indemnify and hold harmless Indian Lake Borough, for any and all liability arising out of collection, removal and disposal of refuse for the residents of Indian Lake Borough.

14. On or before the date of the commencement of this service Southern Alleghenies Disposal Service, Inc. shall provide Indian Lake Borough with a phone number for citizen contact for the duration of the contract.

15. Southern Alleghenies Disposal Service, Inc. shall, in the performance of its obligations under this Agreement provide available start up and shut down service for reasonable residents.

16. Southern Alleghenies Disposal Service, Inc. will bill \$45.75 quarterly for each resident, in

advance of the service.

17. The term of this contract shall be for three (3) years, however, it may be renewed by the mutual agreement of the parties at the conclusion of the primary term of the contract on a month-to-month basis, consistent with the Borough Code, and laws regarding competitive bidding for municipal corporations.

18. As an independent contractor, Southern Alleghenies Disposal Service, Inc. shall be responsible for any and all damage, to real or personal property, personal injuries, caused by Southern Alleghenies Disposal Service, Inc., or any agent, servant, employee or related entity, to Southern Alleghenies Disposal Service, Inc., which may occur during the term of this contract.

IN WITNESS WHEREOF, upon resolution of the Council of Indian Lake Borough, the parties hereto set their hands and seals this 17 day of June, 1996.

ATTEST:

INDIAN LAKE BOROUGH BY:

Theresa L. Keyant
Secretary - Indian Lake Borough

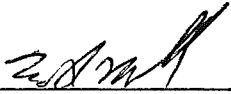
Richard W. Stern
President - Borough Council

The foregoing Agreement having been approved by the Borough Council of Indian Lake Borough shall hereafter be entered on the Ordinance books of the Borough:

Barry Luckey
Mayor

Southern Alleghenies Disposal Service, Inc., having reviewed and approved the foregoing agreement, and intending to be legally bound thereby hereby agrees to the terms and conditions set forth herein and that the undersigned is authorized

on behalf of Southern Alleghenies Disposal Service, Inc. to execute this Agreement on its behalf and bid it to the terms and conditions set forth herein.


_____ (SEAL)