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June 26, 2020

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

And REGULAR U.S. MAIL

J.P. Mascaro & Sons
2650 Audubon Road
Audubon, PA 19403

ATTN. Albert DeGennaro, Esq., Deputy General Counsel

Re: Whitemarsh Township Solid Waste and Recycling Contracts

Dear Al:

This office serves as Solicitor to Whitemarsh Township, Montgomery County, PA, with which J.P. Mascaro & Sons ("Mascaro") has both a solid waste collection and a recycling collection contract.

I write to advise you that Whitemarsh Township has experienced and continues to experience unacceptable service from Mascaro regarding solid waste, recycling, and yard waste collections. There have been numerous complaints from Township residents regarding Mascaro's failure to collect trash, recyclables, and yard waste as required by the contracts between the Township and Mascaro. Mascaro has missed entire neighborhoods on scheduled trash and recycling days and is not completing yard waste collections throughout the entire Township, pushing collections into Saturdays.

The Township has identified two general areas of serious concern with Mascaro's service: First, Mascaro lacks **consistent supervision** of its trucks and crews. If and when a truck or trucks do not provide required services to a neighborhood, there is no Mascaro supervisor on site to ensure that such omissions do not occur, thus trash and recyclables are often not collected on the day they are scheduled to be collected in violation of Section 2.10 of both the solid waste and recycling contracts.

Second, Mascaro is not dedicating **sufficient resources** to the Township to provide the services required by the contracts. Mascaro is not devoting enough trucks and manpower to the Township to meet the Township's waste disposal requirements under the contracts. Pursuant to Section 1.00.3 of the Instructions to Bidders (incorporated into both contracts), "... the Township reserves the right to require, beginning with the commencement date of the contract awarded pursuant to these specifications, **that the successful bidder dedicate as many trucks as may**

be necessary for the collection of the Township's municipal waste." (Bold added.) This requirement has not been met on numerous occasions.

Kindly remedy the above-referenced areas of concern by **Thursday, July 2, 2020** or the Township will consider taking additional action under the contract including but not limited to imposing fines set forth at Section 2.10 of the contracts and taking legal action. Please immediately advise Sean Halbom, Assistant Township Manager, in writing, of your proposed "fixes" to the issues of supervision and resources raised above.

The Township looks forward to Mascaro improving its service and complying with the contracts it has with the Township. Thank you for your anticipated cooperation.

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. Sander', with a horizontal line extending to the right.

David J. Sander

DJS/ds

cc: Richard L. Mellor, Manager
Sean Halbom, Assistant Manager
Sean P. Kilkenny, Esquire, Solicitor