

Sample Recycling Municipal Bid

CONTRACT DOCUMENTS

FOR

RECYCLING COLLECTION, TRANSPORTATION AND PROCESSING SERVICES

FROM DWELLING UNITS WITHIN THE TOWNSHIP OF _____

Bid opening - _____ ; _____ p.m.

Bid Due - _____ ; _____ p.m.

_____ TOWNSHIP (written for a Township, but could be used for a City, Borough or Town)

_____ (address)
_____, PA _____

Questions concerning the attached Contract Documents may be referred to:

_____ Township -
Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m.

This package represents all documents a successful Bidder shall be responsible for completing. Please return the entire package with the appropriate, completed information.

Proposal being submitted by:

Company Name

CONTRACT DOCUMENTS INDEX

<u>Section Title</u>	<u>Page</u>
INVITATION TO BIDDERS	5
INSTRUCTIONS TO BIDDERS	6
2.01 Pre-Bid Conference	6
2.02 Sealed Bids or Proposals	6
2.03 Printed Form of Bids	6
2.04 Certified Check or Bid Bond	6
2.05 Certified Check or Bid Bond Return	6
2.06 Contract and Bonds	7
2.07 Reservations and Annulments	7
2.08 Bids May Be Rejected as Informal	7
2.09 Changes Prior to-the Opening of Bids	8
2.10 Withdrawal of Bids	8
2.11 Contract Documents	8
2.12 Familiarization	8
2.13 Length of Contract	8
2.14 Non-Collusion Affidavit	9
GENERAL CONDITIONS	10
3.01 Financial Statement	10
3.02 Plans and Specifications	10
3.03 Questionnaire	10
3.04 Designated Facility	10
3.05 Not to Sublet or Assign Contract	10
3.06 Payments to Township as to Dwelling Units	11
3.07 Time of Commencement	11
3.08 Bidders' Responsibility as to Number of Dwelling Units	11
3.09 Taxes	12
3.10 Tons of Recyclables Collected in the Township in 20__	12
SPECIFICATIONS	13
<u>4.01 Recycling Collection, Transportation and Processing Services</u>	13
4.01.01 General	13
4.01.02 Work to Be Done	13

CONTRACT DOCUMENTS INDEX (Cont'd.)

<u>Section Title</u>	<u>Page</u>
4.01.03 Delivery of Leaf Waste, Yard Waste, and/or Food Waste to Township Facility	15
4.01.04 Length of Contract	15
4.01.05 Option to Negotiate	15
4.01.06 County Solid Waste Management Plan	15
4.01.07 Definitions	15
4.01.08 Methods of Collection	16
4.01.09 Time When Collections Shall Be Made	17
4.01.10 Hours When Collections Shall Be Made	17
4.01.11 Special Services for Elderly or Handicapped	17
4.01.12 Recyclable Containers	17
4.01.13 Handling of Containers	18
4.01.14 Recyclable Materials To Be Property of Contractor	18
4.01.15 Contractor to Have Telephone in House and/or Office	18
4.01.16 Observance Of Laws and ordinances	18
4.01.17 Education	18
4.01.18 Responsibility of Contractor	18
4.01.19 Recycling Vehicles	18
4.01.20 Loading of Material on Vehicles	19
4.01.21 Investigation and Reporting of Complaints of Failure By Occupant	19
4.01.22 Investigation and Handling of Complaints by Residents	19
4.01.23 Conditions Under Which Contract May Be Canceled or Terminated by the Municipal Officials	20
4.01.24 Authorizing Township to Perform Contract	20
4.01.25 Modification of Contract	21
4.01.26 Municipal Recyclable Collection	21
4.01.27 Municipal Billing and Payment Procedure	21
4.01.28 Deductions to be Made for Vacant Dwelling or Dwelling Units	22
4.01.29 Additions to the Contract Price	22
INSURANCE REQUIREMENTS	23
5.01 General	23
5.02 Workers' Compensation	23
5.03 Public Liability	23
5.04 Comprehensive Automobile Liability Insurance	23
5.05 Umbrella Coverage	23
CHECKLIST FOR RECYCLING COLLECTION CONTRACT	24

CONTRACT DOCUMENTS INDEX (Cont'd.)

<u>Section Title</u>	<u>Page</u>
NON-COLLUSION AFFIDAVIT	25
BID PROPOSAL	27
EXCEPTION(S) TO CONTRACT DOCUMENTS	30
BID BOND	31
QUESTIONNAIRE	33
NOTICE OF AWARD	37
AGREEMENT	39
PERFORMANCE BOND	41
PAYMENT BOND	44
NOTICE TO PROCEED	47

INVITATION TO BIDDERS

Officials of the Township of _____, _____ County, will accept sealed proposals at the _____ Township Municipal Building, _____ until 4:00 PM on _____, to be opened at 7:30 PM or shortly after that same day for the following:

Recycling Collection, Transportation and Processing Services from
Dwelling Units within the Township of _____

The Recycling Contract will be for weekly, bi-weekly or monthly (*dependant upon option selected in this bid document*) curbside collection of recyclable materials from residents of _____ Township. Recyclables will be placed curbside either co-mingled or source-separated (*dependant upon the options selected and proposed by the bidder in this document*). The materials to be collected are outlined in this document, although, additional materials may be included for consideration. Additionally, _____ Township shall allow small businesses to participate in the collection program. **(optional)**

A pre-bid meeting will be held at _____ (time) at the _____ Township Municipal Building, _____ (address). Attendance at the pre-bid meeting is not mandatory but is recommended.

Proposals must be submitted upon forms furnished by and available at the Township and must be sealed with proper identification of subject bid on the outside of the envelope. All bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid. Instructions, specifications, and bid forms may be obtained at the _____ Township office at the above address from 8:00 a.m. to 4:00 p.m., Monday through Friday, except for holidays.

The Commissioners of _____ Township reserve the right to reject any or all bids and to waive any defects or irregularities in the best interest of the Township.

_____, **Manager**
_____, **TOWNSHIP**

INSTRUCTIONS TO BIDDERS

2.01 Pre-Bid Conference

A pre-bid meeting will be held at _____ (time) at the _____ Township Municipal Building, _____ (address). Attendance at the pre-bid conference is not mandatory but is recommended.

2.02 Sealed Bids or Proposals

Sealed bids or proposals shall be addressed to Township Manager, _____ Township Municipal Building, _____ (address), and marked "Recycling Collection, Transportation and Processing Services Proposal" and shall be received at the office of the _____ Township Manager until 4:00 PM on _____ (date) to be publicly opened and read at 7:30 PM or shortly thereafter.

2.03 Printed Form of Bids

All proposals shall be made upon the blank form of proposal attached hereto and must give the price proposed, both in words and figures (typed or written in ink), and must be signed by the bidder with his full name and address; or where a partnership, the name and address of each partner in full; or, if a corporation, the place where chartered and the names, titles and business address of the President, Secretary and Treasurer. In submitting bids, the proposal form must not be removed from the Contract Documents, but deposited intact as received and properly sealed.

2.04 Certified Check or Bid Bond

Proposals must be accompanied by a certified check or bid bond with responsible corporate surety payable to the order of _____ Township in an amount equal to ten percent (10%) of the annual bid amount.

The above-mentioned check or bid bond shall be forfeited to _____ Township in the event the Contractor fails or refuses to enter into the contract and to post Performance and Payment Bonds as hereinafter specified, not as penalty, but as just and liquidated damages for the delay and additional costs or expenses incurred by _____ Township by reason of failure to execute the contract and give bond as required.

2.05 Certified Check or Bid Bond Return

The certified checks or bid bonds of the unsuccessful bidders will be returned after the contract is awarded and the check or bid bond of the successful bidder will be returned to him after the execution of the contract and bonds. _____ Township shall not be liable for any interest on any bid deposits.

2.06 Contract and Bond

A contract(s) will be awarded to the lowest, responsible bidder(s) subject to the provision of Paragraph 2.06 below. The successful bidder shall, within ten (10) days after notification of award, enter into a written contract with _____ Township and shall furnish Performance and Payment Bonds issued by an approved surety company authorized to do business in the Commonwealth of Pennsylvania, in the amount of one hundred percent (100%) of the annual bid price, conditioned that he shall comply in all respects with the terms and conditions of the contract, and his obligation there under, including the specifications, and shall indemnify and save harmless _____ Township against or from any and all costs, expenses, damages, injury or loss to which _____ Township may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the Contractor, his agents or employees, in or about the execution or performance of the contract, including said specifications, and shall indemnify and save harmless _____ Township against and from any and all liability demands, or claims against it or losses to it from any cause whatever, including, but not limited to, patent infringements in the matter of completing said contract, said bond to be subject to the approval of the Township Solicitor. In case of failure or refusal on the part of the bidder to enter into said contract and file the aforesaid bond within ten (10) days of the Notice of Award, the amount of the check or bid bond will be forfeited and paid to _____ Township as more fully provided in Paragraph 2.04 above.

2.07 Reservations and Annulments

The Township Commissioners will determine who is the lowest responsible bidder upon the basis of the bids submitted, and reserve the right to reject any or all bids, and may re-advertise if it is in the best interest of the Township. Said Commissioners also reserve the right to waive technical defects, if, in their judgment, the interest of the Township shall so require; also, the right to cancel and annul any contract if, in their opinion, there shall be failure at any time to perform faithfully any of its stipulations, or in case of a willful attempt to impose upon the Township articles or service inferior to those required by the contract. Any action taken in pursuance of this latter stipulation shall not affect or impair any right or claim of the Township to damages for the breach of any of the covenants of the contract by the Contractor. No proposal may be considered from any person, firm or corporation, who has defaulted in the performance of any contract or agreement made with the Township or conclusively shown to have failed to perform satisfactorily any such contract or agreement.

2.08 Bids May Be Rejected as Informal

Proposals or bids which contain erasures, alteration, conditional bids, omissions, or irregularities of any kind shall be rejected as informal.

2.09 Changes Prior to the Opening of Bids

During the period allowed for preparation of bids, the bidders may be furnished addenda or bulletins for additions to or alterations of the Specifications, which shall be included in the work, covered by the Proposal and become a part of the Contract Documents. If any prospective bidder is in doubt as to the true meaning of any part of the Specifications or other Contract Documents, he may submit to the Township Manager a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by an addendum duly issued and a copy of such addendum

will be mailed or electronically delivered to each prospective bidder of record. The Township shall not be responsible for any other explanations or interpretations of the proposed Contract Documents.

2.10 Withdrawal of Bids

No bid may be withdrawn for a period of ninety (90) days after the date and time designated for the opening thereof.

2.11 Contract Documents

This contract will be awarded in accordance with the following documents:

- | | | | |
|----|-------------------------|-----|------------------------------------|
| 1. | Invitation to Bidders | 9. | Exception(s) to Contract Documents |
| 2. | Instructions to Bidders | | |
| 3. | General Conditions | 10. | Bid Bond |
| 4. | Specifications | 11. | Questionnaire |
| 5. | Insurance Requirements | 12. | Notice of Award |
| 6. | Checklist | 13. | Agreement |
| 7. | Non-Collusion Affidavit | 14. | Performance Bond |
| 8. | Bid Proposal | 15. | Payment Bond |
| | | 16. | Notice to Proceed |

2.12 Familiarization

Before bidding, all contractors are requested to carefully read and thoroughly familiarize themselves with the above documents. Special attention is called to the fact that the Contractor must furnish a processing/composting facility or an agreement with a processing/composting facility.

2.13 Length of Contract

The bids shall be for the collection and processing of recyclable materials collected from dwelling units and small businesses within the corporate limits of _____ Township as at present existing, for the term of approximately three (3) years beginning _____ and ending on _____ with the option to extend the contract for two (2) additional years. The parties agree to extend the terms of Contract if (a) _____ Township signifies its desire to extend by notice to Contractor not later than one hundred eighty (180) calendar days prior to the expiration of the basic terms of the Contract; and (b) the Contractor has not signified its desire to not so extend by notice to the Township not later than one hundred eighty (180) calendar days prior to the expiration of said contract.

2.14 Non-Collusion Affidavit

In accordance with the Pennsylvania Antibid Rigging Act that became effective on October 23, 1983, the Township requires each bidder to complete and file a Non-Collusion Affidavit. The Affidavit is to be completed as follows:

- A. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

B. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

C. In the case of a bid submitted by a partnership or other joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

D. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

GENERAL CONDITIONS

3.01 Financial Statement

Each proposal shall be accompanied by a full and complete statement under notarized oath certifying to the financial condition of the bidder. In addition, the bidder shall furnish to the Township Manager a new and complete financial report of bidder's prior year's operation, including any and all information pertinent to actual collection, processing, and billing operations, setting forth all costs, wage rates and other information necessary to determine financial responsibility of the bidder.

3.02 Plans and Specifications

With each proposal, the bidder must furnish one (1) set of general plans and specifications setting forth the equipment, size of work crew or crews, times of collection in accordance with all local ordinances and methods proposed for collecting, receiving, transporting, conveying, handling and processing of the recyclables. In particular, the methods, size and location of processing area apparatus and equipment for the elimination and control of nuisances that may arise during the process of collection, treating or processing of the material shall be shown, specified and described in sufficient detail to enable the Township Manager to judge the adequacy and sufficiency, as it is an essential requirement of this contract, to ensure that neither objectionable odors, noxious gases nor putrescent liquid shall escape during or after the process of collection, treatment or processing to the extent of constituting a public nuisance or hazardous or toxic waste. In addition, the bidder shall submit a sworn statement stating that he will abide by all ordinances, rules and regulations of any municipality, providing for making available landfill/disposal and processing/composting facilities, and of any other governmental unit having jurisdiction thereof, including the County Solid Waste Management Plan.

3.03 Questionnaire

The attached questionnaire must be fully and completely answered.

3.04 **Option 1:** Designated Processing Facility

All recyclables must be transported to a recyclables processing facility within - _____ County.

Option 2: Designated Processing Facility

All recyclables collected within _____ County will be taken to the _____ Transfer Station/MRF located at _____ (address).

3.05 Not to Sublet or Assign Contract

The Contractor shall devote his personal attention constantly to the faithful performance of the work and shall keep the same under his own control, and shall not transfer or assign such responsibility by power of attorney or otherwise, nor sublet the work or any part thereof without the previous written consent of the Township Manager. In the latter case, he shall petition the Township Manager in writing, certifying the name and address of each such assignee or

subcontractor as he intends to engage, the portion of the work which he is to do or the material which he is to furnish, his place of business and such other information as the Township Manager may require in order to know whether such subcontractor is respectable, reliable and able to perform the work as called for in the Specifications. He shall not, either legally or equitably, assign any of the monies payable under the contract unless by and with the like consent of the Township Manager. If such assignment, subcontracting or delegation is permitted by the Township Manager, the Contractor shall not be released from any of his liabilities or obligations under this contract, but shall remain responsible and liable to the Township should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

3.06 Option 1: Payments to Township as to Dwelling Units

The Township will collect the monthly rate per dwelling unit and remit the net amount to Contractor. The Township will charge the Contractor a collection fee of six percent (6%) of all amounts collected. However, if the Township receives, directly or through the Contractor, an excess of bona-fide complaints of substandard or lack of service within any given month of the calendar quarter, the collection fee shall increase to twelve percent (12%) of the total amount collected for that month. Excessive complaints shall be defined for the purposes of this contract as 20 or more calls per month. The price bid shall cover the cost of all labor, material and any other costs and expenses needed to complete the contract in all details, including the collection fee to the Township. The Township will pay and the Contractor shall accept the price stipulated with respect to dwelling units in the proposal hereto attached as full compensation for the collection, transportation and processing of recyclable materials thereafter. The Township will not be liable for or responsible to pay to the Contractor any interest on any amounts collected.

Option 2: Payments to Contractor as to Dwelling Units

The Contractor will collect the monthly rate per dwelling unit. The Township will charge the Contractor a negligence fee of twelve percent (12%) of the total amount collected for that month if it receives excessive complaints which shall be defined for the purposes of this contract as 20 or more calls per month. The price bid shall cover the cost of all labor, material and any other costs and expenses needed to complete the contract in all details. The Township will not be liable for or responsible to pay to the Contractor any interest on any amounts collected or collecting any delinquent accounts.

3.07 Time of Commencement

The Contractor shall begin work for the collection, transportation and processing of recyclable materials on _____ through and including _____.

3.08 Bidder's Responsibility as to Number of Dwelling Units

It is required that the bid under this proposal shall be for a monthly rate per dwelling unit. A "dwelling" is a building used for residential purposes, except hotels, boarding and lodging houses, tourist cabins, motels and apartments with more than six-dwelling units. All bidders are advised and cautioned that the Township makes no warranty as to the number of dwellings within the Township now or at any time in the future. It will be the responsibility of the successful bidder to ascertain the number of dwelling units from time to time and to deliver the information to the Township. As the bid under this proposal is for a monthly rate per dwelling unit, nothing herein is to be construed as a warranty as to the number of dwelling units or the gross amount which may

be received at any time by the successful bidder. Estimated number of dwelling units within the Township during the term of this contract are as follows: 20__ – X,XXX, 20__ – X,XXX, and 20__ – X,XXX. There is absolutely no guarantee of the preciseness of these numbers.

3.09 Taxes

All present and future state and/or local taxes (excluding landfill tipping fees) imposed on solid waste/recyclables collection and/or processing/disposal will be handled on a pass-through basis and are not to be included in the bid.

3.10 Tons of Recyclables Collected in 20__

Estimated yearly total of combined residential recyclables is XXX tons.

SPECIFICATIONS

4.01 Recycling Collection, Transportation and Processing Services

4.01.01 General

Option 1: _____ Township currently has a curbside recycling collection program. The Contractor shall provide all equipment and labor to collect all the curbside items specified to be separated by the residents for recycling.

Option 2: _____ Township does not currently have a curbside recycling collection program. Contractor will be responsible for educating residents on the established curbside recycling collection program. The Contractor shall provide all equipment and labor to collect all the curbside items specified to be separated by the residents for recycling.

Option 1: The Contractor shall have the exclusive right to collect, transport and process of designated recyclable materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport recyclable materials to a facility within _____ County.

Option 2: The Contractor shall have the exclusive right to collect, transport and process the designated recyclable materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport recyclable materials to _____ Transfer Station/MRF, located at _____ (address).

_____ Township elects to allow small businesses to voluntarily participate in the recyclable collection program. **OPTIONAL**

Recycling statistics must be reported directly to the Township by the Contractor **monthly**.

4.01.02 Work To Be Done

The work to be done consists of the collection, transportation and processing of the following recyclable materials:

Residential

Plastic
Clear Glass
Colored Glass
Aluminum, steel and bimetal cans
Newsprint
Cardboard
Chipboard
HHW (**OPTIONAL**)
e-Waste (**OPTIONAL**)
Food Waste (**OPTIONAL**)

Small Businesses

Plastic
Clear Glass
Colored Glass
Aluminum, steel and bimetal cans
Newsprint
Office paper
Cardboard
Chipboard

The bid price shall reflect the cost associated with glass, cans, plastic, cardboard and newsprint for residential and glass, cans, plastic, newsprint, office paper and cardboard for small businesses. **[An additional separate cost shall be included for residential curbside HHW collection, residential curbside e-waste collection, and residential curbside food waste collection]** The Township reserves the right to add or delete items from this list with mutual agreement of the Contractor during the term of the contract.

Option 1: With each proposal, the bidder must furnish a letter from a recycling center or centers and composting facility (ies) certifying the facility's capability to accept and market/process all of the aforementioned recyclables over the full term of the contract.

Option 2: With each proposal, the bidder must furnish a written statement agreeing to deliver all recyclable materials to the _____ Transfer Station/MRF and _____ Composting Facility over the full term of the contract.

Option 1: Collection of leaf waste and/or yard waste will be provided for by the Township according to Act 101 of 1988 as described in Chapter 1, Section 103, Leaf Waste, of said Act and further described in Chapter 15, Section 1052(a), and will not be a part of this contract.

Option 2: Collection of leaf waste and/or yard waste, including lawn and garden waste, brush, small tree limbs and the like, will be provided for by the Contractor per the following schedule:

20____
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

20____
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

20____
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

The items described herein shall be removed from all residential units (including single-family and multi-family dwellings containing six or fewer units, and small businesses) within the limits of the Township. Multi-family dwellings containing more than six units, commercial (other

than small businesses), institutional and industrial establishments are not included under this contract.

4.01.03 Delivery of Leaf Waste, Yard Waste and/or Food Waste [Choose materials to be included]

Option 1: To Township Facility

Bidders are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to the Township's Composting Facility(ies) located at _____ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the Township's composting facility.

Option 2: To County Facility

Bidders are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to the County's Composting Facility(ies) located at _____ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the County's composting facility.

Option 3: To Permitted/PBR Facility

Bidders are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to a PADEP permitted facility(ies) located at _____ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the Facility. Contractor must supply a letter or executed Agreement showing authorization by the Facility to accept material from the hauler. The letter must specify the materials and tonnage allowed for delivery by the hauler.

4.01.04 Length of Contract

The bids shall be for the collection transportation, and processing of recyclable materials collected from dwelling units and small businesses within the corporate limits of _____ Township as at present existing, for the term of approximately three (3) years beginning _____ and ending on _____ with the option to extend the contract for two (2) additional years. The parties agree to extend the terms of Contract if (a) _____ Township signifies its desire to extend by notice to Contractor not later than one hundred eighty (180) calendar days prior to the expiration of the basic terms of the Contract; and (b) the Contractor has not signified its desire to not so extend by notice to the Township not later than one hundred eighty (180) calendar days prior to the expiration of said contract.

4.01.05 Option to Negotiate

_____ Township reserves the right to renegotiate the contract if _____ County changes the Solid Waste Plan in a way which reduces contractor

costs during the life of the Contract or, in the event that there is a change in the law that causes an increase or decrease in disposal/processing fees, the Contractor and the Township have the right to petition each other to renegotiate the contract price.

4.01.06 County Solid Waste Management Plan

The Contractor must operate in accordance with the _____
County Solid Waste Management Plan, County and local ordinances/regulations.

4.01.07 Definitions

A. Glass shall mean all empty bottles and jars made of clear, green or brown glass only. All containers shall be emptied and rinsed.

B. Aluminum Cans shall mean all food and beverage containers made of aluminum. All containers shall be emptied and rinsed.

C. Bimetal Cans shall mean all food and beverage containers made of a steel (ferrous) cylinder and bottom and an aluminum top. All containers shall be emptied and rinsed.

D. Steel Cans shall mean all food and beverage containers made of steel. All containers shall be emptied and rinsed.

E. Plastics shall mean all PET (polyethylene terephthalate) including, but not limited to, one, two and three-liter soft drink bottles and all HDPE (high density polyethylene) including, but not limited to, one-gallon milk and detergent bottles. All containers shall be emptied and rinsed.

F. Newsprint shall mean all paper having printed thereon news and other matters of public interest but not including magazines or periodicals. Newsprint must be tied in bundles or placed in paper grocery bags.

G. Corrugated Paper shall mean paper or pasteboard contracted into parallel grooves and ridges, commonly referred to as cardboard and packing boxes. The boxes must be emptied and broken down into a flat position.

H. High-Grade Office Paper shall mean printed or unprinted sheets, shavings and cuttings of sulphite or sulphate ledger, bond, writing and other pages which have similar fiber and filler content. This grade must be free of treated, coated, padded or heavily printed stock. This includes lightweight office papers, i.e., bond, copy paper and onionskin, as well as computer paper.

I. Aerosol Cans shall mean all aerosol cans made of steel. All cans must be empty.

J. HHW shall mean those wastes produced in the household that are hazardous in nature, but are not regulated as hazardous waste, under federal and state laws.

K. E-Waste shall mean those discards that include computers, monitors, televisions, audio equipment, printers, and other electronic devices.

L. Leaf Waste shall mean deciduous and coniferous seasonal deposition.

M. Yard Waste shall mean weeds, shrub trimmings, bundled tree prunings, and garden waste, not including grass clippings or leaves.

N. Food Waste shall mean post consumer food residuals, but does not include cardboard, paper towels, napkins, waste paper products, or food packaging.

4.01.08 **Option 1: Methods of Collection**

All recyclables, except food waste, e-waste, HHW, and leaf/yard waste, shall be removed from co-mingled containers, loaded in the truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

E-waste and HHW shall be collected curbside in accordance with applicable State rules and regulations.

Leaf waste, yard waste and/or food waste shall be collected curbside in separate containers designed and designated for such material.

Option 2: Methods of Collection

All recyclables shall be removed from source-separated containers curbside, loaded in a dual-compartment truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

Option 3: Methods of Collection

All recyclables shall be removed from dual-stream containers curbside, loaded in a dual-compartment truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

4.01.09 **Option 1: Time When Collections Shall Be Made**

Collection of recyclable materials shall be performed once per week and shall take place on the same day as collection of refuse in each given area of the Township.

Option 2: Time When Collections Shall Be Made

Collection of recyclable materials shall be performed once per week and shall take place on the same day as collection of refuse in each given area of the Township. The materials accepted curbside weekly shall alternate between co-mingled containers (including plastics, glass, aluminum, etc.) and fibers (including newsprint, office paper, cardboard, chipboard, etc.).

Option 3: Time When Collections Shall Be Made

Collection of recyclable materials shall be performed bi-weekly and shall take place on the same day as collection of refuse in each given area of the Township.

Option 4: Time When Collections Shall Be Made

Collection of recyclable materials shall be performed monthly and shall take place on the same day as collection of refuse in each given area of the Township.

4.01.10 Hours When Collection Shall Be Made

All collections shall be made between the hours of 7:00 AM and 7:00 PM; however, this time limitation shall not prevent the collection of material on an emergency basis during other hours when necessitated by natural catastrophe or other conditions beyond the control of the Contractor. The extension of the emergency hours shall at all times be subject to approval by the Township Manager.

4.01.11 Special Services for Elderly or Handicapped

Special service (back door pickup) will be provided for residents who need this type of service. Contractor shall be responsible for offering this service through their education program. A list of participants shall be remitted to the Township annually.

4.01.12 Recyclable Containers

[Insert Option for recycling containers, i.e. existing Township provided containers will be used, residents may utilize their own containers, haulers are to provide recyclables containers, etc.]

All recyclables to be collected must be placed at the designated location in time for collection by the Contractor. Collection shall be made along the street fronting said property. Recyclable-material receptacles shall be placed for collection at ground level on the property, not within the cart way of a street, and accessible to the side or curb of the street from which collection is made. Containers shall be returned to a location not within the cart way or street. Placement of containers for pick-up on private roads shall be the result of special arrangements between the resident and Contractor.

4.01.13 Handling of Containers

The Contractor shall take reasonable care in handling of recyclable containers and shall not willfully break, deface or damage the same. All containers broken or destroyed in improper or careless handling by the Contractor shall be replaced by the Contractor at his own expense.

4.01.14 Recyclable Materials To Be Property of Contractor

From the time of placement of recyclable materials at the curb or a similar area for collection, said materials shall be and become the property of the Township and the authorized

Contractor. It shall be a violation of Township ordinances for any person(s) not authorized by the Township to collect or pick up, or cause to be collected or picked up, any such recyclable material.

4.01.15 Contractor to Have Telephone in House and/or Office

Contractor shall establish, maintain and list in the _____ Telephone Directory a toll-free telephone number within his house, office or plant which persons in the Township may use to contact Contractor and such telephone shall be attended between the hours of 7:00 a.m. and 6:00 p.m., every day each week, except Saturday, Sunday and holidays established by the Township.

4.01.16 Observance of Laws and Ordinances

All municipal ordinances, laws of the Commonwealth of Pennsylvania and of the United States, and rules and regulations promulgated there under shall be observed by the Contractor.

4.01.17 Education

_____ Township has established a public information and education program concerning recycling program features and requirements in accordance with the law of the Commonwealth of Pennsylvania. **[Township may specify education requirements of the hauler in this section, i.e. sticker notifications for residents on unacceptable materials, door tags, newsletters, website content, participation in certain Township events, frequency of education, etc.]**

4.01.18 Responsibility of Contractor

The Contractor will be and is hereby responsible for any and all damages to property or person or persons or accidents which may occur to any person or persons in consequence of his act or the acts, of any agent or person in his employ. The Contractor agrees that the liability and Workers' Compensation Insurance shall be furnished protecting _____ Township against loss or injury occasioned by the acts of his employees in accordance with the requirements entitled "Insurance Requirements". The Contractor shall and does hereby save _____ Township harmless from any and all suits for damages that are or can be brought against the Township, its officials and employees in connection with the collection, transporting and processing of recyclable materials within the Township.

4.01.19 Recycling Vehicles

It shall be the Contractor's responsibility to maintain collection and processing vehicles in good condition, repaired and reasonably clean at all times. Trucks used for the collection of recyclables from residential units shall be of a size and type that can be operated on the streets and alleys of the Township without getting off the traveled portion of the roadway or doing damage to curbing, planted areas or private property. They shall be so constructed as to prevent leakage and shall be enclosed to the extent necessary to ensure no loss of material from the vehicles during collection or transport. The Contractor shall immediately clean up any spillage or loss of recyclables that may occur during collection and transport. The Contractor shall not leave unattended any truck wholly or partially loaded with recyclables on any private or public properties in the Township except in an emergency situation or except as approved by the Township Manager.

Any vehicle used in the collection and transport of recyclables from the Township shall be assigned a numerical identification that shall be displayed on each side of the vehicle of a size that can be read by a person two hundred (200) feet from the vehicle. Each vehicle shall also have, displayed on the sides, the Contractor's name and telephone number.

The Contractor shall provide the Township with a complete list of all collection vehicles to be used in the Township, specifying the make, model, license plate number, size, type of vehicle and the number assigned to the vehicle. The Contractor shall use no collection vehicle that is not properly listed with the Township. This list shall be updated and filed with the Township when a change in collection vehicles is made.

The Township shall have the right to inspect any collection vehicle at any time and any place it is being used within the Township. The Contractor shall make vehicles available for inspection whenever so requested by the Township at a time and place mutually agreed upon.

The Contractor shall be responsible to provide back-up or emergency vehicles meeting all of the above requirements so that, at no time, can the contract not be performed due to breakdown or lack of collection vehicles. Back-up or emergency vehicles shall be listed with the Township as specified above.

4.01.20 Loading of Material on Vehicles

Should the Contractor desire to load material on transfer vehicles or maintain a transfer station for loading same, such transfer station shall be located and operated so as not to cause a nuisance.

4.01.21 Investigation and Reporting of Complaints of Failure by Occupant

It will be the duty of the Township Manager to investigate all complaints made of failure by occupants of dwelling or dwelling units within the Township to comply with the provisions of the ordinances concerning recycling and to prosecute all offenders under such provisions.

4.01.22 Investigation and Handling of Complaints by Residents

All complaints by residents of the Township, made through the Township or directly to the Contractor regarding the services provided under the Contract, shall be responded to by the Contractor. The Contractor shall submit a report to the Township each month, by the fifteenth day of the following month, listing all of the complaints received by the Contractor during the previous calendar month. This report shall be on forms provided by the Township and shall include, at a minimum, the following information:

- A. Date of complaint
- B. Name, address, and telephone number of the complainant
- C. Description and nature of complaint
- D. Date of resolution of complaint
- E. Description of resolution of complaint

If the complaint has not been resolved, this should also be indicated.

The Township reserves the right to intercede in any unresolved complaint by a resident or property owner, to investigate said complaint and to act as an intermediary to bring the resident and the Contractor together to resolve the complaint.

4.01.23 Conditions under which Contract may be Canceled or Terminated by the Township Commissioners.

If the work under this contract shall be abandoned by the contractor or if the contract shall be assigned or the work sublet by him other than as herein specified, or if at any time, the Commissioners of _____ Township shall be of the opinion and so certify in writing (which certificate shall be final, binding and conclusive on the Contractor) that the performance of the contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract or the specifications thereof or is executing the same in bad faith or not in accordance with the terms thereof, the Township Commissioners may cancel and terminate this contract by a written notice to be served upon the Contractor either personally or by leaving it at his residence or office, and the Township Commissioners shall thereupon have the power and are hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill this contract, and in such cases, shall have the power and is hereby authorized to charge to the Contractor the amount of loss suffered by the, and upon a reletting of the contract, if amount of monies received by the Township shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall and will pay to the Township the amount of such differences.

4.01.24 Authorizing Township to Perform Contract

If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms thereof and the Township Commissioners decide not to cancel and terminate this contract as provided hereinabove, the Township Manager shall have the power and is hereby authorized to perform or cause or procure to be performed such part of the work as the Contractor shall fail to perform at the expense of the Contractor and to deduct such expenses and collect the cost of same out of the bond filed by the Contractor in any legal proceedings or any loss by reason thereof or both, at the sole option of the Township Manager.

4.01.25 Modification of Contract

This contract and the specifications herein contained may be modified and changed from time to time only as may be agreed upon in writing in a manner not materially affecting the substance hereof, provided however that the consent of the Township Manager be first obtained. Ordinances will be adopted and/or amended by the Township Commissioners to conform to the contract or contracts awarded.

4.01.26 Municipal Recyclable Collection

The Contractor shall provide appropriately sized container(s), as determined by the Township, to collect, transport and process all municipal recyclables from the sites designated in Table 5, at no charge to the Township. This shall include any other recreational areas developed in the future by the Township or any other Township-owned or maintained facility. These sites will be serviced in accordance with a schedule determined by the Township.

TABLE 5
Municipally Designated Sites

During time of emergency or a natural disaster, the Contractor will provide sufficient roll-off containers to the Township, upon request, at standard, non-emergency prices.

4.01.27 Option 1: Municipal Billing and Payment Procedure

The mode of contract requires the Township to collect the monthly rate per dwelling unit. The Township will bill the customers quarterly and in advance. In the second month of the quarter, the Township will pay to the Contractor one-third (1/3) of the refuse fees collected during the first month of the quarter, that amount retained being the amount applicable to the second and third months of the quarter. In the third month of the quarter, the Township will add the 2/3 retention from the previous month to the refuse fees collected during the second month and pay to the Contractor one-half (1/2) of the total, that amount retained being the amount applicable to the third month of the quarter. In the first month of the following quarter, the Township will pay to the Contractor the remaining balance of refuse fees collected during the previous three months. The Township will charge the Contractor a collection fee of six percent (6%) of the total amount collected, as set forth in Section 3.06 of the General Conditions. The six percent (6%) shall be deducted from each payment to the Contractor. However, if the Township receives, directly or through the Contractor, an excess of bona-fide complaints of substandard or lack of service within any given month of the calendar quarter, the collection fee shall increase to twelve percent (12%) of the total amount collected for that month. Excessive complaint schedule is contained in Section 3.06.

Option 2: Municipal Billing and Payment Procedure

The mode of contract requires the Contractor to collect the monthly rate per dwelling unit. The Contractor will bill the customers quarterly and in advance. The Township reserves the right to bill the Contractor a negligence fee of twelve percent (12%) of the total amount collected if the complaints received for substandard service are in excess of the numbers of complaints listed in Section 3.06 for any given month within the quarter.

4.01.28 Deductions to be Made for Vacant Dwelling or Dwelling Units

Deduction from the contract price for dwelling units paid to the Contractor shall be made and Contractor shall make no charge for vacant dwelling units where such vacancy shall have continued for a period of time as set forth in Township Ordinance and where notice thereof shall have been given by the owner of such dwelling unit to the Township.

4.01.29 Additions to the Contract Price

Additions to the contract price for dwelling units shall be made at the established bid price for new dwellings or dwelling units added in the Township after the effective date of this contract.

INSURANCE REQUIREMENTS

5.01 General

Policies shall be written with insurers rated at least “A” by Bests with a financial size category of at least “X”.

Under Items 5.3 and 5.4, _____ Township shall be named as an additional insured and be provided a 30-day notice of intent to cancel a policy or policies.

5.02 Workers’ Compensation, including occupational Disease and Employer's Liability Insurance.

A. Statutory - amounts and coverage as required by Workers' Compensation Laws of the Commonwealth of Pennsylvania.

B. Employer's Liability - at least \$100,000 each accident.

5.03 Public Liability, including coverage for direct operations, sublet work, elevators, contractual liability and completed operations with limits not less than those stated below:

A. Bodily Injury and Property Damage Liability - including personal injuries, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.

Regarding Personal Injury - written on a non-participating basis (with no participation by insured).

5.04 Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and leased vehicles with limits not less than those stated below:

A. Bodily Injury Liability - \$1,000,000 each person; \$2,000,000 each accident.

B. Property Damage Liability - \$1,000,000 each accident; \$2,000,000 per occurrence

5.05 Umbrella Coverage - in the amount of \$2,000,000

CHECK LIST FOR RECYCLING COLLECTION CONTRACT

<u>Included</u>	<u>Not Included</u>	
_____	_____	Bid Bond or Certified Check in the amount equal to Ten percent (10%) of the annual bid amount (Sec. 2.04)
_____	_____	Completed Non-Collusion Affidavit (Sec. 2.14)
_____	_____	Notarized Financial Statement and Report (Sec. 3.01)
_____	_____	Plans and Specifications (Sec. 3.02)
_____	_____	Sworn Statement (Sec. 3.02)
_____	_____	Letter from a Recycling Center (Sec. 4.01.02)
_____	_____	Letter/Agreement from a Composting Facility (Sec. 4.01.02)
_____	_____	Completed Questionnaire (Page 35)

Documents to be Provided by Successful Bidder after Award

1. Written Agreement with Payment and Performance Bonds
2. Certificate of Insurance for all Insurance Coverage's

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____

S.S.

County of _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____
(Name of Firm)

its affiliates, subsidiaries, officers, director and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(Name of Firm)

Acknowledges that the above representations are material and important, and will be relied on by
_____ Township in awarding that contract for which this bid is submitted. I understand
and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent
concealment from _____ Township of the true relating to the submission of bids for this
contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary Public

My Commission Expires

BID PROPOSAL

Proposal of _____ (hereinafter called "Bidder"),
organized and existing under the laws of the State of _____
doing business as _____.

In compliance with your Invitation for Bids, Bidder hereby proposes:

Recycling Collection, Transportation and Processing Services From Dwelling Units and Small
Businesses within the Township of _____

Contract No _____

in strict accordance with the Contract-Documents, within the time and conditions set forth herein,
and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto
certifies as to its own organization, that this Bid has been made independently, without
consultation, communication or agreement as to any matter relating to this Bid with any other
Bidder or with any competitor.

Bidder hereby agrees to enter into a three (3) year contract as stipulated in the Contract Documents.
Bid quotation must be made both in figures and words.

The bid proposal will have three (3) quotations for Recyclables.

1. The first quotation will include a monthly rate per dwelling unit for the collection,
transportation and processing of recyclables under **Option 1 or Option 2** (see 4.01.01 – insert
appropriate Option) to the processing facility(ies) mentioned in Section 4.01.01 – **Option 1 or
Option 2**, with a method of collection of **Option 1 or Option 2** (see Section 4.01.08 – insert
appropriate Option) and a collection frequency of **Option 1, Option 2, Option 3 or Option 4** (see
Section 4.01.09 – insert appropriate Option) for Regular Customers. **MANDATORY**

2. The second quotation will include a monthly, reduced rate per dwelling unit for the
collection, transportation and processing of **Option 1 or Option 2** (see 4.01.01 – insert
appropriate Option) to the processing facility(ies) mentioned in Section 4.01.01 – **Option 1 or
Option 2**, with a method of collection of **Option 1 or Option 2** (see Section 4.01.08 – insert
appropriate Option) and a collection frequency of **Option 1, Option 2, Option 3 or Option 4** (see
Section 4.01.09 – insert appropriate Option) for Reduced Rate Customers. A reduced rate will be
given to residents who qualify for or participate in the Senior Citizen Property Tax Rebate
Program. Determination of eligible customers will be made by _____ Township. For
bid purposes the assumption will be that there are _____ residents who will qualify. There is
absolutely no guarantee of the preciseness of this number. **MANDATORY**

3. The third quotation will include a monthly rate per dwelling unit for the collection, transportation and processing of leaf waste, yard waste, and/or food waste under **Option 1, Option 2 or Option 3** (see 4.01.03 – insert appropriate Option).

4. The fourth quotation will be for the collection of residential curbside HHW material (see definition of HHW, Section 4.01.07). If unable to provide curbside collection of HHW material, hauler shall provide a quotation for owning and operating a permanent drop-off for HHW material in accordance with State and Federal regulations. If unable to provide curbside collection and/or a permanent drop-off facility, please provide a quotation for a rate per dwelling unit that will be paid by the hauler to the Township to allow the Township to operate a HHW collection program. **OPTIONAL**

5. The fifth quotation will be for the collection of residential curbside e-waste material (see definition of e-waste, Section 4.01.07). If unable to provide curbside collection of e-waste material, hauler shall provide a quotation for owning and operating a permanent drop-off for e-waste material in accordance with State and Federal regulations. If unable to provide curbside collection and/or a permanent drop-off facility, please provide a quotation for a rate per dwelling unit that will be paid by the hauler to the Township to allow the Township to operate an e-waste collection program. **OPTIONAL**

6. The sixth quotation will be for weekly collection of participating small business recyclables (see definition of Small Business, Section 4.01.03). **OPTIONAL**

7. Bidders are invited to submit add-alternate bids for the collection, transportation and processing of additional recyclable materials (beyond the required materials) on the form below, for the Township's consideration. **OPTIONAL**

BID PRICES

Quotation No. 1

Monthly rate of _____, (\$ _____)
Per dwelling unit for Regular Customers for collection and processing of recyclable materials.

Quotation No. 2

Monthly rate of _____, (\$ _____)
Per dwelling unit for Reduced Rate Customers for collection and processing of recyclable materials.

TOTAL OF QUOTATION NOS. 1 and 2 \$ _____

Quotation No. 3

Monthly rate of _____, (\$ _____)
for weekly pick up of Leaf Waste, Yard Waste, and/or Food Waste and delivery to a Composting Facility.

Quotation No. 4

Monthly rate of _____, (\$ _____)
for residential curbside collection or permanent drop-off collection (circle one) of HHW material (see definition of HHW, Section 04.01.07).

Monthly rate of _____, (\$ _____/dwelling unit) to be paid by hauler to Township for operation of a HHW collection program (see definition of HHW, Section 04.01.07).

Quotation No. 5

Monthly rate of _____, (\$ _____)
for residential curbside collection or permanent drop-off collection (circle one) of e-waste material (see definition of e-waste, Section 04.01.07).

Monthly rate of _____, (\$ _____/dwelling unit) to be paid by hauler to Township for operation of an e-waste collection program (see definition of e-waste, Section 04.01.07).

Quotation No. 6

Monthly rate of _____, (\$ _____)
for weekly pick up of participating small business recyclables (see definition of Small Business, Section 04.01.03).

Quotation No. 7 (Add-Alternate)

Bidder may include collection, transportation and processing of additional recyclable items (to be delivered to the _____ Transfer Station/MRF/Compost Facility).
(4.01.01)

Recyclable Item

Monthly Cost Per Dwelling Unit-Increase (or Decrease)

EXCEPTION(S) TO CONTRACT DOCUMENT

As defined in the General Conditions, the bidder shall clearly define any exception(s) to the Contract Document. All exceptions shall be fully stated herein below:

Exception To:

Contract Document Item No.

Explanation of Exception

Unless otherwise noted above, the bidder hereby certifies that the Proposal as submitted fully complies with the Contract Documents.

Submitted By: _____
Signed

Representing

Printed

Title _____

Date _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, _____

as Principal, and _____

as Surety, are hereby held and firmly bound unto the Township of _____,
_____, _____ County, Pennsylvania,

in the sum of _____ (\$_____) for the payment of
which, well and truly to be made, we hereby jointly and severally bind successors, assigns and
ourselves.

Signed, this _____ day of _____, 201_.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner
a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, to
deliver:

Recycling Collection, Transportation and Processing Services
From Dwelling Units and Small Businesses within the
Township of _____

Contract No. _____

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said bid) and shall
furnish a bond for its faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said bid, then this obligation shall be void.
Otherwise the same shall remain in force and effect, it being expressly understood and agreed that
the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and
its bond shall be in no way impaired or affected by any extension of the time within which the
Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal_____ (L.S.)

(Seal)

Surety_____

By_____

(Seal)

IMPORTANT - Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.

QUESTIONNAIRE

(IMPORTANT - Each bidder must truthfully and fully complete this questionnaire. Attach supplemental page(s) if necessary.

1. Methods to be used in processing of the recyclable material, including a detailed description of manpower to be dedicated to _____ Township (attach additional sheet, if necessary).

2. Precise location of recyclables processing facility (ies):

Approximate available capacity: _____

Improvements thereon: _____

Owned or leased: _____

If leased, give name and address of lesser and terms of lease:

3. Methods, apparatus and equipment to be used for the elimination and control of nuisances which may arise during the process of collection, treating and processing of material: (set forth in detail)

4. Number and Description of Vehicles:

<u>Make and Year Model No.</u>	<u>Type of Body</u>	<u>Capacity</u>	<u>Present Condition</u>	<u>Present Location</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

5. Experience in the collection and processing of recyclables. How many years have you engaged in the business of collection and processing of these materials? _____

What municipal contracts similar to this have you had within the last ten (10) years?

<u>Name of Municipality</u>	<u>Date of Contract</u>	<u>Term of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever defaulted in any of the aforementioned contracts? _____

If so, give details. _____

6. Have there been any judgments or are there any unsatisfied judgments entered against you within the past five (5) years? _____

If so, give details. _____

7. Give name and address of Surety Company which has agreed to act as surety on your bond should the contract be awarded to you.

8. List below the names and addresses of Surety Companies which have heretofore bonded you on municipal contracts.

9. Give address and telephone number of local office. If none now exists, indicate proposed location and name of staff personnel in charge. Also, list office hours and personal phone number of bidder.

10. Attach hereto a full and complete statement under notarized oath of financial operating statement for prior year's operation, per Section 3.01 of General Conditions.

The bidder hereby certifies that the answers to this questionnaire are true and correct and further agrees that said answers shall be considered as an integral part of this proposal.

Date Company

By _____
(Printed Name)

_____, being duly sworn according to law, deposes and
Title

says that the facts and answers in the foregoing questionnaire are true and correct to the best of his/her knowledge, information and belief.

(Signature)

Sworn to and subscribed before me

this _____ day of _____ 201_.

Notary Public

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Recycling Collection, Transportation and
Processing Services from Dwelling Units within the
Township of _____.

Contract No. _____

_____ Township has considered the Bid submitted by you for the above-described project in response to its Invitation to Bidders dated _____ and the related Contract Documents.

You are hereby notified that your Bid has been accepted as shown in your Bid Proposal.

You are required by the Instructions to Bidders and/or the General Conditions to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within ten days from the date of this Notice, _____ Township will be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Award to _____ Township, _____, _____, PA ____.

Dated this _____ day of _____, 201__.

FOR _____ TOWNSHIP By: _____

ACCEPTANCE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 201_.

By: _____

Title: _____

NOTE: Failure to return an acknowledgment of this Notice of Award does not relieve the Contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 20__,

By and between the TOWNSHIP OF _____, _____ County, Pennsylvania, hereinafter called "OWNER" and _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor hereby promises and agrees to collect, transport and process recyclable materials from dwelling units within the corporate limits of _____ Township as at present existing to the satisfaction and acceptance of the Township Commissioners for the term of three (3) years, beginning _____ and ending _____, pursuant to and in strict and full compliance with the Contract Documents, Contract No. _____.

2. Terms used in the Agreement which are defined in the General Conditions, if included in the Contract Documents, shall have the meanings indicated in the General Conditions.

3. The term "Contract Documents" means and includes the following, but shall not be limited to:

- A. Invitation to Bidders
- B. Instructions to Bidders
- C. General Conditions
- D. Specifications
- E. Insurance Requirements
- F. Checklist for Solid Waste Collection Contract
- G. Non-Collusion Affidavit
- H. Bid Proposal
- I. Exception(s) to Contract Documents
- J. Bid Bond
- K. Questionnaire
- L. Notice of Award
- M. Agreement
- N. Performance Bond
- O. Payment Bond
- P. Notice to Proceed

4. The Contractor agrees to complete the project as described in the Contract Documents as shown on the Bid Proposal, for the monthly rate of \$ _____.

5. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the owner.

6. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

FOR THE OWNERS:

CONTRACTOR:

TOWNSHIP OF _____

By: _____

By: _____

(Printed)

(Printed)

(Vice) President

Title

Address

Address

Telephone

Telephone

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor

Address:

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety

Address

hereinafter called Surety, are held and firmly bound unto:

Name of Owner: TOWNSHIP OF _____, _____ County, Pennsylvania

Address

hereinafter called Owner, in the penal sum of:

_____ dollars

(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is. such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 201_, a copy of which is hereto attached and made a part hereof, for:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the owner may incur in making - good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201_.

Principal _____

By _____

Title _____

Address _____

Attest: (SEAL)

Witness: _____

Attorney-in-fact: _____

By _____

Address _____

Attest: (SEAL)

Witness: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor _____

Address: _____

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety _____

Address _____

hereinafter called Surety, are held and firmly bound unto:

Name of Owner: TOWNSHIP OF _____, _____ County, Pennsylvania

Address _____

hereinafter called Owner, in the penal sum of:

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind successors, assigns, and ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 201_, a copy of which is hereto attached and made a part hereof, for:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on or rentals of machinery, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201_.

Principal _____

By _____

Title _____

Address _____

Attest: (SEAL)

Witness: _____

Attorney-in-fact: _____

By _____

Address _____

Attest: (SEAL)

Witness: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: Recycling Collection, Transportation
and Processing Services from Dwelling Units and
Small Businesses within the Township of

Contract No. _____

You are hereby notified to proceed in accordance with the Agreement dated _____
_____, 201_.

FOR THE OWNERS:

_____ **TOWNSHIP**

By: _____

Printed _____

Title _____

You are required to return an acknowledgment of this Notice to Proceed to _____
Township, _____, _____, Pennsylvania _____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____
_____ this _____ day of _____, 201_.

By _____

Printed _____

Title _____

NOTE: Failure to return acknowledgment of the Notice to Proceed does not relieve the Contractor of conditions imposed by the Agreement.

Sample Waste and Recycling Municipal Bid

CONTRACT DOCUMENTS

FOR

SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES AND
RECYCLING COLLECTION, TRANSPORTATION AND PROCESSING SERVICES FROM
DWELLING UNITS WITHIN THE TOWNSHIP OF _____

Bid opening - _____ ; _____ p.m.

Bid Due - _____ ; _____ p.m.

_____ TOWNSHIP (written for a Township, but could be used for a City, Borough or
Town)

_____ (address)
_____, PA _____

Questions concerning the attached Contract Documents may be referred to:

_____ Township -

Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m.

This package represents all documents a successful Bidder shall be responsible for completing.
Please return the entire package with the appropriate, completed information.

Proposal being submitted by:

Company Name

CONTRACT DOCUMENTS INDEX

<u>Section Title</u>	<u>Page</u>
INVITATION TO BIDDERS	6
INSTRUCTIONS TO BIDDERS	8
2.01 Pre-Bid Conference	8
2.02 Sealed Bids or Proposals	8
2.03 Printed Form of Bids	8
2.04 Certified Check or Bid Bond	8
2.05 Certified Check or Bid Bond Return	8
2.06 Contract and Bonds	9
2.07 Reservations and Annulments	9
2.08 Bids May Be Rejected as Informal	9
2.09 Changes Prior to-the Opening of Bids	10
2.10 Withdrawal of Bids	10
2.11 Contract Documents	10
2.12 Familiarization	10
2.13 Length of Contract	10
2.14 Non-Collusion Affidavit	11
GENERAL CONDITIONS	12
3.01 Financial Statement	12
3.02 Plans and Specifications	12
3.03 Questionnaire	12
3.04 Designated Facility	12
3.05 Not to Sublet or Assign Contract	13
3.06 Payments to Township as to Dwelling Units	13
3.07 Time of Commencement	14
3.08 Bidders' Responsibility as to Number of Dwelling Units	14
3.09 Taxes	14
3.10 Tons of Trash Collected in the Township in 20__	14
3.11 Tons of Recyclables Collected in the Township in 20__	14

CONTRACT DOCUMENTS INDEX (Cont'd.)

<u>Section Title</u>	<u>Page</u>
SPECIFICATIONS	15
<u>4.01 Solid Waste Collection, Transportation and Disposal Service</u>	15
4.01.01 Work to Be Done	15
4.01.02 Length of Contract	15
4.01.03 Definitions	15
4.01.04 Provisions for Place of Disposal	16
4.01.05 Methods of Collection	17
4.01.06 Time When Collections Shall be Made	17
4.01.07 Hours When Collections Shall be Made	18
4.01.08 Cans or Containers to be Provided by Occupants	18
4.01.09 Handling of Containers	19
4.01.10 Payment for Containers	19
4.01.11 Rules Under Which Refuse Shall be Collected	19
4.01.12 Investigation and Reporting of Complaints of Failure by Occupant	20
4.01.13 Investigation and Reporting of Complaints by Customers	20
4.01.14 Materials Collected to be Property of Contractor	20
4.01.15 Exclusive Right to Successful Bidder	20
4.01.16 Contractor to Have Telephone in House and/or Office	21
4.01.17 Inspection of Trucks	21
4.01.18 Observance of Laws and Ordinances	21
4.01.19 Motorized Equipment to be Used	21
4.01.20 Responsibility of Contractor	21
4.01.21 Loading of Material on Vehicles	22
4.01.22 Deduction to be Made for Vacant Dwelling or Dwelling Units	22
4.01.23 Additions to the Contract Price	22
4.01.24 Modification of Contract	22
4.01.25 Conditions Under Which Contract May be Canceled or Terminated by the Municipal Officials	22
4.01.26 Authorizing the Township to Perform Contract	23
4.01.27 Municipal Trash Collection	23
4.01.28 Township's Billing and Payment Procedure	23
4.01.29 Bulk Item Pickup Service	24

CONTRACT DOCUMENTS INDEX (Cont'd.)

<u>Section Title</u>	<u>Page</u>
4.01.30 Leaf Waste	24
4.01.31 Christmas Trees	25
4.01.32 Collection Days	25
4.01.33 Option to Negotiate	25
4.01.34 County Municipal Solid Waste Management Plan	25
4.01.35 Special Services for Elderly or Handicapped	25
4.01.36 Construction/Demolition Materials Pickup	25
4.01.37 Delivery of Yard Waste to Township Facilities	25
 <u>4.02 Recycling Collection, Transportation and Processing Services</u>	 26
4.02.01 General	26
4.02.02 Work to Be Done	26
4.02.03 Length of Contract	27
4.02.04 Definitions	27
4.02.05 Methods of Collection	28
4.02.06 Time When Collections Shall Be Made	28
4.02.07 Hours When Collections Shall Be Made	29
4.02.08 Recyclable Containers	29
4.02.09 Handling of Containers	29
4.02.10 Recyclable Materials To Be Property of Contractor	29
4.02.11 Contractor to Have Telephone in House and/or Office	30
4.02.12 Observance Of Laws and ordinances	30
4.02.13 Education	30
4.02.14 Responsibility of Contractor	30
4.02.15 Recycling Vehicles	30
4.02.16 Loading of Material on Vehicles	31
4.02.17 Investigation and Reporting of Complaints of Failure By Occupant	31
4.02.18 Investigation and Handling of Complaints by Residents	31
4.02.19 Conditions Under Which Contract May Be Canceled or Terminated by the Municipal Officials	32
4.02.20 Authorizing Township to Perform Contract	32
4.02.21 Modification of Contract	32
4.02.22 Municipal Recyclable Collection	33
4.02.23 Municipal Billing and Payment Procedure	33
4.02.24 Deductions to be Made for Vacant Dwelling or Dwelling Units	33
4.02.25 Additions to the Contract Price	33

CONTRACT DOCUMENTS INDEX (Cont'd.)

<u>Section Title</u>	<u>Page</u>
----------------------	-------------

INSURANCE REQUIREMENTS	34
5.01 General	34
5.02 Workers' Compensation	34
5.03 Public Liability	34
5.04 Comprehensive Automobile Liability Insurance	34
5.05 Umbrella Coverage	34
CHECKLIST FOR SOLID WASTE COLLECTION CONTRACT	35
NON-COLLUSION AFFIDAVIT	36
BID PROPOSAL	38
EXCEPTION(S) TO CONTRACT DOCUMENTS	42
BID BOND	43
QUESTIONNAIRE	45
NOTICE OF AWARD	49
AGREEMENT	51
PERFORMANCE BOND	53
PAYMENT BOND	56
NOTICE TO PROCEED	59

INVITATION TO BIDDERS

Officials of the Township of _____, _____ County, will accept sealed proposals at the _____ Township Municipal Building, _____ until 4:00 PM on _____, to be opened at 7:30 PM or shortly after that same day for the following:

Solid Waste Collection, Transportation and Disposal Services
and Recycling Collection, Transportation and Processing Services from
Dwelling Units within the Township of _____

Option 1: Solid Waste Contract will be for unlimited bags with a graduated rate structure for those qualifying for the Pennsylvania Senior Citizen Property Tax Rebate Program. Further, _____ Township shall allow small businesses to participate in the collection program.
(optional)

Option 2: Solid Waste Contract will be for the collection of six (6) containers (or another number), plastic bags or bundles of the authorized size and weight with a graduated rate structure for those qualifying for the Pennsylvania Senior Citizen Property Tax Rebate Program. Further, _____ Township shall allow small businesses to participate in the collection program.
(optional)

Option 3: Solid Waste Contract will be for (insert Option 1 or 2). In addition to all of the above requirements, a (tag-a-bag or pay-per-bag) program shall be offered. The Township will be responsible for selling the “tags or bags” at an amount determined by the hauler. All participants of this program will still be required to a pay a quarterly fee for the removal of recyclables.

Option 4: Solid Waste Contract will be for a (tag-a-bag or pay-per-bag) program. The Township will be responsible for selling the “tags or bags” at an amount determined by the hauler. All participants of this program will still be required to a pay a quarterly fee for the removal of recyclables.

Option 5: Solid Waste Contract will be for a (tag-a-bag or pay-per-bag) program. The Contractor will be responsible for providing residents with the “tags or bags”. All participants of this program will still be required to a pay a quarterly fee for the removal of recyclables.

A pre-bid meeting will be held at _____ (time) at the _____ Township Municipal Building, _____ (address).
Attendance at the pre-bid meeting is not mandatory but is recommended.

Proposals must be submitted upon forms furnished by and available at the Township and must be sealed with proper identification of subject bid on the outside of the envelope. All bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid. Instructions, specifications, and bid forms may be obtained at the _____ Township office at the above address from 8:00 a.m. to 4:00 p.m., Monday through Friday, except for holidays.

The Commissioners of _____ Township reserve the right to reject any or all bids and to waive any defects or irregularities in the best interest of the Township.

_____, **Manager**
_____, **TOWNSHIP**

INSTRUCTIONS TO BIDDERS

2.01 Pre-Bid Conference

A pre-bid meeting will be held at _____ (time) at the _____ Township Municipal Building, _____ (address). Attendance at the pre-bid conference is not mandatory but is recommended.

2.02 Sealed Bids or Proposals

Sealed bids or proposals shall be addressed to Township Manager, _____ Township Municipal Building, _____ (address), and marked "Solid Waste and Recycling Collection, Transportation and Disposal/Processing Services Proposal" and shall be received at the office of the _____ Township Manager until 4:00 PM on _____ (date) to be publicly opened and read at 7:30 PM or shortly thereafter.

2.03 Printed Form of Bids

All proposals shall be made upon the blank form of proposal attached hereto and must give the price proposed, both in words and figures (typed or written in ink), and must be signed by the bidder with his full name and address; or where a partnership, the name and address of each partner in full; or, if a corporation, the place where chartered and the names, titles and business address of the President, Secretary and Treasurer. In submitting bids, the proposal form must not be removed from the Contract Documents, but deposited intact as received and properly sealed.

2.04 Certified Check or Bid Bond

Proposals must be accompanied by a certified check or bid bond with responsible corporate surety payable to the order of _____ Township in an amount equal to ten percent (10%) of the annual bid amount.

The above-mentioned check or bid bond shall be forfeited to _____ Township in the event the Contractor fails or refuses to enter into the contract and to post Performance and Payment Bonds as hereinafter specified, not as penalty, but as just and liquidated damages for the delay and additional costs or expenses incurred by _____ Township by reason of failure to execute the contract and give bond as required.

2.05 Certified Check or Bid Bond Return

The certified checks or bid bonds of the unsuccessful bidders will be returned after the contract is awarded and the check or bid bond of the successful bidder will be returned to him after the execution of the contract and bonds. _____ Township shall not be liable for any interest on any bid deposits.

2.06 Contract and Bond

A contract(s) will be awarded to the lowest, responsible bidder(s) subject to the provision of Paragraph 2.06 below. The successful bidder shall, within ten (10) days after notification of award, enter into a written contract with _____ Township and shall furnish Performance and Payment Bonds issued by an approved surety company authorized to do business in the Commonwealth of Pennsylvania, in the amount of one hundred percent (100%) of the annual bid price, conditioned that he shall comply in all respects with the terms and conditions of the contract, and his obligation there under, including the specifications, and shall indemnify and save harmless _____ Township against or from any and all costs, expenses, damages, injury or loss to which _____ Township may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the Contractor, his agents or employees, in or about the execution or performance of the contract, including said specifications, and shall indemnify and save harmless _____ Township against and from any and all liability demands, or claims against it or losses to it from any cause whatever, including, but not limited to, patent infringements in the matter of completing said contract, said bond to be subject to the approval of the Township Solicitor. In case of failure or refusal on the part of the bidder to enter into said contract and file the aforesaid bond within ten (10) days of the Notice of Award, the amount of the check or bid bond will be forfeited and paid to _____ Township as more fully provided in Paragraph 2.04 above.

2.07 Reservations and Annulments

The Township Commissioners will determine who is the lowest responsible bidder upon the basis of the bids submitted, and reserve the right to reject any or all bids, and may re-advertise if it is in the best interest of the Township. Said Commissioners also reserve the right to waive technical defects, if, in their judgment, the interest of the Township shall so require; also, the right to cancel and annul any contract if, in their opinion, there shall be failure at any time to perform faithfully any of its stipulations, or in case of a willful attempt to impose upon the Township articles or service inferior to those required by the contract. Any action taken in pursuance of this latter stipulation shall not affect or impair any right or claim of the Township to damages for the breach of any of the covenants of the contract by the Contractor. No proposal may be considered from any person, firm or corporation, who has defaulted in the performance of any contract or agreement made with the Township or conclusively shown to have failed to perform satisfactorily any such contract or agreement.

2.08 Bids May Be Rejected as Informal

Proposals or bids which contain erasures, alteration, conditional bids, omissions, or irregularities of any kind shall be rejected as informal.

2.09 Changes Prior to the Opening of Bids

During the period allowed for preparation of bids, the bidders may be furnished addenda or bulletins for additions to or alterations of the Specifications, which shall be included in the work, covered by the Proposal and become a part of the Contract Documents. If any prospective bidder is in doubt as to the true meaning of any part of the Specifications or other Contract Documents, he may submit to the Township Manager a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by an addendum duly issued and a copy of such addendum

will be mailed or electronically delivered to each prospective bidder of record. The Township shall not be responsible for any other explanations or interpretations of the proposed Contract Documents.

2.10 Withdrawal of Bids

No bid may be withdrawn for a period of ninety (90) days after the date and time designated for the opening thereof.

2.11 Contract Documents

This contract will be awarded in accordance with the following documents:

- | | | | |
|----|-------------------------|-----|------------------------------------|
| 1. | Invitation to Bidders | 9. | Exception(s) to Contract Documents |
| 2. | Instructions to Bidders | | |
| 3. | General Conditions | 10. | Bid Bond |
| 4. | Specifications | 11. | Questionnaire |
| 5. | Insurance Requirements | 12. | Notice of Award |
| 6. | Checklist | 13. | Agreement |
| 7. | Non-Collusion Affidavit | 14. | Performance Bond |
| 8. | Bid Proposal | 15. | Payment Bond |
| | | 16. | Notice to Proceed |

2.12 Familiarization

Before bidding, all contractors are requested to carefully read and thoroughly familiarize themselves with the above documents. Special attention is called to the fact that the Contractor must furnish a disposal facility or processing area or an agreement with such a facility.

2.13 Length of Contract

The bids shall be for the collection and disposal/processing of refuse and recyclable materials collected from dwelling units and small businesses within the corporate limits of _____ Township as at present existing, for the term of approximately three (3) years beginning _____ and ending on _____ with the option to extend the contract for two (2) additional years. The parties agree to extend the terms of Contract if (a) _____ Township signifies its desire to extend by notice to Contractor not later than one hundred eighty (180) calendar days prior to the expiration of the basic terms of the Contract; and (b) the Contractor has not signified its desire to not so extend by notice to the Township not later than one hundred eighty (180) calendar days prior to the expiration of said contract.

2.14 Non-Collusion Affidavit

In accordance with the Pennsylvania Antibid Rigging Act that became effective on October 23, 1983, the Township requires each bidder to complete and file a Non-Collusion Affidavit. The Affidavit is to be completed as follows:

- A. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

B. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

C. In the case of a bid submitted by a partnership or other joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

D. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

GENERAL CONDITIONS

3.01 Financial Statement

Each proposal shall be accompanied by a full and complete statement under notarized oath certifying to the financial condition of the bidder. In addition, the bidder shall furnish to the Township Manager a new and complete financial report of bidder's prior year's operation, including any and all information pertinent to actual collection, disposal/processing and billing operations, setting forth all costs, wage rates and other information necessary to determine financial responsibility of the bidder.

3.02 Plans and Specifications

With each proposal, the bidder must furnish one (1) set of general plans and specifications setting forth the equipment, size of work crew or crews, times of collection in accordance with all local ordinances, routing, and methods proposed for collecting, receiving, transporting, conveying, handling and disposing of the refuse. In particular, the methods, size and location of disposal/processing area apparatus and equipment for the elimination and control of nuisances that may arise during the process of collection, treating or disposal/processing of the material shall be shown, specified and described in sufficient detail to enable the Township Manager to judge the adequacy and sufficiency, as it is an essential requirement of this contract, to ensure that neither objectionable odors, noxious gases nor putrescent liquid shall escape during or after the process of collection, treatment or disposal/processing to the extent of constituting a public nuisance or hazardous or toxic waste. In addition, the bidder shall submit a sworn statement stating that he will abide by all ordinances, rules and regulations of any municipality, providing for making available landfill or other disposal/processing facilities, and of any other governmental unit having jurisdiction thereof, including the County Solid Waste Management Plan.

3.03 Questionnaire

The attached questionnaire must be fully and completely answered.

3.04 **Option 1: Designated Disposal/Processing Facility**

The disposal facility that the bidder proposes to use in the disposal of refuse shall be a State permitted disposal facility. All recyclables must be transported to a permitted recyclables processing facility **[within the County]**.

Option 2: Designated Disposal/Processing Facility

All refuse shall be disposed of at the _____ Landfill/WTE located at _____ (address). All recyclables collected within the County will be taken to the _____ Transfer Station/MRF/Composting Facility located at _____ (address).

Option 3: Designated Disposal Facility

The bidder must dispose of all refuse at the _____ Landfill/Transfer Station. All recyclables must be transported to a permitted recyclables processing facility **[within the County]**.

Option 4: Designated Disposal Facility

The bidder must dispose of all refuse at the _____ Landfill/Transfer Station. All recyclables must be transported to the _____ Transfer Station/MRF/Composting Facility located at _____ (address).

3.05 Not to Sublet or Assign Contract

The Contractor shall devote his personal attention constantly to the faithful performance of the work and shall keep the same under his own control, and shall not transfer or assign such responsibility by power of attorney or otherwise, nor sublet the work or any part thereof without the previous written consent of the Township Manager. In the latter case, he shall petition the Township Manager in writing, certifying the name and address of each such assignee or subcontractor as he intends to engage, the portion of the work which he is to do or the material which he is to furnish, his place of business and such other information as the Township Manager may require in order to know whether such subcontractor is respectable, reliable and able to perform the work as called for in the Specifications. He shall not, either legally or equitably, assign any of the monies payable under the contract unless by and with the like consent of the Township Manager. If such assignment, subcontracting or delegation is permitted by the Township Manager, the Contractor shall not be released from any of his liabilities or obligations under this contract, but shall remain responsible and liable to the Township should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

3.06 Option 1: Payments to Township as to Dwelling Units

The Township will collect the monthly rate per dwelling unit and remit the net amount to Contractor. The Township will charge the Contractor a collection fee of six percent (6%) of all amounts collected. However, if the Township receives, directly or through the Contractor, an excess of bona-fide complaints of substandard or lack of service within any given month of the calendar quarter, the collection fee shall increase to twelve percent (12%) of the total amount collected for that month. Excessive complaints shall be defined for the purposes of this contract as 20 or more calls per month. The price bid shall cover the cost of all labor, material and any other costs and expenses needed to complete the contract in all details, including the collection fee to the Township. The Township will pay and the Contractor shall accept the price stipulated with respect to dwelling units in the proposal hereto attached as full compensation for the collection and disposal of refuse and the collection, transportation and processing of recyclable materials thereafter. The Township will not be liable for or responsible to pay to the Contractor any interest on any amounts collected.

Option 2: Payments to Contractor as to Dwelling Units

The Contractor will collect the monthly rate per dwelling unit. The Township will charge the Contractor a negligence fee of twelve percent (12%) of the total amount collected for that month if it receives excessive complaints which shall be defined for the purposes of this contract as 20 or more calls per month. The price bid shall cover the cost of all labor, material and any other costs and expenses needed to complete the contract in all details. The Township will not be liable for or responsible to pay to the Contractor any interest on any amounts collected or collecting on delinquent accounts.

3.07 Time of Commencement

The Contractor shall begin work for the collection and disposal of refuse on _____ through and including _____ and shall begin work for the collection, transportation and processing of recyclable materials on _____ through and including _____.

3.08 Bidder's Responsibility as to Number of Dwelling Units

It is required that the bid under this proposal shall be for a monthly rate per dwelling unit. A "dwelling" is a building used for residential purposes, except hotels, boarding and lodging houses, tourist cabins, motels and apartments with more than six-dwelling units. All bidders are advised and cautioned that the Township makes no warranty as to the number of dwellings within the Township now or at any time in the future. It will be the responsibility of the successful bidder to ascertain the number of dwelling units from time to time and to deliver the information to the Township. As the bid under this proposal is for a monthly rate per dwelling unit, nothing herein is to be construed as a warranty as to the number of dwelling units or the gross amount which may be received at any time by the successful bidder. Estimated number of dwelling units within the Township during the term of this contract are as follows: 20__ – X,XXX, 20__ – X,XXX, and 20__ – X,XXX. There is absolutely no guarantee of the preciseness of these numbers.

3.09 Taxes

All present and future state and/or local taxes (excluding landfill tipping fees) imposed on solid waste collection and/or disposal will be handled on a pass-through basis and are not to be included in the bid.

3.10 Tons of Waste Collected in 20__

Based on the tonnage reported to _____ Township by the current contractor, estimated trash tonnage for the year 20__ is as follows: MSW – X,XXX tons, C&D – XXX tons, RMW – XXX tons, Ash – XXX tons, Asbestos – XXX tons, Sewage Sludge – XXX tons.

3.11 Tons of Recyclables Collected in 20__

Estimated yearly total of combined residential recyclables is XXX tons.

SPECIFICATIONS

4.01 Solid Waste Collection, Transportation and Disposal Services

4.01.01 General

Option 1: _____ Township currently has a curbside refuse collection program. The Contractor shall provide all equipment and labor to collect all the curbside refuse items specified.

Option 2: _____ Township does not currently have a curbside refuse collection program. Contractor will be responsible for educating residents on the established curbside refuse collection program. The Contractor shall provide all equipment and labor to collect all the curbside refuse items specified.

Option 1: The Contractor shall have the exclusive right to collect, transport and dispose of designated refuse materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport refuse materials to a permitted facility.

Option 2: The Contractor shall have the exclusive right to collect, transport and dispose of designated refuse materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport refuse materials to _____ Landfill/WTE, located at _____ (address).

_____ Township elects to allow small businesses to voluntarily participate in the refuse collection program. **OPTIONAL**

Refuse tonnage statistics must be reported directly to the Township by the Contractor **quarterly**.

4.01.02 Work to be Done

The work to be done under the contract with respect to dwelling units consists of the collection of all refuse from dwelling units within the corporate limits of _____ Township by the use of closed unit vehicles from the curb, alley or such other location as established by the Township, and disposal in the manner herein described. _____ Township allows small businesses to voluntarily participate in the solid waste collection program.

4.01.03 Length of Contract

The bids shall be for the collection, transportation and disposal of solid waste materials collected from dwelling units within the corporate limits of _____ Township as at present existing, for the term of three (3) years, beginning _____ through and including, _____ with the option to extend the contract for two (2) additional years. The parties agree to extend the terms of the Contract if (a) the Township signifies its desire to extend by notice to Contractor not later than one hundred eighty (180) calendar days prior to the expiration of the basic terms of the Contract; or (b) the Contractor has not signified its desire to not so extend by

notice to the Township not later than one hundred eighty (180) calendar days prior to the expiration of said contract.

4.01.04 Definitions

Definitions as defined in these specifications mean:

- A. Refuse – all waste that is not a bulk item, including furniture, carpet, televisions, ashes from burning of wood, coal, coke, or other combustible material, and the like, but excluding tires and white goods.
- B. Trash - same as Refuse.
- C. Material - includes refuse and recycling.
- D. Dwelling Unit - one or more rooms in a dwelling which room or rooms has fixed cooking facilities arranged for occupancy by one person, two or more persons living together, or one family.
- E. Dwelling - a building or structure containing dwelling units, but shall not include hotels, motels, tourist cabins, mobile homes in an established mobile home park or an apartment or condominium building were containing more than six dwelling units.
- F. Bulk Item – any item that is too large or bulky to be picked up by one person.
- G. White Goods – large appliances, such as washers, dryers, which do not contain CFC (FREON).
- H. Substandard Service – trash and/or recyclables not collected on regularly scheduled day, containers not returned to place of collection, mishandled containers, any uncollected material that is left behind, or any other violation of the requirements herein. (Final decision rests with Township Manager.)
- I. Small Business - a business establishment that produces five (5) or less 40-gallon containers of refuse and recyclables per week.
- J. Hazardous Waste - any chemical, compound, mixture, substance, or article which is designed by the United States Environmental Protection Agency of the state to be “hazardous” as term is defined by or pursuant to Federal or state law, for the purpose of this General Information for Bidders, includes residual waste as that term is defined by or pursuant to federal law or regulation.

4.01.05 **Option 1:** Provisions for Place of Disposal

The Contractor shall dispose of all trash and similar material to be collected during this contract to a permitted disposal facility. In addition, the Contractor must submit with his bid proper proof in writing that he will dispose of waste at a permitted disposal facility. In addition, the bidder shall submit a sworn statement stating that he will abide by all statutes, ordinances, rules and regulations of any municipality containing such disposal facilities and of any other governmental unit having jurisdiction thereof. In the event that _____ Township provides or makes available a disposal facility or processing area, through agreement with any state, county, political subdivision or municipal authority thereof, Contractor agrees to use such disposal facilities, and _____ Township reserves the right to charge a fee for the use of such facilities. In such case, the Contractor shall have the right to increase his charges in such amount, but only in such amount as will enable him to recover increased disposal charges, if any.

Option 2: Provisions for Place of Disposal

The Contractor shall dispose of all trash and similar material to be collected during this contract at the _____ Landfill/Transfer Station. In addition, the Contractor must submit with his bid proper proof in writing that he will dispose of waste at this facility. In addition, the bidder shall submit a sworn statement stating that he will abide by all statutes, ordinances, rules and regulations of any municipality containing such disposal facilities and of any other governmental unit having jurisdiction thereof. In the event that _____ Township provides or makes available a disposal facility or processing area, through agreement with any state, county, political subdivision or municipal authority thereof, Contractor agrees to use such disposal facilities, and _____ Township reserves the right to charge a fee for the use of such facilities. In such case, the Contractor shall have the right to increase his charges in such amount, but only in such amount as will enable him to recover increased disposal charges, if any.

4.01.06 Methods of Collection

All material must be collected in watertight, covered plastic or metallic cans or durable and watertight plastic bags that can be easily and quickly handled by one man, capable of being removed without spilling, which shall be loaded in the compactor trucks and delivered to the disposal facilities. Contractor shall be responsible for retrieving all materials spilled by it in the collection and disposal process.

Trucks to be used for the removal of material shall be of metal body, securely covered, watertight, kept thoroughly clean, repaired and well painted and must have the name of the Contractor and telephone number painted on each side of the same in letters of a size to be read at a distance of 25 feet and always legible.

The Township shall have the right to inspect any collection vehicle at any time and at any place it is being used within the Township. The Contractor shall make vehicles available for inspection whenever so requested by _____ Township at a time and place mutually agreed upon.

4.01.07 Option 1: Time When Collections Shall be Made

Collections from dwellings or dwelling units shall be made one (1) time per week during all the months of January through and including December, maintaining current schedules. When a holiday falls on a regular collection day, that collection will be on the day following the holiday. Holidays shall include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas and others that are submitted and approved by the Township Manager.

Option 2: Time When Collections Shall be Made

Collections from dwellings or dwelling units shall be made one (1) time bi-weekly during all the months of January through and including December, maintaining current schedules. When a holiday falls on a regular collection day, that collection will be on the day following the holiday. Holidays shall include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas and others that are submitted and approved by the Township Manager.

4.01.08 Hours When Collections Shall be Made

All collections shall be made between the hours of 7:00 AM and 7:00 PM; however, this time limitation shall not prevent the collection of material on an emergency basis during other hours when necessitated by natural catastrophe or other conditions beyond the control of the Contractor. The extension of the emergency hours shall at all times be subject to approval by the Township Manager.

4.01.09 Cans or Containers to be Provided by Occupants (OPTIONS 1-3)

All parties or persons occupying dwelling units within the Township will be required by the Township to provide and use (a) refuse and recycling containers of durable, watertight, rust-resistant materials having a close fitting lid with handles with a capacity of not more than forty (40) gallons and shall be of such size as can be handled easily by one man; or (b) durable and watertight plastic bags for refuse only.

The maximum weight of a filled container shall not exceed sixty (60) pounds, and the maximum weight of a filled plastic bag shall be limited to such weight as will not cause the bag to break when lifted and carried to Contractor's equipment. Garbage shall be thoroughly drained of all water/liquid. All refuse containers or plastic bags shall be securely covered or tied, as the case may be.

Refuse and recycling containers and all materials from dwelling units shall be placed behind the curb and, where there is no curb, immediately next to but off the paved portion of the roadway. In case of dispute, the Township Manager shall decide the location to be used for placing of containers by the occupant of the dwelling unit. Special arrangements may be made with the Contractor to remove ashes from the cellar or other places on the premises. Placement of containers for pickup on private roads shall be the result of special arrangements between Contractor and resident.

Cans or Containers to be Provided by Occupants (PAYT ONLY – OPTION 4 and 5)

All parties or persons occupying dwelling units within the Township will be required by the Township to purchase tags/bags from _____ (location where these items can be purchased) to be used to dispose of household waste or to be placed on bags containing household waste (not including recyclables). These bags may be placed in a refuse container of durable, watertight, rust-resistant material having a close fitting lid with handles with a capacity of not more than forty (40) gallons, which shall be of such size as can be handled easily by one man.

All parties or persons occupying dwelling units within the Township will be required by the Township to provide and use recycling containers of durable, watertight, rust-resistant materials having a close fitting lid with handles with a capacity of not more than forty (40) gallons and shall be of such size as can be handled easily by one man.

The maximum weight of a filled container shall not exceed sixty (60) pounds, and the maximum weight of a filled plastic bag shall be limited to such weight as will not cause the bag to break when lifted and carried to Contractor's equipment. Garbage shall be thoroughly drained of all water/liquid. All refuse containers or plastic bags shall be securely covered or tied, as the case may be.

Refuse and recycling containers and all materials from dwelling units shall be placed behind the curb and, where there is no curb, immediately next to but off the paved portion of the roadway. In case of dispute, the Township Manager shall decide the location to be used for placing of containers by the occupant of the dwelling unit. Special arrangements may be made with the Contractor to remove ashes from the cellar or other places on the premises. Placement of containers for pickup on private roads shall be the result of special arrangements between Contractor and resident.

Cans or Containers to be Provided by Contractor (All Options)

All parties or persons occupying dwelling units within the Township will be given both a refuse and recycling container by the contractor. Refuse and recycling containers shall be durable, watertight, rust-resistant materials having a close fitting lid with handles and wheels with a capacity of not more than ninety-six (96) gallons and shall be of such size as can be handled easily by one man. Recycling containers shall be affixed with a weather resistant sticker or imprinting that denotes the materials acceptable for recycling. Refuse and recycling containers shall be distinguished by different colors to be proposed by the hauler to the Township. Contractor shall be responsible for submitting proposed refuse and recycling container specifications to the Township for their review and approval.

The maximum weight of a filled container shall not exceed sixty (60) pounds. Garbage shall be thoroughly drained of all water/liquid. All containers shall be securely covered.

Refuse and recycling containers and all materials from dwelling units shall be placed behind the curb and, where there is no curb, immediately next to but off the paved portion of the roadway. In case of dispute, the Township Manager shall decide the location to be used for placing of containers by the occupant of the dwelling unit. Special arrangements may be made with the Contractor to remove ashes from the cellar or other places on the premises. Placement of containers for pickup on private roads shall be the result of special arrangements between Contractor and resident.

4.01.10 Handling of Containers

The Collector shall exercise reasonable care in handling of refuse containers and shall not willfully break, deface or damage same. Refuse containers shall be returned to behind the curb and, in the absence of curb, off the paved highway.

4.01.11 Payment for Containers

All cans or containers, except plastic bags, broken or destroyed by improper or careless handling by the Collector shall be replaced by the Contractor at his own expense.

4.01.12 **Option 1: Rules Under which Refuse shall be Collected**

The Contractor shall be required to collect an unlimited number of containers, plastic bags and bundles of the authorized size and weight. Where the Contractor has not made a collection by reason of the customer's failure to comply with collection ordinances or regulations, it shall be the responsibility of the Contractor to report to the Township, via email or telephone, any condition or situation that would prevent the contractor from performing refuse and recycling

services as described herein. The Contractor shall also provide a response, via email or telephone, before the end of the business day when notified by Township officials of a complaint about missed refuse, sloppy workmanship or any other customer complaint.

Option 2: Rules Under which Refuse shall be Collected

The Contractor shall be required to collect no more than six (6) containers (**adjust number of container as necessary**), plastic bags and bundles of the authorized size and weight from each individual dwelling. Buildings with multiple dwellings are permitted to dispose of no more than six (6) containers per dwelling unit. Where the Contractor has not made a collection by reason of the customer's failure to comply with collection ordinances or regulations, it shall be the responsibility of the Contractor to report to the Township, via email or telephone, any condition or situation that would prevent the contractor from performing refuse and recycling services as described herein. The Contractor shall also provide a response, via email or telephone, before the end of the business day when notified by Township officials of a complaint about missed refuse, sloppy workmanship or any other customer complaint.

Option 3: Rules Under which Refuse shall be Collected

In conjunction with the pay-as-you-throw system, the Contractor shall be required to collect bags which have been purchased by the resident and/or provided by the Contractor or bags which have been affixed with a tag that has been purchased by the resident or provided by the Contractor and placed curbside for disposal. These bags must adhere to the weight limits specified in Section 4.01.08. Where the Contractor has not made a collection by reason of the customer's failure to comply with collection ordinances or regulations, it shall be the responsibility of the Contractor to report to the Township, via email or telephone, any condition or situation that would prevent the contractor from performing refuse and recycling services as described herein. The Contractor shall also provide a response, via email or telephone, before the end of the business day when notified by Township officials of a complaint about missed refuse, sloppy workmanship or any other customer complaint.

4.01.13 Investigation and Reporting of Complaints of Failure by Occupant

It will be the duty of the Township Manager to investigate all complaints made of failure by occupants of dwelling or dwelling units within the Township to comply with the provisions of the ordinances concerning packaging and placement of refuse materials and to prosecute all offenders under such provisions.

4.01.14 Investigation and Reporting of Complaints by Customers

All complaints by residents or small business owners of the Township made through the Township or directly to the Contractor, regarding the services provided under the Contract, shall be responded to by the Contractor. The Contractor shall submit a report to the Township each month, by the fifteenth day of the following month, listing all the complaints received by the Contractor during the previous calendar month. This report shall be on forms provided by the Township and shall include, at a minimum, the following information:

- A. Date of complaint
- B. Name, address and telephone number of the complainant
- C. Description and nature of complaint

- D. Date of resolution of complaint
- E. Description of resolution of complaint

If the complaint has not been resolved, this should also be indicated.

The Township reserves the right to intercede in any unresolved complaint by a customer, business owner or property owner, to investigate said complaint and to act as an intermediary to bring the customer and the Contractor together to resolve the complaint.

4.01.15 Materials Collected to be Property of Contractor

The Contractor shall be considered the owner and sole possessor of all material from the time of its collection.

4.01.16 Exclusive Right to Successful Bidder

The successful bidder shall have the exclusive right and privilege of collecting, removing and disposing of all refuse from residential units, small businesses or multiple family dwellings containing six or fewer units. The resulting contract will provide that no person shall carry, convey or transport through the streets, alleys or public places of the Township any of the aforesaid materials from dwelling units subject to the penalties prescribed by the law of the Commonwealth and ordinances of _____ Township, or the rules of the Health Departments within _____ County and the Commonwealth of Pennsylvania. _____ Township agrees to prevent, as far as lawful, any person other than the Contractor from gathering, hauling, removing or carrying any material from dwelling units within the Township limits, which by these specifications the Contractor is required to collect and dispose of.

4.01.17 Contractor to Have Telephone in House and/or Office

Contractor shall establish, maintain and list in the _____ Telephone Directory a toll-free telephone number within his house, office or plant, which persons in the Township may use to contact Contractor and shall attend such telephone between the hours of 7:00 a.m. and 6:00 p.m., every day each week, except Saturday, Sunday and holidays established by _____ Township.

4.01.18 Inspection of Trucks

The Contractor shall be required to present his trucks for inspection within the Township limits at such reasonable times and places as may be designated by the Township Manager.

4.01.19 Observance of Laws and Ordinances

All municipal ordinances, laws of the Commonwealth of Pennsylvania and of the United States, and rules and regulations promulgated hereunder shall be observed by the Contractor.

4.01.20 Motorized Equipment to be Used

Motorized equipment alone shall be used and employed in the performance of the contract. The necessary amount of motorized equipment shall be provided to maintain consistent service as specified. If additional trucks are needed by the Contractor to complete this contract, the bidder shall show proof that the required number and type of additional trucks are on order,

are to specifications and will be available to begin service, subject to the award of the contract. Any vehicle used in the collection and transport of trash from the Township shall have a Contractor-assigned numerical identification displayed on each side of the vehicle of a size that can be read by a person two hundred (200) feet from the vehicle. Each vehicle shall also have displayed on the sides, the Contractor's name and telephone number.

4.01.21 Responsibility of Contractor

The Contractor shall be and is hereby responsible for any and all injury or damage to property or persons or accidents which may occur to any person or persons in consequence of his act or the acts of his agents, servants or employees. Contractor agrees that public liability and workers' compensation insurance shall be obtained and maintained at all times during the Contract, protecting the Township against loss or injury occasioned by the acts of the Contractor, his agents, servants or employees in accordance with attachment entitled "Insurance Requirements." The Contractor shall comply with the provisions of the current Workers' Compensation Act and any supplements or amendments thereto relative to workers' compensation insurance, and shall furnish proof to the Township that he has accepted the provisions of said Act and either insured his liability there under or secured exemption there from. The Contractor shall indemnify _____ Township and save it harmless against, of and from, any and all costs, expense, damages, claims, demands, suits, injury or loss to which said Township may be subjected by reason of any wrongdoing, misconduct, negligence or fault of Contractor, his agents, servants or employees in or about the execution or performance of said contract.

4.01.22 Loading of Material on Vehicles

Should the Contractor desire to load material on transfer vehicles or maintain a transfer station for loading same, such transfer station shall be located and operated so as not to cause a nuisance.

4.01.23 Deductions to be Made for Vacant Dwelling or Dwelling Units

Deduction from the contract price for dwelling units paid to the Contractor shall be made and Contractor shall make no charge for vacant dwelling units where such vacancy shall have continued for a period of time as set forth in Township ordinances and where written notice thereof shall have been given by the owner of such dwelling unit to the Township.

4.01.24 Additions to the Contract Price

Additions to the contract price for dwelling units shall be made at the established bid price for new dwellings or dwelling units added in the Township after the effective date of this contract.

4.01.25 Modification of Contract

This contract and the specifications herein contained may be modified and changed from time to time only as may be agreed upon in writing in a manner not materially affecting the substance hereof, provided, however, that the consent of the Township Commissioners be first obtained. Ordinances will be adopted and/or amended by the Township Commissioners to conform to the contract or contracts awarded.

4.01.26 Conditions under which Contract may be Canceled or Terminated by the Township

If the work under this contract shall be abandoned by the Contractor or if the contract shall be assigned or the work sublet by him other than as herein specified, or if at any time, the Township Manager shall be of the opinion and so certify in writing (which certificate shall be final, binding and conclusive on the Contractor) that the performance of the contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract or the specifications thereof, or is executing the same in bad faith or not in accordance with the terms thereof, the Township Manager may cancel and terminate this contract by a written notice to be served upon the Contractor either personally or by leaving it at his residence or office, and the Township Manager shall thereupon have the power and are hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill this contract, and in such cases, the Township shall have the power and are hereby authorized to charge to the Contractor the amount of loss suffered by the Township, and upon a reletting of the contract, if amount of monies received by the Township shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall and will pay to the Township the amount of such differences.

4.01.27 Authorizing Municipality to Perform Contract

If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms thereof and the Township Manager decides not to cancel and terminate this contract as provided hereinabove, the Township Manager shall have the power and is hereby authorized to perform or cause or procure to be performed such part of the work as the Contractor shall fail to perform at the expense of the Contractor and to deduct such expenses and collect the cost of same out of the bond filed by the Contractor in any legal proceedings or any loss by reason thereof or both, at the sole option of _____ Township.

4.01.28 Municipal Trash Collection

The Contractor shall provide an appropriately sized container, as determined by the Township, to collect and dispose of all municipal trash, waste or debris of any kind or source from the designated sites shown in Table 5 below and will include any future municipal sites added during the life of the Contract. This service will be provided at no charge to the Township, in accordance with a schedule determined by the Township.

TABLE 5
Municipally Designated Sites

In addition, Contractor shall be required to place, and empty when full, at no additional fee two (2) trailers or roll-off containers, one to be used for the collection of bulk items and a second to be used for the collection of white goods and Freon-containing appliances. The Township will determine the location of the trailers or roll-offs.

During time of emergency or a natural disaster, the Contractor will provide sufficient roll-off containers to the Township, upon request, at standard, non-emergency prices.

4.01.29 **Option 1: Billing and Payment Procedure**

The mode of contract requires the Township to collect the monthly rate per dwelling unit. The Township will bill the customers quarterly and in advance. In the second month of the quarter, the Township will pay to the Contractor one-third (1/3) of the refuse fees collected during the first month of the quarter, that amount retained being the amount applicable to the second and third months of the quarter. In the third month of the quarter, the Township will add the 2/3 retention from the previous month to the refuse fees collected during the second month and pay to the Contractor one-half (1/2) of the total, that amount retained being the amount applicable to the third month of the quarter. In the first month of the following quarter, the Township will pay to the Contractor the remaining balance of refuse fees collected during the previous three months. The Township will charge the Contractor a collection fee of six percent (6%) of the total amount collected, as set forth in Section 3.06 of the General Conditions. The six percent, (6%) shall be deducted from each payment to the Contractor. The Township reserves the right to increase the collection fee to twelve percent (12%) of the total amount collected if the complaints received for substandard service are in excess of the numbers of complaints listed in Section 3.06 for any given month within the quarter.

Option 2: Billing and Payment Procedure

The mode of contract requires the Contractor to collect the monthly rate per dwelling unit. The Contractor will bill the customers quarterly and in advance. The Township reserves the right to bill the Contractor a negligence fee of twelve percent (12%) of the total amount collected if the complaints received for substandard service are in excess of the numbers of complaints listed in Section 3.06 for any given month within the quarter.

4.01.30 **Bulk Item Pickup Service**

The bid will include bulk item pickup service limited to one item per collection to those customers receiving regular service. This service shall be provided to remove white goods or items too large or bulky to be fit into a standard container or bag and may include up to four (4) standard tires without rims. Such service shall be provided during the same permitted hours and days as regular pickup service at the same frequency as regular refuse service. The disposal of items containing Freon must be arranged directly with the Contractor and such items must be picked up within five (5) working days.

4.01.31 **Christmas Trees**

It will be the responsibility of the Contractor to collect and dispose of Christmas trees during the month of January. **OPTIONAL**

4.01.32 **Collection Days**

Collection days for the collection routes within the Township will be submitted by the Contractor and approved by the Township. If the Township has a present contract for waste collection, the collection days for developments/neighborhoods will remain the same as under that present contract, unless Township provides amendments to awarded Contractor.

4.01.33 **Option to Negotiate**

_____ Township reserves the right to renegotiate the contract if _____ County changes the Solid Waste Plan in a way which reduces contractor costs during the life of the Contract or, in the event that there is a change in the law that causes an increase or decrease in disposal fees, the Contractor and the Township have the right to petition each other to renegotiate the contract price.

4.01.34 County Solid Waste Management Plan

The Contractor must operate in accordance with the _____ County Solid Waste Management Plan and ordinances/regulations.

4.01.35 Special Services for Elderly or Handicapped

Special service (back door pickup) will be provided for residents who need this type of service. Contractor shall be responsible for offering this service through their education program. A list of participants shall be remitted to the Township annually.

4.01.36 Construction/Demolition Materials Pick-Up

Residents may negotiate directly with any contractor for pick-up of these materials.

4.01.37 Education

_____ Township has established a public information and education program concerning refuse collection program features and requirements in accordance with the law of the Commonwealth of Pennsylvania. **[Township may specify education requirements of the hauler in this section, i.e. sticker notifications for residents on unacceptable materials, door tags, newsletters, website content, participation in certain Township events, frequency of education, etc.]**

4.02 Recycling Collection, Transportation and Processing Services

4.02.01 General

Option 1: _____ Township has a curbside recycling collection program in accordance with the provisions of the Municipal Solid Waste and Recycling ordinance. The Contractor shall provide all equipment and labor to collect all the curbside items specified to be separated by the residents for recycling.

Option 2: _____ Township does not currently have a curbside recycling collection program. Contractor will be responsible for educating residents on the established curbside recycling collection program proposed by the Contractor. The Contractor shall provide all equipment and labor to collect all the curbside items specified to be separated by the residents for recycling.

Option 1: The Contractor shall have the exclusive right to collect, transport and process of designated recyclable materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport recyclable materials to a facility within _____ County.

Option 2: The Contractor shall have the exclusive right to collect, transport and process of designated recyclable materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport recyclable materials to _____ Transfer Station/MRF/Composting Facility, located at _____ (address).

_____ Township elects to allow small businesses to voluntarily participate in the recyclable collection program. **OPTIONAL**

Recycling statistics must be reported directly to the Township by the Contractor monthly.

4.02.02 Work To Be Done

The work to be done consists of the collection, transportation and processing of the following recyclable materials:

Residential

Plastic
Clear Glass
Colored Glass
Aluminum, steel and bimetal cans
Newsprint
Cardboard
Chipboard
HHW (**OPTIONAL**)
e-Waste (**OPTIONAL**)
Food Waste (**OPTIONAL**)

Small Businesses

Plastic
Clear Glass
Colored Glass
Aluminum, steel and bimetal cans
Newsprint
Office paper
Cardboard
Chipboard

The bid price shall reflect the cost associated with glass, cans, plastic, cardboard and newsprint for residential and glass, cans, plastic, newsprint, office paper and cardboard for small businesses. **[An additional separate cost shall be included for residential curbside HHW collection, residential curbside e-waste collection, and residential curbside food waste collection]** The Township reserves the right to add or delete items from this list with mutual agreement of the Contractor during the term of the contract.

Option 1: With each proposal, the bidder must furnish a letter from a recycling center or centers and composting facility (ies) certifying the facility's capability to accept and market/process all of the aforementioned recyclables over the full term of the contract.

Option 2: With each proposal, the bidder must furnish a written statement agreeing to deliver all recyclable materials to the _____ Transfer Station/MRF and _____ Composting Facility over the full term of the contract.

Option 1: Collection of leaf waste and/or yard waste will be provided for by the Township according to Act 101 of 1988 as described in Chapter 1, Section 103, Leaf Waste, of

said Act and further described in Chapter 15, Section 1052(a), and will not be a part of this contract.

Option 2: Collection of leaf waste and/or yard waste, including lawn and garden waste, brush, small tree limbs and the like, will be provided for by the Contractor per the following schedule:

20____
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

20____
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

20____
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

The items described herein shall be removed from all residential units (including single-family and multi-family dwellings containing six or fewer units, and small businesses) within the limits of the Township. Multi-family dwellings containing more than six units, commercial (other than small businesses), institutional and industrial establishments are not included under this contract.

4.02.03 Delivery of Yard Waste [Choose materials to be included]

Option 1: To Township Facility

Bidders are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to the Township's Composting Facility(ies) located at _____ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the Township's composting facility.

Option 2: To County Facility

Bidders are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to the County's Composting Facility(ies) located at _____ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from

other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the County's composting facility.

Option 3: To Permitted/PBR Facility

Bidders are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to a PADEP permitted facility(ies) located at _____ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the Facility. Contractor must supply a letter or executed Agreement showing authorization by the Facility to accept material from the hauler. The letter must specify the materials and tonnage allowed for delivery by the hauler.

4.02.04 Length of Contract

Shall be the same as the Solid Waste Contract, beginning _____ through and including _____.

4.02.05 Option to Negotiate

_____ Township reserves the right to renegotiate the contract if _____ County changes the Solid Waste Plan in a way which reduces contractor costs during the life of the Contract or, in the event that there is a change in the law that causes an increase or decrease in disposal fees, the Contractor and the Township have the right to petition each other to renegotiate the contract price.

4.02.06 County Solid Waste Management Plan

The Contractor must operate in accordance with the _____ County Solid Waste Management Plan, County and local ordinances/regulations.

4.02.07 Definitions

A. Glass shall mean all empty bottles and jars made of clear, green or brown glass only. All containers shall be emptied and rinsed.

B. Aluminum Cans shall mean all food and beverage containers made of aluminum. All containers shall be emptied and rinsed.

C. Bimetal Cans shall mean all food and beverage containers made of a steel (ferrous) cylinder and bottom and an aluminum top. All containers shall be emptied and rinsed.

D. Steel Cans shall mean all food and beverage containers made of steel. All containers shall be emptied and rinsed.

E. Plastics shall mean all PET (polyethylene terephthalate) including, but not limited to, one, two and three-liter soft drink bottles and all HDPE (high density polyethylene) including, but not limited to, one-gallon milk and detergent bottles. All containers shall be emptied and rinsed.

F. Newsprint shall mean all paper having printed thereon news and other matters of public interest but not including magazines or periodicals. Newsprint must be tied in bundles or placed in paper grocery bags.

G. Corrugated Paper shall mean paper or pasteboard contracted into parallel grooves and ridges, commonly referred to as cardboard and packing boxes. The boxes must be emptied and broken down into a flat position.

H. High-Grade Office Paper shall mean printed or unprinted sheets, shavings and cuttings of sulphite or sulphate ledger, bond, writing and other pages which have similar fiber and filler content. This grade must be free of treated, coated, padded or heavily printed stock. This includes lightweight office papers, i.e., bond, copy paper and onionskin, as well as computer paper.

H. Aerosol Cans shall mean all aerosol cans made of steel. All cans must be empty.

I. HHW shall mean those wastes produced in the household that are hazardous in nature, but are not regulated as hazardous waste, under federal and state laws.

J. E-Waste shall mean those discards that include computers, monitors, televisions, audio equipment, printers, and other electronic devices.

K. Leaf Waste shall mean deciduous and coniferous seasonal deposition.

L. Yard Waste shall mean weeds, shrub trimmings, bundled tree prunings, and garden waste, not including grass clippings or leaves.

M. Food Waste shall mean post consumer food residuals, but does not include cardboard, paper towels, napkins, waste paper products, or food packaging.

4.02.08 **Option 1: Methods of Collection**

All recyclables, except food waste, e-waste, HHW, and leaf/yard waste, shall be removed from co-mingled containers, loaded in the truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

E-waste and HHW shall be collected curbside in accordance with applicable State rules and regulations.

Leaf waste, yard waste and/or food waste shall be collected curbside in separate containers designed and designated for such material.

Option 2: Methods of Collection

All recyclables, except food waste, e-waste, HHW, and leaf/yard waste, shall be removed from source-separated containers curbside, loaded in a dual-compartment truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

E-waste and HHW shall be collected curbside in accordance with applicable State rules and regulations.

Leaf waste, yard waste and/or food waste shall be collected curbside in separate containers designed and designated for such material.

Option 3: Methods of Collection

All recyclables, except food waste, e-waste, HHW, and leaf/yard waste, shall be removed from dual-stream containers curbside, loaded in a dual-compartment truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

E-waste and HHW shall be collected curbside in accordance with applicable State rules and regulations.

Leaf waste, yard waste and/or food waste shall be collected curbside in separate containers designed and designated for such material.

4.02.09 Option 1: Time When Collections Shall Be Made

Collection of recyclable materials shall be performed once per week and shall take place on the same day as collection of refuse in each given area of the Township.

Option 2: Time When Collections Shall Be Made

Collection of recyclable materials shall be performed once per week and shall take place on the same day as collection of refuse in each given area of the Township. The materials accepted curbside weekly shall alternate between co-mingled containers (including plastics, glass, aluminum, etc.) and fibers (including newsprint, office paper, cardboard, chipboard, etc.).

Option 3: Time When Collections Shall Be Made

Collection of recyclable materials shall be performed bi-weekly and shall take place on the same day as collection of refuse in each given area of the Township.

Option 4: Time When Collections Shall Be Made

Collection of recyclable materials shall be performed monthly and shall take place on the same day as collection of refuse in each given area of the Township.

4.02.10 Hours When Collection Shall Be Made

All collections shall be made in accordance with Section 4.01.07, prevailing time, provided, however, that this time limitation shall not prevent the collection of material on an emergency basis during other hours when necessitated by natural catastrophe or other conditions beyond the control of the Contractor. The extension of the emergency hours shall at all times be subject to approval of the Township Manager.

4.02.11 Special Services for Elderly or Handicapped

Special service (back door pickup) will be provided for residents who need this type of service. Contractor shall be responsible for offering this service through their education program. A list of participants shall be remitted to the Township annually.

4.02.12 Recyclable Containers

[Insert Option for recycling containers, i.e. existing Township provided containers will be used, residents may utilize their own containers, haulers are to provide recyclables containers, etc.]

All recyclables to be collected must be placed at the designated location in time for collection by the Contractor. Collection shall be made along the street fronting said property. Recyclable-material receptacles shall be placed for collection at ground level on the property, not within the cart way of a street, and accessible to the side or curb of the street from which collection is made. Containers shall be returned to a location not within the cart way or street. Placement of containers for pick-up on private roads shall be the result of special arrangements between the resident and Contractor.

4.02.13 Handling of Containers

The Contractor shall take reasonable care in handling of recyclable containers and shall not willfully break, deface or damage the same. All containers broken or destroyed in improper or careless handling by the Contractor shall be replaced by the Contractor at his own expense.

4.02.14 Recyclable Materials To Be Property of Contractor

From the time of placement of recyclable materials at the curb or a similar area for collection, said materials shall be and become the property of the Township and the authorized Contractor. It shall be a violation of Township ordinances for any person(s) not authorized by the Township to collect or pick up, or cause to be collected or picked up, any such recyclable material.

4.02.15 Contractor to Have Telephone in House and/or Office

Contractor shall establish, maintain and list in the _____ Telephone Directory a toll-free telephone number within his house, office or plant which persons in the Township may use to contact Contractor and such telephone shall be attended between the hours of 7:00 a.m. and 6:00 p.m., every day each week, except Saturday, Sunday and holidays established by the Township.

4.02.16 Observance of Laws and Ordinances

All municipal ordinances, laws of the Commonwealth of Pennsylvania and of the United States, and rules and regulations promulgated there under shall be observed by the Contractor.

4.02.17 Education

_____ Township has established a public information and education program concerning recycling program features and requirements in accordance with the law of the Commonwealth of Pennsylvania. **[Township may specify education requirements of the hauler in this section, i.e. sticker notifications for residents on unacceptable materials, door tags, newsletters, website content, participation in certain Township events, frequency of education, etc.]**

4.02.18 Responsibility of Contractor

The Contractor will be and is hereby responsible for any and all damages to property or person or persons or accidents which may occur to any person or persons in consequence of his act or the acts, of any agent or person in his employ. The Contractor agrees that the liability and Workers' Compensation Insurance shall be furnished protecting _____ Township against loss or injury occasioned by the acts of his employees in accordance with the requirements entitled "Insurance Requirements". The Contractor shall and does hereby save _____ Township harmless from any and all suits for damages that are or can be brought against the Township, its officials and employees in connection with the collection, transporting and processing of recyclable materials within the Township.

4.02.19 Recycling Vehicles

It shall be the Contractor's responsibility to maintain collection and processing vehicles in good condition, repaired and reasonably clean at all times. Trucks used for the collection of recyclables from residential units shall be of a size and type that can be operated on the streets and alleys of the Township without getting off the traveled portion of the roadway or doing damage to curbing, planted areas or private property. They shall be so constructed as to prevent leakage and shall be enclosed to the extent necessary to ensure no loss of material from the vehicles during collection or transport. The Contractor shall immediately clean up any spillage or loss of recyclables that may occur during collection and transport. The Contractor shall not leave unattended any truck wholly or partially loaded with recyclables on any private or public properties in the Township except in an emergency situation or except as approved by the Township Manager.

Any vehicle used in the collection and transport of recyclables from the Township shall be assigned a numerical identification that shall be displayed on each side of the vehicle of a size that can be read by a person two hundred (200) feet from the vehicle. Each vehicle shall also have, displayed on the sides, the Contractor's name and telephone number.

The Contractor shall provide the Township with a complete list of all collection vehicles to be used in the Township, specifying the make, model, license plate number, size, type of vehicle and the number assigned to the vehicle. The Contractor shall use no collection vehicle that is not properly listed with the Township. This list shall be updated and filed with the Township when a change in collection vehicles is made.

The Township shall have the right to inspect any collection vehicle at any time and any place it is being used within the Township. The Contractor shall make vehicles available for inspection whenever so requested by the Township at a time and place mutually agreed upon.

The Contractor shall be responsible to provide back-up or emergency vehicles meeting all of the above requirements so that, at no time, can the contract not be performed due to breakdown or lack of collection vehicles. Back-up or emergency vehicles shall be listed with the Township as specified above.

4.02.20 Loading of Material on Vehicles

Should the Contractor desire to load material on transfer vehicles or maintain a transfer station for loading same, such transfer station shall be located and operated so as not to cause a nuisance.

4.02.21 Investigation and Reporting of Complaints of Failure by Occupant

It will be the duty of the Township Manager to investigate all complaints made of failure by occupants of dwelling or dwelling units within the Township to comply with the provisions of the ordinances concerning recycling and to prosecute all offenders under such provisions.

4.02.22 Investigation and Handling of Complaints by Residents

All complaints by residents of the Township, made through the Township or directly to the Contractor regarding the services provided under the Contract, shall be responded to by the Contractor. The Contractor shall submit a report to the Township each month, by the fifteenth day of the following month, listing all of the complaints received by the Contractor during the previous calendar month. This report shall be on forms provided by the Township and shall include, at a minimum, the following information:

- A. Date of complaint
- B. Name, address, and telephone number of the complainant
- C. Description and nature of complaint
- D. Date of resolution of complaint
- E. Description of resolution of complaint

If the complaint has not been resolved, this should also be indicated.

The Township reserves the right to intercede in any unresolved complaint by a resident or property owner, to investigate said complaint and to act as an intermediary to bring the resident and the Contractor together to resolve the complaint.

4.02.23 Conditions under which Contract may be Canceled or Terminated by the Township Commissioners.

If the work under this contract shall be abandoned by the contractor or if the contract shall be assigned or the work sublet by him other than as herein specified, or if at any time, the Commissioners of _____ Township shall be of the opinion and so certify in writing (which certificate shall be final, binding and conclusive on the Contractor) that the performance of the contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract or the specifications thereof or is executing the same in bad faith or not in accordance with the terms thereof, the Township Commissioners may cancel and terminate this contract by a written notice to be served upon the Contractor either personally or by leaving it at his residence or office, and the Township Commissioners shall thereupon have

the power and are hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill this contract, and in such cases, shall have the power and is hereby authorized to charge to the Contractor the amount of loss suffered by the, and upon a reletting of the contract, if amount of monies received by the Township shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall and will pay to the Township the amount of such differences.

4.02.24 Authorizing Township to Perform Contract

If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms thereof and the Township Commissioners decide not to cancel and terminate this contract as provided hereinabove, the Township Manager shall have the power and is hereby authorized to perform or cause or procure to be performed such part of the work as the Contractor shall fail to perform at the expense of the Contractor and to deduct such expenses and collect the cost of same out of the bond filed by the Contractor in any legal proceedings or any loss by reason thereof or both, at the sole option of the Township Manager.

4.02.25 Modification of Contract

This contract and the specifications herein contained may be modified and changed from time to time only as may be agreed upon in writing in a manner not materially affecting the substance hereof, provided however that the consent of the Township Manager be first obtained. Ordinances will be adopted and/or amended by the Township Commissioners to conform to the contract or contracts awarded.

4.02.26 Municipal Recyclable Collection

The Contractor shall provide appropriately sized container(s), as determined by the Township, to collect, transport and process all municipal recyclables from the sites designated in Section 4.01.27, Table 5, at no charge to the Township. This shall include any other recreational areas developed in the future by the Township or any other Township-owned or maintained facility.

4.02.27 **Option 1:** Municipal Billing and Payment Procedure

The mode of contract requires the Township to collect the monthly rate per dwelling unit. The Township will bill the customers quarterly and in advance. In the second month of the quarter, the Township will pay to the Contractor one-third (1/3) of the refuse fees collected during the first month of the quarter, that amount retained being the amount applicable to the second and third months of the quarter. In the third month of the quarter, the Township will add the 2/3 retention from the previous month to the refuse fees collected during the second month and pay to the Contractor one-half (1/2) of the total, that amount retained being the amount applicable to the third month of the quarter. In the first month of the following quarter, the Township will pay to the Contractor the remaining balance of refuse fees collected during the previous three months. The Township will charge the Contractor a collection fee of six percent (6%) of the total amount collected, as set forth in Section 3.06 of the General Conditions. The six percent (6%) shall be deducted from each payment to the Contractor. However, if the Township receives, directly or through the Contractor, an excess of bona-fide complaints of substandard or lack of service within any given month of the calendar quarter, the collection fee shall increase to twelve percent (12%)

of the total amount collected for that month. Excessive complaint schedule is contained in Section 3.06.

Option 2: Municipal Billing and Payment Procedure

The mode of contract requires the Contractor to collect the monthly rate per dwelling unit. The Contractor will bill the customers quarterly and in advance. The Township reserves the right to bill the Contractor a negligence fee of twelve percent (12%) of the total amount collected if the complaints received for substandard service are in excess of the numbers of complaints listed in Section 3.06 for any given month within the quarter.

4.02.28 Deductions to be Made for Vacant Dwelling or Dwelling Units

Deduction from the contract price for dwelling units paid to the Contractor shall be made and Contractor shall make no charge for vacant dwelling units where such vacancy shall have continued for a period of time as set forth in Township Ordinance and where notice thereof shall have been given by the owner of such dwelling unit to the Township.

4.02.29 Additions to the Contract Price

Additions to the contract price for dwelling units shall be made at the established bid price for new dwellings or dwelling units added in the Township after the effective date of this contract.

INSURANCE REQUIREMENTS

5.1 General

Policies shall be written with insurers rated at least “A” by Bests with a financial size category of at least “X”.

Under Items 5.3 and 5.4, _____ Township shall be named as an additional insured and be provided a 30-day notice of intent to cancel a policy or policies.

5.2 Workers’ Compensation, including occupational Disease and Employer's Liability Insurance.

A. Statutory - amounts and coverage as required by Workers' Compensation Laws of the Commonwealth of Pennsylvania.

B. Employer's Liability - at least \$100,000 each accident.

5.3 Public Liability, including coverage for direct operations, sublet work, elevators, contractual liability and completed operations with limits not less than those stated below:

A. Bodily Injury and Property Damage Liability - including personal injuries, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.

Regarding Personal Injury - written on a non-participating basis (with no participation by insured).

5.4 Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and leased vehicles with limits not less than those stated below:

A. Bodily Injury Liability - \$1,000,000 each person; \$2,000,000 each accident.

B. Property Damage Liability - \$1,000,000 each accident; \$2,000,000 per occurrence

5.5 Umbrella Coverage - in the amount of \$2,000,000

CHECK LIST FOR SOLID WASTE COLLECTION CONTRACT

<u>Included</u>	<u>Not Included</u>	
_____	_____	Bid Bond or Certified Check in the amount equal to Ten percent (10%) of the annual bid amount (Sec. 2.04)
_____	_____	Completed Non-Collusion Affidavit (Sec. 2.14)
_____	_____	Notarized Financial Statement and Report (Sec. 3.01)
_____	_____	Plans and Specifications (Sec. 3.02)
_____	_____	Sworn Statement (Sec. 3.02)
_____	_____	Written Approval of Plant or Disposal Area (Sec. 4.01.4)
_____	_____	Letter from a Recycling Center (Sec. 4.02.02)
_____	_____	Letter/Agreement from a Composting Facility (Sec. 4.01.37)
_____	_____	Completed Questionnaire (Page 41)

Documents to be Provided by Successful Bidder after Award

1. Written Agreement with Payment and Performance Bonds
2. Certificate of Insurance for all Insurance Coverage's

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____

S.S.

County of _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____
(Name of Firm)

its affiliates, subsidiaries, officers, director and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(Name of Firm)

Acknowledges that the above representations are material and important, and will be relied on by
_____ Township in awarding that contract for which this bid is submitted. I understand
and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent
concealment from _____ Township of the true relating to the submission of bids for this
contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary Public

My Commission Expires

BID PROPOSAL

Proposal of _____ (hereinafter called "Bidder"),
organized and existing under the laws of the State of _____
doing business as _____.

In compliance with your Invitation for Bids, Bidder hereby proposes:

Solid Waste Collection, Transportation and Disposal Services
and Recycling Collection, Transportation and Processing Services
From Dwelling Units and Small Businesses within the Township of _____

Contract No. _____

in strict accordance with the Contract-Documents, within the time and conditions set forth herein,
and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to enter into a three (3) year contract as stipulated in the Contract Documents.
Bid quotation must be made both in figures and words.

The bid proposal will have **[six (6)]** quotations for Solid Waste and Recyclables.

1. The first quotation will include a monthly rate per dwelling unit for the collection, transportation and disposal of **Option 1, Option 2, Option 3, Option 4, or Option 5** (see Invitation to Bidders, insert appropriate Option) to the disposal facility(ies) mentioned in Section 4.01.04 and a collection frequency of **Option 1 or Option 2** (see Section 4.01.06 – insert appropriate Option) for Regular Customers. **MANDATORY**

2. The second quotation will include a monthly rate per dwelling unit for the collection, transportation and processing of recyclable materials using the method described in Section 4.02.05 with a collection frequency of **Option 1, Option 2, Option 3 or Option 4** (see Section 4.02.06 – insert appropriate Option) for Regular Customers. **MANDATORY**

3. The third quotation will include a monthly, reduced rate per dwelling unit for the collection, transportation and disposal of **Option 1, Option 2, Option 3, Option 4 or Option 5** (See Invitation to Bidders, insert appropriate Option) to the disposal facility(ies) mentioned in Section 4.01.04 and a collection frequency of **Option 1 or Option 2** (see Section 4.01.06 – insert appropriate Option) for Reduced Rate Customers. A reduced rate will be given to residents who qualify for or participate in the Senior Citizen Property Tax Rebate Program. Determination of eligible customers will be made by _____ Township. For bid purposes the assumption

will be that there are _____ residents who will qualify. There is absolutely no guarantee of the preciseness of this number. **MANDATORY**

4. The fourth quotation will include a monthly, reduced rate per dwelling unit for the collection, transportation and processing of recyclable materials using the method described in Section 4.02.05 with a collection frequency of **Option 1, Option 2, Option 3 or Option 4** (See Section 4.02.06 – insert appropriate Option) for Reduced Rate Customers. Eligible candidates will be determined in the same manner as the solid waste Quotation No. 3. **MANDATORY**

5. The fifth quotation will be for **Option 1 or Option 2** (see Section 4.01.30) residential pickup of leaf waste, yard waste, and/or food waste and delivery to _____ (**Option 1, Option 2 or Option 3** - see Section 4.01.37 - insert appropriate Option) by use of the contractor's designated truck. **MANDATORY OR OPTIONAL**

6. The sixth quotation will be for residential pickup of Christmas trees during the month of January and delivery to _____ (**Option 1, Option 2 or Option 3** – see Section 4.01.37 - insert appropriate Option) by use of the contractor's designated truck. **OPTIONAL**

7. The seventh quotation will be for the collection of residential curbside HHW material (see definition of HHW, Section 4.02.04). If unable to provide curbside collection of HHW material, hauler shall provide a quotation for owning and operating a permanent drop-off for HHW material in accordance with State and Federal regulations. If unable to provide curbside collection and/or a permanent drop-off facility, please provide a quotation for a rate per dwelling unit that will be paid by the hauler to the Township to allow the Township to operate a HHW collection program. **OPTIONAL**

8. The eighth quotation will be for the collection of residential curbside e-waste material (see definition of e-waste, Section 4.02.04). If unable to provide curbside collection of e-waste material, hauler shall provide a quotation for owning and operating a permanent drop-off for e-waste material in accordance with State and Federal regulations. If unable to provide curbside collection and/or a permanent drop-off facility, please provide a quotation for a rate per dwelling unit that will be paid by the hauler to the Township to allow the Township to operate an e-waste collection program. **OPTIONAL**

9. The ninth quotation will be for weekly collection of participating small business trash and recyclables (see definition of Small Business, Section 4.01.03). **OPTIONAL**

10. Bidders are invited to submit add-alternate bids for the collection, transportation and processing of additional recyclable materials (beyond the required materials) on the form below, for the Township's consideration. **OPTIONAL**

BID PRICES

Quotation No. 1

Monthly rate of _____, (\$ _____)
Per dwelling unit for Regular Customers for collection and disposal of solid waste.

Quotation No. 2

Monthly rate _____, (\$ _____)
Per dwelling unit for Regular Customers for collection and processing of recyclable materials.

TOTAL OF QUOTATION NOS. 1 and 2 \$ _____

Quotation No. 3

Monthly rate of _____, (\$ _____)
Per dwelling unit for Reduced Rate Customers for collection and disposal of solid waste.

Quotation No. 4

Monthly rate of _____, (\$ _____)
Per dwelling unit for Reduced Rate Customers for collection and processing of recyclable materials.

TOTAL OF QUOTATION NOS. 3 and 4 \$ _____

Quotation No. 5

Monthly rate of _____, (\$ _____)
for weekly pick up of leaf waste, yard waste, and/or food waste and delivery to Composting Facility.

Quotation No. 6

Monthly rate of _____, (\$ _____)
for residential collection of Christmas trees in the month of January (**Option 1 or Option 2 – see Section 4.01.37 - insert appropriate Option**) by use of the contractor's designated truck.

Quotation No. 7

Monthly rate of _____, (\$ _____)
for residential curbside collection or permanent drop-off collection (circle one) of HHW material (see definition of HHW, Section 04.02.04).

Monthly rate of _____, (\$_____/dwelling unit) to be paid by hauler to Township for operation of a HHW collection program (see definition of HHW, Section 04.02.04).

Quotation No. 8

Monthly rate of _____, (\$_____) for residential curbside collection or permanent drop-off collection (circle one) of e-waste material (see definition of e-waste, Section 04.02.04).

Monthly rate of _____, (\$_____/dwelling unit) to be paid by hauler to Township for operation of an e-waste collection program (see definition of e-waste, Section 04.02.04).

Quotation No. 9

Monthly rate of _____, (\$_____) for weekly pick up of participating small business trash and recyclables (see definition of Small Business, Section 04.01.03).

Quotation No. 10 (Add-Alternate)

Bidder may include collection, transportation and processing of additional recyclable items (to be delivered to the _____ Transfer Station/MRF/Composting Facility). (4.02.02)

<u>Recyclable Item</u>	<u>Monthly Cost Per Dwelling Unit-Increase (or Decrease)</u>
_____	_____
_____	_____
_____	_____

EXCEPTION(S) TO CONTRACT DOCUMENT

As defined in the General Conditions, the bidder shall clearly define any exception(s) to the Contract Document. All exceptions shall be fully stated herein below:

Exception To:

Contract Document Item No.

Explanation of Exception

Unless otherwise noted above, the bidder hereby certifies that the Proposal as submitted fully complies with the Contract Documents.

Submitted By: _____
Signed

Representing

Printed

Title _____

Date _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, _____

as Principal, and _____

as Surety, are hereby held and firmly bound unto the Township of _____,
_____, _____ County, Pennsylvania,

in the sum of _____ (\$_____) for the payment of
which, well and truly to be made, we hereby jointly and severally bind successors, assigns and
ourselves.

Signed, this _____ day of _____, 201_.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner
a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, to
deliver:

Solid Waste Collection, Transportation and Disposal Service
and Recycling Collection, Transportation and Processing Services
From Dwelling Units and Small Businesses within the
Township of _____

Contract No. _____

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said bid) and shall
furnish a bond for its faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said bid, then this obligation shall be void.
Otherwise the same shall remain in force and effect, it being expressly understood and agreed that
the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and
its bond shall be in no way impaired or affected by any extension of the time within which the
Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal_____ (L.S.)

(Seal)

Surety_____

By_____ (Seal)

IMPORTANT - Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.

QUESTIONNAIRE

(IMPORTANT - Each bidder must truthfully and fully complete this questionnaire. Attach supplemental page(s) if necessary.

1. Methods to be used in disposing of the material, including a detailed description of manpower to be dedicated to _____ Township (attach additional sheet, if necessary).

2. Precise location of disposal facility, processing facility, and/or composting facility (must conform to the _____ County Solid Waste Management Plan):

Approximate acreage: _____

Improvements thereon: _____

Owned or leased: _____

If leased, give name and address of lesser and terms of lease:

3. Methods, apparatus and equipment to be used for the elimination and control of nuisances which may arise during the process of collection, treating and disposal of material: (set forth in detail)

4. Number and Description of Vehicles:

<u>Make and Year Model No.</u>	<u>Type of Body</u>	<u>Capacity</u>	<u>Present Condition</u>	<u>Present Location</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

5. Experience in the collection and disposal of refuse. How many years have you engaged in the business of collection and disposal of these materials? _____

What municipal contracts similar to this have you had within the last ten (10) years?

<u>Name of Municipality</u>	<u>Date of Contract</u>	<u>Term of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever defaulted in any of the aforementioned contracts? _____

If so, give details. _____

6. Have there been any judgments or are there any unsatisfied judgments entered against you within the past five (5) years? _____

If so, give details. _____

7. Give name and address of Surety Company which has agreed to act as surety on your bond should the contract be awarded to you.

8. List below the names and addresses of Surety Companies which have heretofore bonded you on municipal contracts.

9. Give address and telephone number of local office. If none now exists, indicate proposed location and name of staff personnel in charge. Also, list office hours and personal phone number of bidder.

10. Attach hereto a full and complete statement under notarized oath of financial operating statement for prior year's operation, per Section 3.01 of General Conditions.

The bidder hereby certifies that the answers to this questionnaire are true and correct and further agrees that said answers shall be considered as an integral part of this proposal.

Date Company

By _____
(Printed Name)

_____, being duly sworn according to law, deposes and
Title

says that the facts and answers in the foregoing questionnaire are true and correct to the best of his/her knowledge, information and belief.

(Signature)

Sworn to and subscribed before me

this _____ day of _____ 201_.

Notary Public

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Solid Waste Collection, Transportation and Disposal Services AND Recycling Collection, Transportation and Processing Services from Dwelling Units within the Township of _____.

Contract No. _____

_____ Township has considered the Bid submitted by you for the above-described project in response to its Invitation to Bidders dated _____ and the related Contract Documents.

You are hereby notified that your Bid has been accepted as shown in your Bid Proposal.

You are required by the Instructions to Bidders and/or the General Conditions to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within ten days from the date of this Notice, _____ Township will be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Award to _____ Township, _____, _____, PA ____.

Dated this _____ day of _____, 201__.

FOR _____ TOWNSHIP By: _____

ACCEPTANCE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 201_.

By: _____

Title: _____

NOTE: Failure to return an acknowledgment of this Notice of Award does not relieve the Contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 20__,

By and between the TOWNSHIP OF _____, _____ County, Pennsylvania, hereinafter called "OWNER" and _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor hereby promises and agrees to collect, transport and dispose of all solid waste and collect, transport and process recyclable materials from dwelling units within the corporate limits of _____ Township as at present existing to the satisfaction and acceptance of the Township Commissioners for the term of three (3) years, beginning _____ and ending _____, pursuant to and in strict and full compliance with the Contract Documents, Contract No. _____.

2. Terms used in the Agreement which are defined in the General Conditions, if included in the Contract Documents, shall have the meanings indicated in the General Conditions.

3. The term "Contract Documents" means and includes the following, but shall not be limited to:

- A. Invitation to Bidders
- B. Instructions to Bidders
- C. General Conditions
- D. Specifications
- E. Insurance Requirements
- F. Checklist for Solid Waste Collection Contract
- G. Non-Collusion Affidavit
- H. Bid Proposal
- I. Exception(s) to Contract Documents
- J. Bid Bond
- K. Questionnaire
- L. Notice of Award
- M. Agreement
- N. Performance Bond
- O. Payment Bond
- P. Notice to Proceed

4. The Contractor agrees to complete the project as described in the Contract Documents as shown on the Bid Proposal, for the monthly rate of \$ _____.

5. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the owner.

6. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

FOR THE OWNERS:

CONTRACTOR:

TOWNSHIP OF _____

By: _____

By: _____

(Printed)

(Printed)

(Vice) President

Title

Address

Address

Telephone

Telephone

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor

Address:

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety

Address

hereinafter called Surety, are held and firmly bound unto:

Name of Owner: TOWNSHIP OF _____, _____ County, Pennsylvania

Address

hereinafter called Owner, in the penal sum of:

_____dollars

(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is. such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 201_, a copy of which is hereto attached and made a part hereof, for:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the owner may incur in making - good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201_.

Principal _____

By _____

Title _____

Address _____

Attest: (SEAL)

Witness: _____

Attorney-in-fact: _____

By _____

Address _____

Attest: (SEAL)

Witness: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor _____

Address: _____

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety _____

Address _____

hereinafter called Surety, are held and firmly bound unto:

Name of Owner: TOWNSHIP OF _____, _____ County, Pennsylvania

Address _____

hereinafter called Owner, in the penal sum of:

_____ Dollars

(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind successors, assigns, and ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 201_, a copy of which is hereto attached and made a part hereof, for:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on or rentals of machinery, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201_.

Principal _____

By _____

Title _____

Address _____

Attest: (SEAL)

Witness: _____

Attorney-in-fact: _____

By _____

Address _____

Attest: (SEAL)

Witness: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: Solid Waste Collection,
Transportation and Disposal Services AND
Recycling Collection, Transportation and
Processing Services from Dwelling Units and Small
Businesses within the Township of _____

Contract No. _____

You are hereby notified to proceed in accordance with the Agreement dated _____

_____, 201_.

FOR THE OWNERS:

_____ **TOWNSHIP**

By: _____

Printed _____

Title _____

You are required to return an acknowledgment of this Notice to Proceed to _____
Township, _____, _____, Pennsylvania _____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____
_____ this _____ day of _____, 201_.

By _____

Printed _____

Title _____

NOTE: Failure to return acknowledgment of the Notice to Proceed does not relieve the Contractor of conditions imposed by the Agreement.

Model Recycling Ordinance

Model Recycling Ordinance Guidelines

This solid waste management plan recommends passage of similar guidelines or rules and regulations intended to address issues that, by their nature change from time to time. These guidelines, then, can be amended through the municipal resolution process without changing the ordinances themselves.

Mandated and Voluntary Recycling

The County Solid Waste Management Plan recommends that suburban communities, as well as rural municipalities, consider passage of a voluntary curbside collection program that requires the haulers to recycle if residents or non-residential establishments choose to recycle.

Your Options

These guidelines, as they are written, provide regulatory guidance for a municipality that is mandating curbside and commercial recycling and yard waste collection. If a municipality is establishing a program with voluntary curbside and/or commercial collection, the guidelines will be altered slightly to reflect that.

- Change this section to describe recycling preparation for those that choose to recycle, rather than requiring everyone to recycle as the case may be in a mandatory community. **(Section 1.0)**
- Preparation of recyclables is still important and the guidelines should provide direction to those that wish to recycle. It is recommended that the County and/or municipality reach out to local processing facilities and end users to verify the types of materials that have markets and shall be included in the materials to be recycled by residents and businesses.
- The rules for haulers and recyclers will not change in a voluntary municipality. They will still be required to recycle all the materials separated for recycling by residents, businesses or institutions. **(Section 3.0)**

- Voluntary municipalities will not need requirements for multifamily and non-residential entities to provide education and receptacles, so this section may be changed or eliminated to reflect this. **(Section 3.0)**
- Similarly, voluntary municipalities will not necessarily need requirements for integrated waste management and this may be omitted. **(Section 4.0.3.)**
- Guidelines or Rules and Regulations that may be changed from time to time by resolution, allowing the municipality the flexibility to update details related to recycling or waste management. This needs to be specifically noted in the ordinance.

The language provided in these model guidelines describes the ideal provisions for recycling and waste management practices, but a municipality may decide that some slight variation is preferable for their particular situation.

Sections or words that should be modified for *municipality* are shown in *colored italics*.

RESOLUTION NO. _____

ESTABLISHING RECYCLING GUIDELINES FOR

WHEREAS, the *Municipality* adopted certain Recycling Guidelines pursuant to _____ of the *Municipality* Code of Ordinances; and

WHEREAS, numerous amendments have been made to said Recycling Guidelines since the time of their adoption; and

WHEREAS, for purposes of clarity the *Municipality* desires to restate said Recycling Guidelines as amended into one document; and

WHEREAS, the *Municipality* also desires to establish said Recycling Guidelines, as restated, to update them with regard to certain changes in state law and Municipality ordinances, all as hereinafter set forth.

NOW THEREFORE, be it resolved and the same is hereby resolved, by the *Governing Body of the Municipality* that the Recycling Guidelines attached hereto as Exhibit "A", which Exhibit "A" are hereby adopted in its entirety the *Municipality* Resolution _____ thereto.

DULY adopted by the *Governing Body* of the *Municipality* this _____ day of _____, 201_.

Recycling Ordinance Guideline Table of Contents

1.0 INTENT

2.0 RESPONSIBILITIES OF PERSONS REQUIRED TO RECYCLE

1. Overall Requirements
 - A. Materials to Be Separated for Recycling
 - B. Preparation of Materials
2. Residential Requirements
3. Businesses, Institutions, and Multi-family Requirements
 - A. Containers and Receptacles
 - B. Education
4. Other Recycling Provisions

3.0 RESPONSIBILITIES OF HAULERS

1. General Hauler Responsibilities
2. Time of Collection
3. Collection & Delivery of Recycles
 - A. Manner of collection/Collection vehicles
 - B. Delivery of recyclables/Material specifications
 - C. Reporting of alternative marketing
 - D. Non-designated processor requirements
 - E. Materials to Approved Facilities
 - F. Reporting the Origin of Materials
 - G. Customer List Submission
 - H. Bin Distribution
4. Other Hauler Requirements
 - A. Licensing requirements (Reserved)
 - B. Service description required
 - C. Low volume generation discount required
 - D. Vehicle facility requirements
 - E. Hauler training/meeting attendance required

- F. Form completion required
- G. Office staffing or answering service required

4.0 MISCELLANEOUS

1. Designated Recycling Containers
 - A. Residential bins
 - B. Commercial/multifamily containers
2. Accommodations for the Disabled
3. Integrated Waste Management Required
 - A. Integrated, comprehensive service required
 - B. Container specifications
 - C. Exemption requests
 - D. Municipally provided services permitted
4. Variance
 - A. Suspension of Processing
 - B. IRC Approval
5. Enforcement

Municipality Recycling Guidelines

1.0 Intent. The following represent guidelines, adopted pursuant to the Collection and Recycling of Waste Ordinance (hereinafter "Part 2A") of the *Municipality* and shall regulate the manner in which said Ordinance is to be effectuated. Any and all words and phrases used in these guidelines shall have the same meaning ascribed to them in the Ordinance if so defined in said Ordinance. All other terms shall have the meaning ascribed to them under the Municipal Waste Planning, Recycling and Waste Reduction Act, and if not so defined in said Act, the meaning ascribed to them in every day usage.

2.0 Responsibilities of Persons, Organizations, Businesses and Institutions Required to Recycle.

1. Persons owning, occupying and/or responsible for any residential or multifamily establishment, business, institution, public place or community event shall perform the following duties:
 - A. Separate from municipal waste (trash) the following materials for recycling:
 - (1) Aluminum cans and foil pans. Other scrap aluminum is excluded from curbside recycling collection.
 - (2) Clear and colored (brown and green) glass bottles and jars. Excluded is plate glass, window glass, drinking glasses, mirror glass, automotive glass, blue glass, leaded glass, pyrex, porcelain and ceramic products, light bulbs, caps and lids.
 - (3) Bimetallic, steel cans, metal paint cans and empty aerosol cans. Other scrap metal is excluded from curbside recycling collection.
 - (4) Newspaper (including inserts), telephone books, magazines, catalogs, bulk mail, envelopes, letters, office paper and similar printed marketable paper. Whenever such paper, with the exception of newspaper and telephone books, is placed for recycling together, the same shall hereinafter be referred to as

"mixed". Excluded are paper towels or tissues and laminated or other plastic coated paper.

- (5) Plastic bottles and jugs. Excluded are wide mouth containers, tubs, cups, trays, pots and other non-bottle plastics.
- (6) Leaf waste.
- (7) Yard waste.
- (8) Food waste.
- (9) Corrugated cardboard and paperboard or pressboard.
- (10) Televisions, computers and computer peripherals as described in the Covered Device Recycling Act (PA Act 108 of 2010).
- (11) Household hazardous waste material (HHW).
- (12) Metal appliances, including those that contain Chlorofluorocarbon refrigerants including but not limited to refrigerators, freezers, air conditioners and dehumidifiers

B. Prepare recyclables for collection as follows:

- (1) Thoroughly rinse all bottles and containers, and re-attach all similar material caps and lids. Place all bottles and containers, including the empty oil bottles and containers, in a designated recycling container.
- (2) Place all newspaper (including inserts), magazines, catalogs and telephone books in kraft bags (brown paper grocery bags), or recycling container designated for paper collection.
- (3) Separate magazines, catalogs and other mixed paper (except newspaper and telephone books as described in Section 2.0.1.B.2) and place the same in a paper bag or covered recycling container designated for paper collection.
- (4) Leaf waste, yard waste and food waste shall be separated from general refuse for processing by one and/or all of the following methods: placed in a paper leaf bags for collection by *Municipality* collection crews or designated haulers; ensuring, however, that said

leaves are not placed on any such public street and said leaves do not cause a sight distance problem for vehicular traffic; or residents may transport the bagged leaf waste to processing areas designated by the *Municipality*. Place in a designated container for food waste, ensuring the lid is securely shut when placing by the curb. Yard waste must be securely tied into bundles of not more than five feet in length, 18 inches in diameter and weighing no more than 75 pounds. Date of collection in neighborhoods will be announced through schedules published in a locally circulated newspaper or *Municipality* Web Site.

- (5) Corrugated cardboard and paperboard shall be separated and bundled, placed in an appropriate waterproof container or contained within another cardboard box.
 - (6) Electronics, HHW and metal appliances shall be prepared for collection so as to assure that hazardous or regulated constituents are not released into the air, onto the ground or into the waterways of the Commonwealth.
 - (a) Cathode ray tube devices shall not be broken and shall be kept out of the weather until the day of special bulky collection.
 - (b) Chlorofluorocarbon refrigerant materials shall not be removed except by a licensed remover in accordance with Section 608 of the United States Clean Air Act of 1990
2. Residential dwelling occupants shall place recyclables for collection at the location designated by agreement between the resident and the resident's contracted hauler. The recyclables shall be collected not less than once a week in accordance with Section 3.0.2.A of this subpart.
 3. Owners, managers and/or occupants (including, but not limited to, lessees and sub lessees) of businesses, institutions, multi-family rental housing property with four (4) or more units or managers and/or organizers of community events or public areas shall facilitate the separation or separate from municipal waste

(trash) for recycling materials in accordance with Section 2.0.1.A, Section 2.0.1.B and the following requirements:

- A. Provide containers/receptacles, as specified in Section 4.0 of these Guidelines, in which occupants of said businesses, institutions, events, public space or rental units shall be able to place prepared recyclables. Said containers/receptacles shall be placed in a location convenient and agreed upon by both the owner/occupants and the hauler servicing said business, institution, event, or rental property.
 - (1) All floors of multi-story buildings shall have recycling receptacles or provisions for staff or residents' use.
 - (2) Recycling shall not be able to accumulate to a point or in a manner that constitutes a threat to public health or safety or becomes a deterrent to recycling. This shall include but not be limited to overflowing containers.
 - (3) All businesses, institutions, community events, public areas and multi-family buildings shall be required to meet the following receptacle standards.
 - (a) Separate receptacles for commingled containers and recyclable paper unless the contracted hauler provides single-stream recycling service.
 - (b) Clearly marked as recycling containers
 - (c) Different in appearance or color to waste containers
 - (d) Placed next to waste receptacles
 - (e) Covered with lids or covers with specialized openings making it clear that the container is for recycling
 - (4) Recycling receptacles and arrangements in the following establishments shall meet these minimal requirements:
 - (a) Multi-family buildings shall be equipped with receptacles with a total minimum holding capacity of 32 gallons per unit based on weekly collection.

- (b) Commercial/institutional buildings and community events shall be equipped with receptacles at every workstation and eating area or next to every waste receptacle.
 - (c) The recycling containers/receptacles serviced by a hauler at regular intervals which shall not be less than once a week, all in accordance with Section 3.0.2.B of this subpart to prevent recyclables from overflowing and causing an unsightly nuisance.
 - (d) Ensure that the recyclables are not contaminated with refuse and/or garbage.
 - (5) The *Municipality* or its authorized agents may establish more detailed standards and procedures for said preparation to assure optimal compliance. Said detailed standards shall be presented to the owner or manager in writing or electronically and shall require that the provisions be in place within a designated time period.
- B. An owner, manager, authorized representative of a multifamily housing property, or hauler shall provide written instructions explaining the specific recycling arrangements and requirements within the multifamily building to all occupants:
 - (1) Upon move in
 - (2) Within a month of being notified by the *Municipality*, its authorized agent, or hauler of changes to the guidelines
 - (3) Otherwise at least twice per year
- 4. Persons owning, operating and/or occupying commercial, municipal and/or institutional establishments within the *Municipality* shall be exempt from the duties of Section 2.0 of these guidelines, if said persons have otherwise provided for the recycling of materials they are required by these Guidelines to recycle. To be eligible for an exemption under these Guidelines, a commercial or institutional solid waste generator must annually provide written documentation, on forms provided by the *Municipality*, to the *Municipality* on

February 15 of each year regarding the total number of tons recycled pursuant to said exemption.

5. The requirement to separate said recyclable materials from each other as described in Section 3.0.B.2 (such as commingled bottles and cans being separated from mixed recyclable paper) may be waived only if the recycling facility processing and marketing these materials document their contamination rate is less than five percent. Approved facilities shall permit the *Municipality* or its authorized agents to inspect and evaluate their operations to confirm that the contamination rate is less than five percent by weight. These inspections may include review of sales records, recyclable material audits, material analysis and/or contamination evaluation.

3.0 Responsibilities of Haulers

1. General Hauler Responsibilities.
 - A. [Reserved]
 - B. Except as otherwise provided in these Guidelines, any person desiring to collect municipal waste within the *Municipality* shall also collect recyclables in the manner as herein set forth.
 - C. Any person desiring to collect municipal waste but not desiring to collect recyclables within the *Municipality* shall present an executed contract, satisfactory to the *Municipality*, evidencing an agreement between said person and a hauler setting forth at a minimum, the following:
 - (1) The names of the parties.
 - (2) The term of the agreement (which said term shall not be less than 1 year).
 - (3) A provision requiring the hauler who will be collecting the recyclables to collect recyclables from all customers of the person desiring not to collect said recyclables.
 - (4) A provision requiring the collection of the recyclables from residential establishments as per these Guidelines and at least once

a week for the servicing of commercial, municipal and institutional establishments.

(5) A provision requiring the hauler of recyclables to abide by the recycling ordinances and the guidelines promulgated there under.

(6) [Reserved]

D. [Reserved].

2. Time of Collection of Recyclables.

A. Recyclables shall be collected from residential establishments on _____ (day of week) and beginning on _____, 201__ and every week thereafter.

B. Recyclables shall be collected from multi-family rental housing property with four (4) or more units, commercial, municipal and institutional establishments and from community activities at a frequency mutually agreed upon between the establishment and/or sponsor and the hauler but in all events shall not be less than once every other week, and at such intervals which prevents recyclables from overflowing and causing an unsightly nuisance.

3. Manner of Collection and Delivery of Recyclables.

A. Manner of Collection.

(1) If recyclables are collected in the same vehicle as, and simultaneously with municipal waste (trash), the recyclables shall be kept completely separate by a solid barrier, approved by the *Municipality*, of sufficient strength, size and composition to ensure that the recyclables are not contaminated whatsoever.

(2) If recyclables are collected in the same vehicle used for collection of municipal waste (trash), but not collected simultaneously therewith, the said vehicle shall be thoroughly cleansed of all such waste, in accordance with Federal State and local law, prior to collection of recyclables to prevent any contamination whatsoever.

- (3) Haulers shall ensure that all recyclable paper, (including newspaper, inserts, magazines, catalogs, mixed paper and telephone books), collected by said hauler, shall be kept separate from not only municipal waste (trash), but also from other recyclables, in and/or on all collection vehicles.
- (4) Recyclables collected by a hauler from residential establishments and multi-family rental housing property with four (4) or more units and recyclables collected from commercial, municipal and/or institutional establishments shall be separated and prepared by the hauler in accordance with _____ (applicable section of Ordinance) Section 3.0.3.B, hereof.
- (5) The *Municipality* or its authorized agents may establish more detailed standards and procedures for said collection to assure optimal compliance and for the health safety and welfare of the workers and general public. This may include inspection of collection vehicles and approval of recycling provisions for recycling vehicles. If found deficient, said detailed standards shall be presented to the owner or manager in writing or electronically and shall require that the provisions be in place within a designated time period. Failure to meet the vehicle standards established by the *Municipality* or its authorized agent shall constitute illegal collection of recyclable material.

B. Delivery of Recyclables.

- (1) Recyclables shall be collected and separated and be delivered pursuant to Section 3.0.3.A hereof, by all haulers to the approved recycling centers responsible for the processing and marketing of such materials, which said center shall be designated by the *Municipality* from time to time pursuant to the _____ (applicable section of Ordinance), unless the hauler can demonstrate, to the satisfaction of

the *Municipality*, that all recyclables are being fully recovered through other means.

- (2) All haulers shall deliver all recyclables to approved recycling processing centers in accordance with the following specification:
 - (a) Corrugated Paper. Must be clean, dry, non-waxed corrugated paper ("cardboard") and paperboard boxes and packages.
 - (b) Glass. All glass must be separated by color (clear, green and brown) unless the material is being taken to an approved single-stream or dual stream commingled facility. Only container glass will be accepted. Caps and lids must be removed. Glass should not be crushed. No ceramics, china, drinking glasses, plate glass, light bulbs or Pyrexware shall be included.
 - (c) Office Paper. Both blank and printed white ledger, and colored paper (as long as it is not brightly colored), envelopes, magazine, catalog and computer printout paper may be mixed together. No brightly colored paper, paper clips, laminated paper or other plastic or plastic coated papers shall be included. All paper must be clean and dry and free of excessive contamination.
 - (d) Metal Cans. Steel, aluminum and bimetal food and beverage cans may be mixed together. Empty steel paint cans shall also be accepted. All empty aerosol cans shall be accepted. All material should be free of food residue and liquid paint.
 - (e) Plastic Bottles. Only plastic bottles shall be delivered. Containers must be free of residue. No wide-mouth tub containers (margarine, yogurt, etc.) shall be delivered to any center for processing.

- (f) Newspaper and telephone books - Must be free of wet or excessively soiled paper or broken glass. Newspaper and telephone books shall be separated and placed for collection in separate paper bags or recycling bins.
 - (g) Televisions, computers and computer peripherals as described in the Covered Device Recycling Act (PA Act 108 of 2010) shall be delivered to properly permitted facilities. Televisions and monitors shall be delivered unbroken so as to minimize release of toxic constituents.
 - (h) Household hazardous waste material to be delivered in a manner compliant with State and Federal Regulations, so as to minimize risk of both transporter and receiver.
 - (i) Metal appliances, including those that contain Chlorofluorocarbon refrigerants including but not limited to refrigerators, freezers, air conditioners and dehumidifiers shall be delivered to facilities designated by the *Municipality* or those that provide for the recovery of the Chlorofluorocarbon refrigerants.
- C. If any and/or all recyclables are being fully recovered by other means, it shall be the responsibility of the hauler to report the amount of each recyclable so recovered to the *Municipality*, quarterly, by the 10th calendar day following the end of each quarter ending on March 30, June 30, September 30 and December 31 of each year.
- D. In the event that any hauler has a contract or agreement to deliver some, but less than all, recyclables to a non-designated site for recovery, then the procedures set forth in the _____ (applicable section of Ordinance), shall be followed.
- E. Haulers must deliver each load of recyclables collected in the *Municipality* to one (1) permitted processing center as the same is delineated in the

- _____ (applicable section of Ordinance), unless otherwise provided in said ordinance this Part 2A.
- F. Haulers must report, to the recycling processing center at which said recyclables are delivered, the quantity and/or volume of each load of recyclables collected in the *Municipality* and delivered to the said recycling processing center.
 - G. Continuing with the prior requirements as established in _____ (year), and for each year hereafter, haulers shall submit to the *Municipality*, a current list of the addresses of the applicant's customers who are located and/or reside in the *Municipality* from which municipal waste and/or recyclables are collected.
 - H. Haulers may receive recycling containers from the *Municipality* and distribute the same to each of the residential establishments and each unit of a multi-family rental housing property with less than four (4) units as noted on said person's customer list submitted pursuant to subsection (G) above. Distribution of the said containers shall be accomplished within fourteen (14) days of receipt of said containers from the *Municipality*.
4. Hauler Requirements.
- A. [Reserved]
 - B. All haulers, during the month of December of each and every year, shall distribute to every owner and/or occupier of any residential establishment and/or multifamily rental housing property with more than four units, a written customer specification or service summary that lists, with regard to said hauler:
 - (1) Day of municipal waste collection.
 - (2) Day and week of recyclable collection.
 - (3) Arrangements for special collection of bulky waste, electronics, HHW, corrugated cardboard, yard waste, leaf waste, food waste, and/or construction and/or demolition waste.

- (4) Rates and billing arrangements for all services offered to the specific individual who is receiving said customer specification and/or service summary.
- C. All haulers shall offer a low volume generator rate in addition to standard subscription rates for owners and/or occupiers of residential establishments. All levels of service will include unlimited collection of recyclables generated at residential establishments and/or each unit of a multifamily rental housing property with more than four (4) units at least once every other week and weekly collection of municipal waste as detailed in the hauler's customer specifications and/or service summary.
- D. Facilities for storage, maintenance and parking of any motor vehicles and/or trucks, equipment or any and all materials collected and/or owned by a hauler shall comply with all applicable zoning ordinance requirements and any other applicable local, State and Federal laws, rules and/or regulations.
- E. At least one (1) individual employed by a hauler to collect municipal waste and/or recyclables must participate in training sessions and/or meetings specified and/or sponsored by the County and/or the Municipality, the time of which shall not exceed six (6) hours in length per year. Written notice of said training sessions and/or meetings shall be given to the hauler by the entity specifying and/or sponsoring the same.
- F. All haulers shall complete and submit all forms and surveys required by the *Municipality* and/or the County by deadlines established and noted on the form or survey.
- G. All haulers shall have office staff and/or telephone answering service available for accepting calls and/or complaints expressed in person or by telephonic means from any residential, commercial, municipal and/or institutional establishment for which the hauler is providing hauling

services from 8:30 a.m. until 4:00 p.m., Monday through Friday, except for holidays on which residential collection is prohibited.

4.0 Miscellaneous.

1. Designated Recycling Containers.

- A. All recycling containers shall be approved by the *Municipality* and residential containers shall be available in the business office of the *Municipality*, which said office shall supply the said container at the price for which the *Municipality* paid for the same.
- B. Recycling containers/receptacles for storing recyclables at multi-family rental housing property with four (4) or more units, commercial, municipal or institutional establishments and for community activities shall be of an appropriate size to accommodate a quantity of material which will be accumulated over a predetermined, mutually agreed upon time period, and shall be provided by either the owner/sponsor of the establishment/activity or the hauler. The recycling container/receptacle must be clearly marked as a recycling container/receptacle.

2. Accommodations for the Disabled.

- A. When the provisions of this Part require that recyclables be placed for collection at a location designated by agreement between the resident and the hauler and the hauler has been notified by the resident that said resident has a disability pursuant to the definition of the same under the Americans with Disabilities Act of 1990, which said disability prevents the resident from placing recyclables at the curbside for collection, then the hauler shall make reasonable accommodations with the said resident to collect the resident's recyclables at a place more accommodating to said resident.
- B. If a person who is disabled pursuant to the immediately preceding subsection, requests said person's hauler to make reasonable accommodations as to a more accommodating place for placement and

collection of municipal waste, refuse and/or recyclables and said hauler refuses and/or the person believes the accommodations made are not reasonable, said person or said person's agent (hereinafter "complainant") shall notify the Manager of the *Municipality* within 30 days of said accommodations, if believed to be unreasonable by the complainant, or within 30 days of a request by the complainant for reasonable accommodations if none have been made by the complainant's hauler. The Manager of the *Municipality* or the Manager's duly authorized agent shall, within 15 days of said notice by the complainant, investigate the complaint and if found to be valid shall, within 30 days of said complaint, notify the complainant's hauler, in writing, by certified mail, return receipt requested, of the deficiency, with a photocopy of said notice to the complainant and indicate the corrective action to be taken within 10 days of receipt of said notice. Failure of said hauler to comply with the directives of the notice shall constitute a violation of this Part and may subject said hauler to penalties.

3. Integrated Waste Management Required

- A. Waste and recycling services shall be offered as an integrated and comprehensive service. Haulers must offer waste and recycling services as a bundled package that includes collection services for Municipal Solid Waste and all recyclables (except yard waste) as required by these Guidelines.
- B. As part of this integrated system, the hauler is additionally responsible for provision of dumpsters, carts, bins or other containers in which waste or recyclables shall be deposited for collection in all commercial, institutional, industrial and multi-family establishments. Said containers shall:
 - (1) Be clearly labeled as recycling or waste containers;
 - (2) Have operable and secure lids; and

- (3) Be water-tight so as to prevent the leakage of liquids or allow easy access for rodents or other vectors.
 - C. An exemption to the requirements contained in this Section 4.0.A shall be requested in writing or electronically via e-mail or web-based communication to the *Municipality* or its authorized agent. An exemption shall be granted only if all recycling requirements described in these guidelines are met, as determined in the sole and absolute discretion of the *Municipality*.
 - D. Nothing in this part shall preclude the *Municipality* or its authorized agent from providing recycling services on behalf of the contracted hauler.
4. Variances.
- A. Suspension of Processing Recyclables. The County shall be authorized to suspend the processing of certain recyclables for reasons deemed appropriate by the said recycling coordinator including, but not limited to, market conditions and every said suspension shall be based upon reliable and documented data showing the necessity of the same. Said recycling coordinator shall endeavor to notify, in writing, all recycling processing centers of the recyclables subject to the suspension and/or of the termination of any such suspension of processing. All suspensions of recyclables shall be terminated upon notification of the recycling coordinator to the *Municipality*. In no event shall the number of designated recyclables to be collected fall below the minimum number of recyclables required to be collected as set forth in Act 101, as amended.
 - B. County Approval. The County is hereby authorized to permit, approve, ratify and/or deny any request for suspension of the processing of recyclables. The County shall review all suspensions of recyclables at every regular meeting to determine whether to terminate the said suspension and thereby reinstate the processing of the recyclables which had been subject of the suspension. Nothing herein contained in this

Section shall permit the haulers to reject any recyclables placed for collection which include the suspended recyclable items and said hauler shall continue to collect all recyclables so designated by these Guidelines.

5. Enforcement. The County Board of Commissioners, *Municipality* Code Enforcement Department and the *Municipality* Police Department are hereby authorized to enforce the provisions of these Recycling Guidelines, and any and all Solid Waste and/or Recycling Ordinances, all as may be amended from time to time, enacted by the *Municipality* of _____.

**Model Solid Waste and Recycling Ordinance
For Drop-Off Recycling Communities**

Model Solid Waste Ordinance for Drop-off Recycling Communities

This solid waste management plan recommends consideration of a similar ordinance, addressing, at a minimum, the following issues. The section in the model ordinance is noted.

Issues that should be addressed

- Standards for waste collection trucks (§102.2.)
- Standards for waste and recycling containers (§102.3.)
- Prohibition of the burning of recyclable materials (§103.3.)
- Regulations to assure that waste is properly handled by the generator (§104.1.) This section assures that waste and/or recycling is:
 - Properly contained
 - Collected regularly (including special and bulky wastes/recyclables)
 - Not permitted to accumulate for extended periods. This is also addressed in (§105.2.)
- Waste service is required for all residential, commercial and institutional entities (§104.3.)
- Guidelines or Rules and Regulations that may be changed from time to time by resolution, allowing the municipality the flexibility to update details related to recycling or waste management (§105.4.)

Issue that may be addressed

- If you are requiring recycling or the collection of that which is voluntarily recycled:
 - You may wish to specify that the material goes to a recycling facility that recycles properly and for which the recycling office can secure documented recycling data (§103)
 - You may also wish to specify how recycling will be prepared and collected (§104.2.E and F).
- Whether by drop-off or curbside collection, you may also wish to describe how recycling is to be prepared so that it is not unmarketable or badly contaminated (§104.3.A.6.).
- If you wish to restrict collection days and/or times, collection requirements may be specified (§104.2.). This may be unnecessary in more rural areas but very important in some boroughs or suburbanized municipalities.

- You may also wish to require insurance coverage for your waste and/or recycling haulers, so as to protect the interests of your municipality (**§105.1.**).

The language provided in this model ordinance describes the ideal provisions for recycling and waste management practices. But your municipality may decide that some slight variation is preferable for your particular situation. These sections or words are shown in *colored italics*.

Introduced:

Adopted:

ORDINANCE NO. ____
SOLID WASTE AND RECYCLING ORDINANCE

AN ORDINANCE OF THE *MUNICIPALITY* ENTITLED "*MUNICIPALITY* SOLID WASTE AND RECYCLABLES STORAGE, COLLECTION, DISPOSAL AND PROCESSING ORDINANCE"

REGULATING THE STORAGE, COLLECTION AND DISPOSAL/PROCESSING OF SOLID WASTE

§101. TITLE, PURPOSE AND DEFINITIONS.

1. Title. This Ordinance shall be known as the "*Municipality* Solid Waste and Recyclables Storage, Collection, Disposal and Processing Ordinance."
2. Intent and Purpose.
 - A. It is the intent and purpose of this Ordinance to promote the public health, safety and welfare and to eliminate public health hazards, environmental pollution and economic loss by providing that all residential, commercial and industrial refuse accumulated or stored upon any property within the *Municipality* shall be collected and removed by a responsible person or hauler and shall be disposed in an area authorized by and approved by the *Municipality* in accordance with all State, Federal and local laws and ordinances.
 - B. It is also the intent and purpose of this Ordinance to promote the public health, safety and welfare and to eliminate public health hazards, environmental pollution and economic loss by providing that all material separated and stored for recycling at any residential, commercial, institutional or municipal establishment in accordance with the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) and local ordinances and regulations shall be collected and removed by a responsible person or hauler and shall be delivered to a recycling processing center authorized by the

Municipality for processing and marketing in accordance with all State, Federal and local laws and ordinances.

3. Definitions. For the purpose of interpreting the provisions of this Ordinance, the following words shall have the meaning or meanings ascribed:

ASHES - residue from the burning of coal, coke or other combustible material.

BULKY WASTES - municipal waste which is too large and/or heavy to be placed in standard 30 gallon garbage (municipal waste) bags and/or garbage (municipal waste) receptacles including, but not limited to, appliances, furniture and large auto parts.

CARTWAY - paved area of street, alley, road, avenue, etc.

CONSTRUCTION and/or DEMOLITION WASTE - solid waste (as defined in Act 101) resulting from the construction and/or demolition of buildings and other structures including, but not limited to, wood, plaster, metals, asphaltic substances, brick block and unsegregated concrete. The term also includes dredging waste. The term does not include the following, however, if the same are separate from other waste and are used as "clean fill" (e.g. material used to level uneven areas of real estate):

- (1) Uncontaminated, soil rock, stone, gravel, unused bricks and/or concrete.
- (2) Waste from land bearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

DISPOSAL - storage, collection, disposal or handling of garbage, municipal waste and other refuse material.

E-WASTE – those discards that include computers, monitors, televisions, audio equipment, printers, and other electronic devices.

FOOD WASTE - post consumer food residuals, but does not include cardboard, paper towels, napkins, waste paper products, or food packaging.

GARBAGE - all crockery, dishes, ashes, cinders, rubber, linoleum, asphalt or tarry products (e.g. roofing paper and shingles), grease and putrescible animal, fish, fowl, fruit or vegetable waste incident to and resulting from the use, preparation, cooking and consumption of food.

HAZARDOUS WASTE - any garbage, refuse, sludge from an industrial or other wastewater treatment plant, sludge from a water supply treatment plant or air pollution control facility and other discarded material, including solid, liquid, semisolid or contain gaseous material resulting from municipal, commercial, industrial, institutional, mining or agricultural operations and from community activities or any combination of the above. Does not include solid or dissolved material and domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under §402 of the Federal Water Pollution Control Act, as amended, (86 Stat. 880) or source, special nuclear or byproduct material as defined by the U.S. Atomic Energy Act of 1954, as amended, (68 Stat. 923), which, because of its quantity, concentration or physical, chemical or infectious characteristics may:

- (1) Cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population.
- (2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

The term of "hazardous waste" shall not include coal refuse, as defined in the Act of September 24, 1968 (P.L. 1040, No. 318), known as the "Coal Refuse Disposal Control Act." Hazardous waste shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to Act of June 22, 1937 (P.L. 1987, No. 394), known as the "Clean Streams Law."

HAULER - a person who collects, transports and/or disposes of municipal waste, other refuse material and/or recyclables from residential, commercial and/or industrial establishments.

HOUSEHOLD HAZARDOUS WASTE (HHW) – those wastes produced in the household that are hazardous in nature, but are not regulated as hazardous waste, under federal and state laws.

LEAF WASTE - deciduous and coniferous seasonal deposition.

MUNICIPAL WASTE - any garbage, refuse, industrial lunchroom or office waste and other material, including liquid, semi-solid or contained gaseous material, resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities (including, but not limited to, festivals). The term does not include source separated recyclable materials.

MUNICIPALITY - the municipality adopting and enforcing this Ordinance and any amendments thereto. Any reference to the *Municipality* herein shall also be a reference to any designee or agent of the said *Municipality*.

NUISANCE - any condition, structure or improvement which shall constitute a threat to the health, safety or welfare of the citizens of the *Municipality*.

OCCUPANT - person generally in possession and control of any residential, commercial, institutional or industrial establishment.

PERSON - every natural person, association, firm or corporation. Person also includes a lessee as well as an owner of a residential establishment and includes a person, association, firm or corporation which owns a residence or business.

RECYCLABLES - materials generated by a person which can be separated from municipal waste and returned to commerce to be reused as a resource in the development of useful products. Recyclables include at a minimum, the following: newsprint, aluminum cans, bimetallic cans, clear and/or colored glass, plastic beverage containers, high grade office paper, corrugated paper and paperboard, leaf waste, e-Waste, HHW, and such other materials as may be designated or deleted from time to time by resolution.

RECYCLING PROCESSING CENTER - a facility that receives, sorts, separates, prepares and markets collected recyclables.

REFUSE - any material other than residual waste, municipal waste, hazardous waste and/or recyclables.

RESIDUAL WASTE - any garbage, refuse, other discarded material or other waste including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and any sludge that is not otherwise hazardous from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility or recycling processing center, provided that is not hazardous. The term "residual waste" shall not include coal refuse, as defined in the Coal Refuse Disposal Control Act. Residual waste shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to the Clean Streams Law.

SPECIAL RECYCLABLES - recyclables other than those recyclables mandated herein to be collected at the curb side, that are marketable as scrap, recyclable or reusable such as angle and cast iron, copper, etc.

WASTE DUMPSTER and/or WASTE CONTAINER - any non-motorized and/or nonpropelled receptacle designed to hold and/or receive municipal waste and/or other refuse material, capable of being lowered and lifted by motor vehicle or truck for the purpose of municipal waste and/or other refuse material collection.

In this Ordinance, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Other words not defined herein shall have the meaning set forth in the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) and any regulations promulgated from this Act or related statutes, the _____

(applicable section of Ordinance), and any other applicable ordinance or regulation of the *Municipality*.

§102. HAULER REQUIREMENTS.

1. Collection Vehicles; Specifications and Condition.

- A. No hauler shall operate, cause or permit to be operated, any motor vehicle or truck for collecting of municipal waste and/or other refuse material within the limits of the Municipality unless such motor vehicle or truck shall be equipped with a fireproof and leak proof compacting compartment or have provisions to securely cover waste or recycled material. If waste or recyclables are collected in open bed vehicles, said items and materials shall be secured and completely covered with a water proof tarpaulin.
- B. No vehicle used in the collection, transportation or disposal/processing of municipal waste, recyclables and/or other refusal material shall scatter any of said material, leachate or vehicle fluids on the streets, roads, highways, alleys or other property (private or public) in the *Municipality*.
- C. Vehicles used to collect or transport municipal waste and/or other refuse materials shall be maintained in a sanitary condition so as to present as satisfactory outward appearance and shall meet all the requirements of the *Municipality* and the Pennsylvania Department of Environmental Protection.
- D. Vehicles used to collect or transport municipal and residual waste in the state of Pennsylvania shall be licensed by the Pennsylvania Department of Environmental Protection, pursuant to The Waste Transportation Safety Act (Act 90). This applies to waste transportation vehicles (trucks and truck tractors) with a registered gross vehicle weight greater than 17,000 lbs., and trailers with a registered gross vehicle weight greater than 10,000 lbs. All waste haulers operating in the *Municipality* must have a valid Waste Transporter Authorization.
- E. The *Municipality* or its agent shall have the right to inspect any vehicles used to collect or transport municipal waste, other refuse material or recyclables at any reasonable time for the purpose of determining compliance with this Ordinance or any other ordinance, resolution and/or regulation of the *Municipality*. The hauler shall correct deficiencies immediately upon notification by the *Municipality*, and said collection

vehicle shall not be used for the purposes set forth in this Ordinance until said deficiencies have been corrected.

- F. Each hauler shall maintain its equipment in such condition as to be able to maintain their collection schedule.
- G. Trucks and/or other vehicles used for the collecting, transporting, or removing any municipal waste, other refuse material or recyclables in the *Municipality* shall meet the following requirements:
 - (1) Packers. All municipal waste, [other refuse material], and any recyclables shall be enclosed within the confines of the cargo area, which shall be watertight.
 - (2) Dump Trucks. If constructed with completely metal beds and lacking additional wooden sideboards, such truck shall be covered with a waterproof tarp as set forth in §102(1)(A.).
 - (3) Any trucks or vehicles used for the collection and/or transporting of recyclables within the *Municipality* shall conform to the requirements of the Recycling Ordinance Guidelines promulgated pursuant to this Ordinance and any other applicable ordinance, resolution or regulation of the *Municipality*.
 - (4) Any and all vehicles used for collection of municipal waste, other refuse material and/or recyclables, shall be clearly marked to identify the person which collect(s) municipal waste, other refuse and/or recyclables pursuant to this or any other applicable *Municipality* ordinance. The marking used by said person shall contain lettering no less than 6 inches in height.

2. Waste Dumpsters and/or Specifications and Conditions.

- A. Any waste dumpster and/or waste container(s) placed in public right-of-ways shall, in addition to being subject to the requirements of §104(1)(E), be illuminated with a warning light, light reflector or a reflectorized material visible to oncoming vehicles for a distance of not less than 300 feet, between the hours of sunset and sunrise.
- B. Any waste dumpster and/or waste container shall be equipped with a cover so that when not in use, material will not blow from the container, nor will significant amounts of water accumulate in the waste dumpster and/or waste container so as to cause leakage.
- C. Liquid leachate shall not leak from any waste dumpster and/or waste container onto any street, sidewalk or public right-of-way.

- D. The name of the hauler responsible for the placement, emptying or removal of the waste dumpster and/or waste container must prominently be displayed thereon.

§103. RECYCLING REQUIREMENTS.

1. The *Municipality* and/or its designee may, from time to time, execute contracts on terms and conditions as deemed advisable with a person(s) to provide recycling collection and processing services for the recyclables dropped off by residents and businesses at the municipality's drop-off recycling facility.
2. Recycling service providers shall provide written or electronic documentation of recyclable material recovery, that at minimum shall include:
 - A. Certified weights of the material
 - B. The broker or end market that bought or took the material
 - C. The date that the material was collected and/or sold.
 - D. Other information as the municipality may find valuable.
3. Material that is dropped-off at the Municipality's recycling facility shall be free of trash and non-recyclable contaminants as specified in written instructions or signage at the facility. Dumping of material not accepted at the facility shall constitute illegal dumping of waste and offenders may be prosecuted for said violations.
4. It shall be unlawful for any person to burn those materials which are recycled at the Municipality's drop-off recycling facility or as part of other regular special recycling events in the county. These would include, but not be limited to, the following materials:
 - A. Clear glass, colored glass, aluminum, steel and bimetallic cans, mixed recyclable paper, newsprint (newspaper), plastic bottles and any and all other source separated recyclable material, which may, from time to time, be determined by resolution.
 - B. Electronic Wastes of any kind, including but not limited to items described in the Covered Device Recycling Act of 2010.
 - C. Hazardous Wastes
 - D. Tires

- E. Yard Waste
- F. Leaf Waste
- G. Food Waste

§104. COLLECTION OF MUNICIPAL WASTE, OTHER REFUSE MATERIAL AND/OR RECYCLABLES.

1. Point of Collection.

- A. Municipal waste, other refuse or recyclables shall be placed at the edge of the cartway or any other designated place for collection no sooner than 6:00 p.m. on the day before the scheduled day for collection each week.
- B. Each hauler shall collect all municipal waste, other refuse material and/or all recyclables that have been placed at the side of the cartway or other designated location by its customers for collection, except as otherwise provided in this Ordinance or any other ordinance, resolution or regulation of the *Municipality*.
- C. In the event a person is disabled, under the definition of the Americans with Disabilities Act of 1990, and said person due to the disability is unable to place municipal waste, refuse and/or recyclables, generated at said person's residence, at the curb side and said person in any manner notifies their hauler of said person's disability, the hauler shall make reasonable accommodations with said disabled person as to a more accommodating place for placement and collection of the municipal waste, refuse and/or recyclables by the hauler.
- D. If a person who is disabled pursuant to the immediately preceding subsection, requests said person's hauler to make reasonable accommodations as to a more accommodating place for placement and collection of municipal waste, refuse and/or recyclables and said hauler refuses and/or the said person believes the accommodations made are not reasonable, said person, or person's agent (hereinafter "complainant") shall notify the *Municipality* within 30 days of said accommodations, if believed to be unreasonable by the complainant or within 30 days of request by the complainant for reasonable accommodations if none have been made by the complainant's hauler. The Manager of the *Municipality* or the Municipality's duly authorized agent shall, within 15 days of said notice by the complainant, investigate the complaint, and if found to be valid, shall, within 30

- days of said complaint, notify the complainant's hauler, in writing, by certified mail, return receipt requested, of the deficiency, with a photocopy of said notice to the complainant, and indicate the corrective action to be taken within 10 days of receipt of said notice. Failure of said hauler to comply with the directives of the notice shall constitute a violation of this Ordinance, and may subject the said hauler to penalties.
- E. Each hauler owning, leasing and/or otherwise placing or causing to be placed any container at any type of establishment for the purpose of placing municipal waste, other refuse material and/or recyclables therein for later collection, shall ensure that any such container is emptied within 48 hours of the same becoming full to capacity, regardless of whether the fee for collection of the same has been paid. Nothing herein shall prevent the hauler from removing said hauler owned or leased container from the establishment for nonpayment of collection services so long as the container is emptied with regard to municipal waste, at a permitted landfill facility licensed by the Commonwealth of Pennsylvania, with regard to recyclables, at a recycling center licensed by the *Municipality*.

2. Days and Hours of Collection.

A. Collection Days Established.

- (1) Days of Collection. *The Municipality may, by resolution, establish specific days or hours for collection of waste and/or recyclable materials*
- (2) No Collection Days Established. *A hauler shall not be permitted to collect, remove and/or transport municipal waste, other refuse material and/or recyclables from residential establishments and/or multi-family establishments with four or more units on Sundays, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day and Christmas Day and at such other times as may be announced by the Municipality in situations considered to be an emergency by the Municipality. Any time and date of collection may, at any time, be changed by resolution of the Governing Body of the Municipality.*

- B. Hours of Collection. *The collection of municipal waste, other refuse material and/or recyclables at residential establishments and/or multifamily dwellings having more than four units per structure, shall only occur between the hours of _____a.m. and _____p.m. on any single day of collection and shall not occur at any other time, unless otherwise provided herein or by the Municipality.*

- C. Residential Municipal Waste Removed At Least Once Per Week. Each hauler pursuant to this Ordinance shall, for its own customers, collect and remove any municipal waste and/or refuse material placed for collection by occupants of residential establishments, at least once each week, except for the collection of recyclables at residential establishments, which shall be collected as set forth in the Recycling Ordinance Guidelines.
 - D. Commercial Removal. Each hauler shall collect municipal waste or other refuse material from commercial establishments at least once every week and shall collect said municipal waste and/or other refuse material more often if necessary to control health hazards or to prevent the accumulation of municipal waste or other refuse material so as to create a nuisance, odor, unsightly appearance.
 - E. Bulky Waste Removal. All haulers, upon oral and/or written notification by persons who own and/or occupy residential establishments shall, within 14 days of such notification, collect bulky waste and/or special recyclables from the residential establishments indicated in such notification.
3. Preparation for Collection.
- A. Waste Service Required. It shall be the duty of the owner of all residential establishments, rented or otherwise occupied by said owner and of all establishments containing multifamily rental housing property with four or more units and commercial, municipal and institutional establishments to contract the services of a hauler to collect any municipal waste, other refuse material (on at least a weekly basis) and/or recyclables (in accordance with any Guidelines promulgated pursuant to this Ordinance and any other applicable ordinance or regulation of the *Municipality*) resulting from the operation of any such establishment unless said establishment, by some other means, disposes/processes of the same at a duly approved municipal waste facility or a duly approved recycling processing facility on a regular basis, retaining as proof thereof, at a minimum, monthly disposal/processing receipts from such a facility.
 - B. Preparation. All residential establishments, multifamily rental housing property with four or more units and commercial, municipal and institutional establishments shall prepare said materials as follows:

- (1) All municipal waste and/or material shall be drained of liquid insofar as practical and shall be placed in sanitary sealed bags, containers and/or cans made of nonabsorbent material.
- (2) Containers used by residential establishments shall not exceed 32 gallons in size (unless the hauler utilizes semi-automated collection technology that allows use of larger carts. Cans shall be rust-resistant material and shall be furnished and kept clean by the occupant and shall be replaced by the occupant when no longer in satisfactory condition.
- (3) All municipal waste which cannot be disposed of in containers shall be assembled, boxed or bundled separately in such a way that it can be handled conveniently and will not be disseminated by wind or otherwise, while awaiting collection.
- (4) All refuse except bulky waste shall be of units and weight such as can be handled by one person and shall be placed in containers or piled and assembled in such a way as to facilitate collection.
- (5) All containers shall be kept on the resident's property until it is placed for collection as in subsection (1) of this Section.
- (6) Establishments containing multifamily rental housing property with four or more units and commercial, municipal and institutional establishments shall place all municipal waste emanating from said establishments in containers made from rust-resistant material of sufficient size and strength to fully accommodate all such municipal waste and of such design to prevent animals from gaining access to such waste. Said containers kept at such establishments shall be kept clean and be replaced when needed by the occupants, owners, landlords and/or agents of such persons.
- (7) Construction and/or demolition waste must be placed in a rigid container, roll off or solid waste vehicle and may not be stored on the ground, next to structures (as the same may be defined in the *Municipality* Zoning Ordinance) and/or public rights-of-ways. Trucks and containers must be emptied when full or at least once per week at a minimum. Only inert clean fill may be buried and then only if stabilized and revegetated.

§105. MISCELLANEOUS.**1. Insurance Coverage.**

- A. All haulers shall carry an insurance policy providing comprehensive liability and property damage insurance, the limits of said insurance policy shall be not less than \$300,000 for personal liability and \$300,000 for property damage and may be required to furnish proper certificate of insurance to the *Municipality*.
- B. All haulers shall carry an insurance policy providing for Workmen's Compensation insurance, as required by the Commonwealth of Pennsylvania, and may be required to furnish proper certificate of insurance coverage for Worker's Compensation to the *Municipality*.

2. Accumulation of Garbage Prohibited. It shall be unlawful to place or permit to remain any municipal waste or refuse material or other material subject to decay, including recyclables, except yard waste that is composted in an acceptable manner, anywhere in the *Municipality*, except in a tightly covered metal or plastic container.**3. Independent Contractor Status.** All haulers shall not in any manner be construed as an agent, servant or employee of the *Municipality*, but shall at all times be considered and remain an independent contractor. Furthermore, any and all personal and/or real property owned, leased or controlled by any hauler shall at all times be considered and remain as the sole personal and/or real property of said person.**4. Enforcement.** The *Municipality* is hereby authorized to promulgate rules and regulations or guidelines and to issue forms as necessary to implement this Ordinance. In order to ensure compliance with all applicable *Municipality* ordinances, the *Municipality*, its agents (including, but not limited to, the County Board of Commissioners) and/or the *Municipality's* employees, may conduct inspections of any and all municipal waste, other refuse material and/or recyclables placed at the point of collection for pickup. *The County, the County Health Department, the Municipality Code Enforcement Department and the Municipality Police Department* are hereby authorized to enforce the provisions of this Ordinance, and any and all Solid Waste and/or Recycling Ordinances, all as may be amended from time to time, enacted by the *Municipality*.

5. Penalty/Offense. Any person who operates, causes or permits to be operated a motor vehicle or truck in violation of this Ordinance or who causes or permits the accumulation of municipal waste, other refuse material or recyclables in violation of this Ordinance or any person who violates any other provision of this Ordinance shall be, upon conviction thereof, sentenced to pay a fine of not less than \$100 nor more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation continues shall constitute a separate offense.
6. Repealer. Any ordinances or parts thereof inconsistent with this Ordinance are hereby repealed.
7. Severability. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Council of the *Municipality* that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.
8. Effective Date. With the exception of Section 104 above, this Ordinance shall become effective on the earliest date provided by law. Section 104 above, shall become effective within thirty (30) days of adoption of this Ordinance.

ORDAINED AND ENACTED as an Ordinance of the *Governing Body* of the *Municipality* on
this _____
day of _____, 201____.

ATTEST:

Municipality Clerk or Secretary

APPROVE:

Mayor or
Chair of the Board of Supervisors

Model Solid Waste and Recycling Ordinance

Model Solid Waste and Recycling Ordinance

A similar ordinance, if passed by a municipality shall address, at a minimum, the following issues. The section in the model ordinance is noted.

Issues that shall be addressed

- Collection of recyclables by waste haulers (§102.1.)
- Standards for waste and recycling collection trucks (§102.2.)
- Standards for waste and recycling containers (§102.3.)
- Regulations to assure that waste is properly handled by the generator (§104.1.) This section assures that waste and/or recycling is:
 - Properly contained
 - Collected regularly (including special and bulky wastes/recyclables)
 - Not permitted to accumulate for extended periods. This is also addressed in (§105.2.)
- Waste service is required for all residential, commercial and institutional entities (§104.3.)
- Guidelines or Rules and Regulations that may be changed from time to time by resolution, allowing the municipality the flexibility to update details related to recycling or waste management (§105.4.)

Issue that may be addressed

- If you are requiring recycling or the collection of that which is voluntarily recycled:
 - You may wish to specify that the material goes to a recycling facility that recycles properly and for which the recycling office can secure documented recycling data (§103)
 - You may also wish to specify how recycling will be prepared and collected (§104.3).
 - You may wish to specify the type of material to be recycled based on discussions with local processing facilities and/or end users (§104.3).
- Whether by drop-off or curbside collection, you may also wish to describe how recycling is to be prepared so that it is not unmarketable or badly contaminated (§104.3.A.6.)
- If you wish to restrict collection days and/or times, collection requirements may be specified (§104.2.) This may be unnecessary in more rural areas but very important in some boroughs or suburbanized municipalities.

- You may also wish to require insurance coverage for your waste and/or recycling haulers, so as to protect the interests of your municipality (§105.1.)

The language provided in this model ordinance describes the ideal provisions for recycling and waste management practices. But your municipality may decide that some slight variation is preferable for your particular situation. These sections or words are shown in *colored italics*.

Introduced:

Adopted:

ORDINANCE NO. _____

SOLID WASTE AND RECYCLING ORDINANCE

AN ORDINANCE OF THE *MUNICIPALITY* ENTITLED "*MUNICIPALITY* SOLID WASTE AND RECYCLABLES STORAGE, COLLECTION, DISPOSAL AND PROCESSING ORDINANCE"

REGULATING THE STORAGE, COLLECTION AND DISPOSAL/PROCESSING OF SOLID WASTE

§101. TITLE, PURPOSE AND DEFINITIONS.

1. Title. This Ordinance shall be known as the "*Municipality* Solid Waste and Recyclables Storage, Collection, Disposal and Processing Ordinance."
2. Intent and Purpose.
 - A. It is the intent and purpose of this Ordinance to promote the public health, safety and welfare and to eliminate public health hazards, environmental pollution and economic loss by providing that all residential, commercial and industrial refuse accumulated or stored upon any property within the *Municipality* shall be collected and removed by a responsible person or hauler and shall be disposed in an area authorized by and approved by the *Municipality* in accordance with all State, Federal and local laws and ordinances.
 - B. It is also the intent and purpose of this Ordinance to promote the public health, safety and welfare and to eliminate public health hazards, environmental pollution and economic loss by providing that all material separated and stored for recycling at any residential, commercial, institutional or municipal establishment in accordance with the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) and local ordinances and regulations shall be collected and removed by a responsible person or hauler and shall be delivered to

a recycling processing center authorized by the *Municipality* for processing and marketing in accordance with all State, Federal and local laws and ordinances.

3. Definitions. For the purpose of interpreting the provisions of this Ordinance, the following words shall have the meaning or meanings ascribed:

ASHES - residue from the burning of coal, coke or other combustible material.

BULKY WASTES - municipal waste which is too large and/or heavy to be placed in standard 30 gallon garbage (municipal waste) bags and/or garbage (municipal waste) receptacles including, but not limited to, appliances, furniture and large auto parts.

CARTWAY - paved area of street, alley, road, avenue, etc.

CONSTRUCTION and/or DEMOLITION WASTE - solid waste (as defined in Act 101) resulting from the construction and/or demolition of buildings and other structures including, but not limited to, wood, plaster, metals, asphaltic substances, brick block and unsegregated concrete. The term also includes dredging waste. The term does not include the following, however, if the same are separate from other waste and are used as "clean fill" (e.g. material used to level uneven areas of real estate):

- (1) Uncontaminated, soil rock, stone, gravel, unused bricks and/or concrete.
- (2) Waste from land bearing, grubbing and excavation, including trees, brush, stumps and vegetative material.

DISPOSAL - storage, collection, disposal or handling of garbage, municipal waste and other refuse material.

E-WASTE – those discards that include computers, monitors, televisions, audio equipment, printers, and other electronic devices.

FOOD WASTE - post consumer food residuals, but does not include cardboard, paper towels, napkins, waste paper products, or food packaging.

GARBAGE - all crockery, dishes, ashes, cinders, rubber, linoleum, asphalt or tarry products (e.g. roofing paper and shingles), grease and putrescible animal, fish, foul, fruit or vegetable waste incident to and resulting from the use, preparation, cooking and consumption of food.

HAZARDOUS WASTE - any garbage, refuse, sludge from an industrial or other wastewater treatment plant, sludge from a water supply treatment plant or air pollution control facility and other discarded material, including solid, liquid, semi-solid or contain gaseous material resulting from municipal, commercial, industrial, institutional, mining or agricultural operations and from community activities or any combination of the above. Does not include solid or dissolved material and domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under §402 of the Federal Water Pollution Control Act, as amended, (86 Stat. 880) or source, special nuclear or byproduct material as defined by the U.S. Atomic Energy Act of 1954, as amended, (68 Stat. 923), which, because of its quantity, concentration or physical, chemical or infectious characteristics may:

- (1) Cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population.
- (2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

The term of "hazardous waste" shall not include coal refuse, as defined in the Act of September 24, 1968 (P.L. 1040, No. 318), known as the "Coal Refuse Disposal Control Act." Hazardous waste shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to Act of June 22, 1937 (P.L. 1987, No. 394), known as the "Clean Streams Law."

HAULER - a person who collects or transports municipal waste, other refuse material and/or recyclables from residential, commercial and/or industrial establishments.

HOUSEHOLD HAZARDOUS WASTE (HHW) – those wastes produced in the household that are hazardous in nature, but are not regulated as hazardous waste, under federal and state laws.

LEAF WASTE - deciduous and coniferous seasonal deposition.

MUNICIPAL WASTE - any garbage, refuse, industrial lunchroom or office waste and other material, including liquid, semi-solid or contained gaseous material, resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities (including, but not limited, festivals). The term does not include source separated recyclable materials.

MUNICIPALITY - the municipality adopting and enforcing this Ordinance and any amendments thereto. Any reference to the *Municipality* herein shall also be a reference to any designee or agent of the said *Municipality*.

NUISANCE any condition, structure or improvement which shall constitute a threat to the health, safety or welfare of the citizens of the *Municipality*.

OCCUPANT - person generally in possession and control of any residential, commercial, institutional or industrial establishment.

PERSON - every natural person, association, firm or corporation. Person also includes a lessee as well as an owner of a residential establishment and includes a person, association, firm or corporation which owns a residence or business.

RECYCLABLES - materials generated by a person which can be separated from municipal waste and returned to commerce to be reused as a resource in the development of useful products. Recyclables, include at a minimum, the following: newsprint, aluminum cans, bimetallic cans, clear and/or colored glass, plastic beverage containers, high grade office paper, corrugated paper and paperboard, leaf waste and such other materials as may be designated or deleted from time to time by resolution.

RECYCLING PROCESSING CENTER - a facility that receives, sorts, separates, prepares and markets collected recyclables.

REFUSE - any material other than residual waste, municipal waste, hazardous waste and/or recyclables.

RESIDUAL WASTE - any garbage, refuse, other discarded material or other waste including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and any sludge that is not otherwise hazardous from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility or recycling processing center, provided that is not hazardous. The term "residual waste" shall not include coal refuse, as defined in the Coal Refuse Disposal Control Act. Residual waste shall not include treatment sludges from coal mine drainage treatment plants, disposal of which is being carried on pursuant to and in compliance with a valid permit issued pursuant to the Clean Streams Law.

SPECIAL RECYCLABLES - recyclables other than those recyclables mandated herein to be collected at the curb side, that are marketable as scrap, recyclable or reusable such as angle and cast iron, copper, etc.

WASTE DUMPSTER and/or WASTE CONTAINER - any non-motorized and/or nonpropelled receptacle designed to hold and/or receive municipal waste and/or other refuse material, capable of being lowered and lifted by motor vehicle or truck for the purpose of municipal waste and/or other refuse material collection.

YARD WASTE - weeds, shrub trimmings, bundled tree prunings, and garden waste, not including grass clippings or leaves.

In this Ordinance, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Other words not defined herein shall have the meaning set forth in the Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) and any regulations promulgated from this Act or related statutes, the _____ (applicable section of Ordinance), and any other applicable ordinance or regulation of the *Municipality*.

§102. HAULER REQUIREMENTS.

1. Collection of Recyclables Required. Except as otherwise provided by this Ordinance or any other ordinance or regulations of the *Municipality*, any person who collects municipal waste and/or other refuse material within the *Municipality* shall also collect recyclables as set forth in Section 3.0 of the Recycling Ordinance Guidelines promulgated pursuant to the Collection and Recycling Ordinance or regulations of the *Municipality*.
2. Collection Vehicles; Specifications and Condition
 - A. *No hauler shall operate, cause or permit to be operated, any motor vehicle or truck for collecting or disposing of municipal waste and/or other refuse material within the limits of the Municipality unless such motor vehicle or truck shall be equipped with a fireproof and leak proof compacting compartment. Said compacting compartment, in addition to meeting any other specifications herein required, shall facilitate complete containment of solid waste and be equipped with operable drain plugs at the lowest point. Only bulky oversized waste or recyclables may be collected in open bed vehicles and, said items shall be secured and completely covered with a water proof tarpaulin.*
 - B. No vehicle used in the collection, transportation or disposal/processing of municipal waste, recyclables and/or other refusal material shall scatter any of said material, leachate or vehicle fluids on the streets, roads, highways, alleys or other property (private or public) in the *Municipality*.
 - C. Vehicles used to collect or transport municipal waste and/or other refuse materials shall be maintained in a sanitary condition so as to present as satisfactory outward appearance and shall meet all the requirements of the *Municipality* and the Pennsylvania Department of Environmental Protection.
 - D. Vehicles used to collect or transport municipal and residual waste in the state of Pennsylvania shall be licensed by the Pennsylvania Department of Environmental Protection, pursuant to The Waste Transportation Safety Act (Act 90). This applies to waste transportation vehicles (trucks and truck tractors) with a registered gross vehicle weight greater than 17,000 lbs., and trailers with a registered gross vehicle

weight greater than 10,000 lbs. All waste haulers operating in the *Municipality* must have a valid Waste Transporter Authorization.

- E. The *Municipality* or its agent shall have the right to inspect any vehicles used to collect or transport municipal waste, other refuse material or recyclables at any reasonable time for the purpose of determining compliance with this Ordinance or any other ordinance, resolution and/or regulation of the *Municipality*. The hauler shall correct deficiencies immediately upon notification by the *Municipality*, and said collection vehicle shall not be used for the purposes set forth in this Ordinance until said deficiencies have been corrected.
- F. Each hauler shall maintain its equipment in such condition as to be able to maintain their collection schedule.
- G. Trucks and/or other vehicles used for the collecting, transporting, or removing of any municipal waste, other refuse material or recyclables in the *Municipality* shall meet the following requirements:
 - (1) Packers. All municipal waste, other refuse material, any recyclables shall be enclosed within the confines of the cargo area, which shall be watertight.
 - (2) Dump Trucks. If constructed with completely metal beds and lacking additional wooden sideboards, such truck shall be covered with a waterproof tarp as set forth in §102(7)(A.). *Dump Trucks may be used to collect only bulky oversized waste or recyclables.*
 - (3) Any trucks or vehicles used for the collection and/or transporting of recyclables within the *Municipality* shall conform to the requirements of the Recycling Ordinance Guidelines promulgated pursuant to this Ordinance and any other applicable ordinance, resolution or regulation of the *Municipality*.
 - (4) Any and all vehicles used for collection of municipal waste, other refuse material and/or recyclables, shall be clearly marked to identify the person which collect(s) municipal waste, other refuse and/or recyclables pursuant to this or any other applicable *Municipality* ordinance. The marking used by said person shall contain lettering no less than 6 inches in height.

3. Waste Dumpsters and/or Specifications and Conditions.

- A. Any waste dumpster and/or waste container(s) placed in public right-of-ways shall, in addition to being subject to the requirements of §104(1)(E), be illuminated with a warning light, light reflector or a reflectorized material visible to oncoming vehicles for a distance of not less than 300 feet, between the hours of sunset and sunrise.
- B. Any waste dumpster and/or waste container shall be equipped with a cover so that when not in use, material will not blow from the container, nor will significant amounts of water accumulate in the waste dumpster and/or waste container so as to cause leakage.
- C. Liquid leachate shall not leak from any waste dumpster and/or waste container onto any street, sidewalk or public right-of-way.
- D. Only permitted, nonrecyclable municipal waste shall be placed in such containers, in compliance with all applicable ordinances and/or guidelines.
- E. The name of the hauler responsible for the placement, emptying or removal of the waste dumpster and/or waste container must prominently be displayed thereon.
- F. No person shall park or place any waste dumpster and/or waste container on any street, alley, highway, sidewalk or right-of-way within the *Municipality* under any circumstances under subsection (G).
- G. Subsection (F) of this subsection shall not be applicable to the temporary parking/placement of said waste dumpster and/or waste container upon proof of sufficient cause, to the *Municipality*, at which time a permit will be issued for a temporary period of time determined as reasonable. The permit will not be valid unless the waste dumpster and/or waste container meets all specifications required by this Ordinance. Additionally, at no time will a waste dumpster and/or waste container be placed onto any running lane of the roadway restricting the flow of traffic.
- H. Upon official notification by the *Municipality* of violation of this Ordinance and/or other applicable ordinances and/or guidelines, the hauler responsible for the placement, emptying or removal of same or the owner of the same shall remove said waste dumpster and/or waste container in violation from the street, alley and/or highway or sidewalk within 24 hours. If the waste dumpster and/or waste container has not been removed and the hauler responsible for the

placement, emptying or removal of same or the owner of the same has not shown cause for a time extension, the *Municipality* shall move or cause to be moved, at the said hauler or owner's expense, said equipment in violation, to a suitable facility where it may be reclaimed by the said hauler and/or owner upon payment of costs.

- I. The waste dumpster and/or waste container permit fee under this Ordinance shall be as established from time to time by the *Municipality* and shall be in addition to all other license fees or tax required to be paid by the Laws of the Commonwealth of Pennsylvania or the ordinances of the *Municipality*.

§103. AUTHORIZATION TO CONTRACT FOR SERVICES

1. The *Municipality* and/or its designee may, from time to time, execute such contracts on terms and conditions as deemed advisable with not more than six persons to enable such person and/or persons to operate or cause to be operated a recycling processing center for the purpose of accepting recyclables collected within the *Municipality* for processing and/or disposal. It shall be unlawful for any person or persons to engage in the business of operating or causing to operate a recycling processing center for the purpose of accepting recyclables collected within the *Municipality* unless said person shall have secured a contract with the *Municipality* to permit such business.
2. Nothing in this Ordinance shall be construed as granting permission to any person and/or persons to operate a recycling processing center outside the corporate limits of the *Municipality*. Each recycling processing center shall comply with all applicable requirements of the host municipality and/or the Commonwealth of Pennsylvania including, but not limited to, zoning and subdivision laws.
3. In the event that any hauler has a contract or agreement existing as of _____ 201__, to deliver some, but less than all, recyclables collected in the *Municipality* to a nonapproved site for processing, said hauler shall submit, prior to the acceptance by the approved recycling processing center of any recyclables, a copy of said contract or agreement to the approved recycling processing center and in that event, the approved recycling processing center shall accept the remaining material delivered to it by said hauler, for an

additional fee as may be set forth in the contract between the *Municipality* and the approved recycling processing center. In this event, said approved recycling processing center shall, within 5 working days of receipt of said contract or agreement, provide to the *Municipality* a copy of said contract or agreement provided to said recycling processing center by the hauler.

4. Any breach of a contract by a person and/or persons executing the same with the *Municipality* for the purpose of operation of a recycling processing center shall be considered a violation of this Ordinance and shall subject said persons and/or persons, in addition to contractual remedies, to the penalties provided herein.

§104. COLLECTION OF MUNICIPAL WASTE, OTHER REFUSE MATERIAL AND/OR RECYCLABLES.

1. Point of Collection

- A. Municipal waste, other refuse or recyclables shall be placed at the edge of the cartway or any other designated place for collection no sooner than 6:00 p.m. on the day before the scheduled day for collection each week.
- B. Each hauler shall collect all municipal waste, other refuse material and/or all recyclables that have been placed at the side of the cartway or other designated location by its customers for collection, except as otherwise provided in this Ordinance or any other ordinance, resolution or regulation of the *Municipality*.
- C. In the event a person is disabled, under the definition of the Americans with Disabilities Act of 1990, and said person due to the disability is unable to place municipal waste, refuse and/or recyclables, generated at said person's residence, at the curb side and said person in any manner notifies their hauler of said person's disability, the hauler shall make reasonable accommodations with said disabled person as to a more accommodating place for placement and collection of the municipal waste, refuse and/or recyclables by the hauler.
- D. If a person who is disabled pursuant to the immediately preceding subsection, requests said person's hauler to make reasonable accommodations as to a more accommodating place for placement and collection of municipal waste, refuse and/or recyclables and said hauler refuses and/or the said person believes the

accommodations made are not reasonable, said person, or person's agent (hereinafter "complainant") shall notify the *Municipality* within 30 days of said accommodations, if believed to be unreasonable by the complainant or within 30 days of request by the complainant for reasonable accommodations if none have been made by the complainant's hauler. The Manager of the *Municipality* or the Municipality's duly authorized agent shall, within 15 days of said notice by the complainant, investigate the complaint, and if found to be valid, shall, within 30 days of said complaint, notify the complainant's hauler, in writing, by certified mail, return receipt requested, of the deficiency, with a photocopy of said notice to the complainant, and indicate the corrective action to be taken within 10 days of receipt of said notice. Failure of said hauler to comply with the directives of the notice shall constitute a violation of this Ordinance, and may subject the said hauler to penalties.

- E. Each hauler owning, leasing and/or otherwise placing or causing to be placed any container at any type of establishment for the purpose of placing municipal waste, other refuse material and/or recyclables therein for later collection, shall ensure that any such container is emptied within 48 hours of the same becoming full to capacity, regardless of whether the fee for collection of the same has been paid. Nothing herein shall prevent the hauler from removing said hauler owned or leased container from the establishment for nonpayment of collection services so long as the container is emptied with regard to municipal waste, at a permitted landfill facility licensed by the Commonwealth of Pennsylvania, with regard to recyclables, at a recycling center licensed by the *Municipality*.

2. Days and Hours of Collection.

A. Collection Days Established

- (1) Days of Collection. The *Municipality* may, by resolution, establish specific days or hours for collection of waste or recyclable materials
- (2) No Collection Days Established. A hauler shall not be permitted to collect, remove and/or transport municipal waste, other refuse material and/or recyclables from residential establishments and/or multi-family establishments with four or more units on Sundays, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day and Christmas Day and at such other times as may be announced by the

Municipality in situations considered to be an emergency by the *Municipality*. Any time and date of collection may, at any time, be changed by resolution of the *Municipality Governing Body* of the *Municipality*.

- B. Hours of Collection. The collection of municipal waste, other refuse material and/or recyclables at residential establishments and/or multifamily dwellings having more than four units per structure, shall only occur between the hours of _____a.m. and _____p.m. on any single day of collection and shall not occur at any other time, unless otherwise provided herein or by the *Municipality*.
- C. Residential Municipal Waste Removed At Least Once Per Week. Each hauler pursuant to this Ordinance shall, for its own customers, collect and remove, any municipal waste and/or refuse material placed for collection by occupants of residential establishments, at least once each week, except for the collection of recyclables at residential establishments, which shall be collected as set forth in the Recycling Ordinance Guidelines.
- D. Commercial Removal. Each hauler shall collect municipal waste or other refuse material from commercial establishments at least once every week and shall collect said municipal waste and/or other refuse material more often if necessary to control health hazards or to prevent the accumulation of municipal waste or other refuse material so as to create a nuisance, odor, unsightly appearance, *except for the collection of recyclables from commercial establishments which shall be collected as set forth in subsection (F) of this subsection.*
- E. Residential Recyclables Removed At Least Once Every Week. *Recyclables shall be collected for residential establishments as set forth in the Recycling Ordinance Guidelines promulgated pursuant to this Ordinance and any other applicable ordinance or regulation of the Municipality.*
- F. Commercial Recyclables Removal. *Recyclables shall be collected from commercial establishments as set forth in the Recycling Ordinance Guidelines promulgated pursuant to this Ordinance and any other applicable ordinance or regulation of the Municipality.*
- G. Bulky Waste Removal. All haulers, upon oral and/or written notification by persons who own and/or occupy residential establishments shall, within 14 days of such notification, collect bulky waste and/or special recyclables from the residential establishments indicated in such notification.

3. Preparation for Collection.

A. Waste Service Required. It shall be the duty of the owner of all residential establishments, rented or otherwise occupied by said owner and of all establishments containing multifamily rental housing property with four or more units and commercial, municipal and institutional establishments to contract the services of a hauler to collect any municipal waste, other refuse material (on at least a weekly basis) and/or recyclables (in accordance with the Recycling Ordinance Guidelines promulgated pursuant to this Ordinance and any other applicable ordinance or regulation of the *Municipality*) resulting from the operation of any such establishment unless said establishment, by some other means, disposes/processes of the same at a duly approved municipal waste facility or a duly approved recycling processing facility on a regular basis, retaining as proof thereof, at a minimum, monthly disposal/processing receipts from such a facility and all such establishments shall prepare said materials as follows:

- (1) All municipal waste and/or material shall be drained of liquid insofar as practical and shall be placed in sanitary sealed bags, containers and/or cans made of nonabsorbent material.
- (2) Containers used by residential establishments shall not exceed 32 gallons in size (unless the hauler utilizes semi-automated collection technology that allows use of larger carts. Cans shall be rust-resistant material and shall be furnished and kept clean by the occupant and shall be replaced by the occupant when no longer in satisfactory condition.
- (3) All municipal waste which cannot be disposed of in containers shall be assembled, boxed or bundled separately in such a way that it can be handled conveniently and will not be disseminated by wind or otherwise, while awaiting collection.
- (4) All refuse except bulky waste shall be of units and weight such as can be handled by one person and shall be placed in containers or piled and assembled in such a way as to facilitate collection.
- (5) All containers shall be kept on the resident's property until it is placed for collection as in subsection (1) of this Section.
- (6) All recyclables shall be prepared for collection as set forth in the Recycling Ordinance Guidelines promulgated pursuant to this

Ordinance and any other applicable ordinance, resolution or regulation of the *Municipality*.

- (7) Establishments containing multifamily rental housing property with four or more units and commercial, municipal and institutional establishments shall place all municipal waste emanating from said establishments in containers made from rust-resistant material of sufficient size and strength to fully accommodate all such municipal waste and of such design to prevent animals from gaining access to such waste. Said containers kept at such establishments shall be kept clean and be replaced when needed by the occupants, owners, landlords and/or agents of such persons.
- (8) Construction and/or demolition waste must be placed in a rigid container, roll off or solid waste vehicle and may not be stored on the ground, next to structures (as the same may be defined in the *Municipality* Zoning Ordinance) and/or public rights-of-ways. A separate container must be provided for mandated recyclable materials (including, but not limited to, corrugated cardboard).

- 4. Transfer of Municipal Waste. No person shall transfer or permit to transfer municipal waste and/or other refuse material from one collection vehicle to another collection vehicle in any area of the *Municipality* except as follows:
 - A. When said vehicles are parked at a duly approved transfer station.
 - B. When, due to terrain and/or weather conditions, the hauler's collection vehicle, due to its size and/or tire traction, is unable to gain access to the area (e.g. a rural or extremely hilly area of the *Municipality*) where the said waste is placed by the hauler's customer for collection. Only solid waste collected under these conditions may be so transferred from one collection vehicle to another collection vehicle. Said transfer must be from truck to truck and no waste, recyclable materials or liquid leachate may touch or be left on the ground or pavement.
- 5. Inspection of Municipal Waste and Recyclables. In order to ensure compliance with all applicable *Municipality* ordinances, the *Municipality*, its agents (including, but not limited to, the County) and/or the *Municipality's* employees, may conduct inspections of any and all

municipal waste, other refuse material and/or recyclables placed at the point of collection for pickup and may inspect, at any time, any approved recycling processing center.

6. All haulers must, on a form provided by the *Municipality*, report all persons for whom the hauler collects, whether residential, commercial, municipal and/or institutional establishments, that fail, during the monthly reporting period, at any and all times, to separate and prepare recyclables for collection as set forth in the Recycling Ordinance Guidelines and/or has had service discontinued for any reason. All haulers shall also submit the name and address of any and all new persons for whom the hauler has been requested to collect during the monthly reporting period. Said report shall be completed in its entirety by the said hauler and supplied to the *Municipality* by the first day of each month.

§105. MISCELLANEOUS

1. Insurance Coverage.

- A. All haulers shall carry an insurance policy providing comprehensive liability and property damage insurance, the limits of said insurance policy shall be not less than \$300,000 for personal liability and \$300,000 for property damage and may be required to furnish proper certificate of insurance to the *Municipality*.
- B. All haulers shall carry an insurance policy providing for Workmen's Compensation insurance, as required by the Commonwealth of Pennsylvania, and may be required to furnish proper certificate of insurance coverage for Worker's Compensation to the *Municipality*.

2. Accumulation of Garbage Prohibited. It shall be unlawful to place or permit to remain any municipal waste or refuse material or other material subject to decay, including recyclables, except yard waste that is composted in an acceptable manner, anywhere in the *Municipality*, except in a tightly covered metal or plastic container.

3. Independent Contractor Status. All haulers shall not in any manner be construed as an agent, servant or employee of the *Municipality*, but shall at all times be considered and remain an independent contractor. Furthermore, any and all personal and/or real property owned, leased or controlled by any hauler shall at all times be considered and remain as the sole personal and/or real property of said person.

4. Rules and Regulations. The *Municipality* is hereby authorized to promulgate rules and regulations and to issue forms as necessary to implement this Ordinance.
5. Penalty/Offense. Any person who operates, causes or permits to be operated a motor vehicle or truck in violation of this Ordinance or who causes or permits the accumulation of municipal waste, other refuse material or recyclables in violation of this Ordinance or any person who violates any other provision of this Ordinance shall be, upon conviction thereof, sentenced to pay a fine of not less than \$100 nor more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation continues shall constitute a separate offense.
6. *The County Board of Commissioners, Municipality Code Enforcement Department and the Municipality Police Department* are hereby authorized to enforce the provisions of this Ordinance, and any and all Solid Waste and/or Recycling Ordinances, all as may be amended from time to time, enacted by the *Municipality*.

SECTION 2. REPEALER.

Any ordinances or parts thereof inconsistent with this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY.

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Council of the *Municipality* that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 4. EFFECTIVE DATE.

With the exception of Section 104 above, this Ordinance shall become effective on the earliest date provided by law. Section 104 above, shall become effective within thirty (30) days of adoption of this Ordinance.

ORDAINED AND ENACTED as an Ordinance of the *Governing Body* of the *Municipality* on this day of _____, 201__.

Chair of the Board of Supervisors

ATTEST:

Municipality Clerk or Secretary

APPROVE:

Mayor or